

# CITY OF HUNTINGTON PARK

## City Council Regular Meeting Agenda Monday, April 6, 2015

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

**Karina Macias**  
Mayor

**Graciela Ortiz**  
Vice Mayor



**Valentin Palos Amezcua**  
Council Member

**Jhonny I Pineda**  
Council Member

**Marilyn Sanabria**  
Council Member

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

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

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

## **Public Comment**

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

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.

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

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

## **Additions/Deletions to Agenda**

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

## **Important Notice**

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## **CALL TO ORDER**

**ROLL CALL** Mayor Karina Macias  
Vice Mayor Graciela Ortiz  
Council Member Valentin Palos Amezcuita  
Council Member Jhonny I Pineda  
Council Member Marilyn Sanabria

## **PLEDGE OF ALLEGIANCE**

Sarah Valenzuela, Pre-K Student, Parks & Recreation Tiny-Tots program

## **INVOCATION**

## **PRESENTATIONS AND ANNOUNCEMENTS**

Presentation to Martin Delgado for His Years of Service at the Huntington Park Library and New Promotion to the Los Angeles County Library

## **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. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.***

## **STAFF RESPONSE**

RECESS TO CLOSED SESSION

## **CLOSED SESSION**

1. Pursuant to Government Code Section 54956.9(d)(1) –  
Conference with Legal Counsel to Discuss Existing Litigation  
Case Name: Leo Oso v. City of Huntington Park  
Case Number: BC505088 (Los Angeles Superior Court)
2. Pursuant to Government Code Section 54956.9(d)(1) –  
Conference with Legal Counsel to Discuss Existing Litigation  
Case Name: City of Huntington Park v. County of Los Angeles; Los Angeles  
County Flood Control District –  
Case Number: Case No. BC547969.
3. Pursuant to Government Code Section 54956.9(d)(1) –  
Conference with Legal Counsel to Discuss Existing Litigation  
Case Name: Huntington Park v. Patient Benefit Association/Earth GreenMile  
Case Number: VC063978 (Los Angeles Superior Court)

## **CLOSED SESSION (continued)**

4. Pursuant to Government Code Section 54956.9(d)(1) –  
Conference with Legal Counsel to Discuss Existing Litigation  
Case Name: City of Huntington Park v. Feather Sky, et al  
Case Number: VC064350 (Los Angeles Superior Court)
5. Pursuant to Government Code Section 54956.9(d)(1) –  
Conference with Legal Counsel to Discuss Existing Litigation  
Case Name: City of Huntington Park v. Huntington Park Wellness Center, et al  
Case Number: VC064350 (Los Angeles Superior Court)
6. Pursuant to Government Code Section 54956.9(d)(1) –  
Conference with Legal Counsel to Discuss Existing Litigation  
Case Name: City of Huntington Park v. Practical Health/Huntington Park's  
Finest et al  
Case Number: VC064349 (Los Angeles Superior Court)
7. Pursuant to Government Code Sections 54956.9(d)(2) and 54956.9(e)(3)  
Conference with Legal Counsel – Anticipated Litigation/Significant Exposure  
to Litigation: Two (2) potential cases
8. Pursuant to Government Code Section 54956.9(d)(1)(2) and 54956.9(e)(1) -  
Conference with Legal Counsel – Anticipated Litigation/Significant Exposure  
to Litigation: [Two (2) potential matters]
9. Pursuant to Government Code Section 54957  
Public Employee Discipline/Dismissal/Release: Two (4) matters
10. Pursuant to Government Code Section 54957(b)(1) –  
Public Employee Employment and Appointment  
Name of Position Under Consideration: Permanent City Manager  
AND  
Pursuant to Government Code Section 54957.6 (a) –  
Conference with Labor Negotiator Regarding Unrepresented Employee –  
Title of Position Subject to Negotiation: Permanent City Manager  
City's Designated Representative(s) for Negotiations: John A. Ornelas,  
Interim City Manager

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 Meetings:**

- 1-1 Regular City Council Meeting held Monday, March 2, 2015
- 1-2 Regular City Council Meeting held Monday, March 16, 2015

### **FINANCE**

#### **2. Approve Accounts Payable and Payroll Warrants dated April 6, 2015**

### **POLICE**

#### **3. Authorization to Enter Into an Interagency Memorandum of Agreement (MOA) for Mental Evaluation Unit Partnership**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Approve the MOA with the Los Angeles County Department of Mental Health (DMH).

### **CITY MANAGER**

#### **4. Approve Contract Services Agreement with Joel Gordillo for Media Technician Services**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

- 1. Approve contract services agreement with Joel Gordillo for media technician services; and
- 2. Authorize the Interim City Manager to execute the agreement.

**CONSENT CALENDAR (continued)**

**CITY MANAGER (continued)**

**5. Approve Amendment to Agreement with LAN WAN Enterprises, Inc. for Information Technology Support Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve amendment to agreement with LAN WAN Enterprise, Inc. for information technology support services; and
2. Authorize the Interim City Manager to execute the amendment.

**6. Authorization to Proceed with City Manager Recruitment**

**7. Approve Termination of Professional Services Agreement with Desi Alvarez for Water Engineering and Consulting Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve termination of agreement with Desi Alvarez; and
2. Authorize the Interim City Manager to issue a Notice of Termination to the consultant.

**8. Approve Termination of Professional Services Agreement with Ronald Bates for Regional Transportation Planning and Consulting Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve termination of agreement with Ronald Bates; and
2. Authorize the Interim City Manager to issue a Notice of Termination to the consultant.

**9. Approve Termination of Professional Services Agreement with Enviro Communications for Legislative Funds Tracking and Consulting Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve termination of agreement with Enviro Communications; and
2. Authorize the Interim City Manager to issue a Notice of Termination to the consultant.

**CONSENT CALENDAR (continued)**

**CITY MANAGER (continued)**

- 10. Approve Agreement with Alvarez-Glasman & Colvin for City Attorney Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Agreement with Alvarez-Glasman & Colvin for City Attorney Services.

- 11. Authorization to Amend Agreement with Severn Trent Services for Operation and Maintenance of Potable Water Facilities and Sewer Collection System**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Interim City Manager to amend the agreement with Severn Trent Services for operation and maintenance of potable water facilities and sewer collection system.

**COUNCIL**

- 12. Approve Resolution No. 2015-15, Endorsement of El Super Boycott**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive further reading and adopt Resolution No. 2015-15, Regarding Endorsement of El Super Boycott.

**END OF CONSENT CALENDAR**

## REGULAR AGENDA

### OFFICE OF THE CITY CLERK

**13. Appointment of Council Members to Various Committees and/or Organizations and Adoption of Resolutions Appointing Representatives and Alternate Representatives to the Independent Cities Risk Management Authority's Governing Board (ICRMA) and the Board of Directors of the Independent Cities Finance Authority (ICFA)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Appoint City Council Members to the following organizations: 1) California Contract Cities Association; 2) Central Basin Water Association; 3) Eco-Rapid Transit (formerly Orange Line Development Authority); 4) Gateway Cities Council of Governments; 5) HUB Cities Consortium; 6) I-710 Project Committee; 7) Independent Cities Association; 8) Independent Cities Finance Authority (ICFA); 9) Independent Cities Risk Management Authority (ICRMA); 10) League of California Cities; 11) Los Angeles County Library District; 12) Los Angeles County Sanitation District No. 1; 13) Southern California Association of Governments (SCAG);
2. Waive further reading and adopt Resolution No. 2015-13, Appointing a Representatives and Alternate Representative to the Independent Cities Risk Management Authority's Governing Board (ICRMA); and
3. Waive further reading and adopt Resolution No. 2015-14, Appointing a Representative and Alternate Representative to the Board of Directors of the Independent Cities Finance Authority (ICFA).

### COUNCIL

**14. Discussion/Action on State Audit**

**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS**

**COUNCIL COMMUNICATIONS**

**ADJOURNMENT**

The City of Huntington Park City Council will adjourn in Memory of Janice Jackson, wife of former Mayor/City Council Member Thomas Jackson to a Regular Meeting on Monday, April 20, 2015, at 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) on the 2<sup>nd</sup> of April, 2015.

A handwritten signature in blue ink, reading "Donna G. Schwartz" with a stylized flourish at the end.

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Donna G. Schwartz, CMC  
City Clerk

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

The regular meeting of the City Council of the City of Huntington, California was called to order at 6:05 p.m. on Monday, March 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 Valentin Palos Amezcuita and Council Members, Mario Gomez, Ofelia Hernandez and Karina Macias. 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, Manuel Acosta, Economic Development Manager and Donna Schwartz, City Clerk.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Adriana Baltazar, age 11 from Lillian Elementary School.

**INVOCATION**

The invocation was led by Mayor Perez.

**PRESENTATIONS AND ANNOUNCEMENTS**

Council presented a "Certificate of Appreciation" to Adriana Baltazar for leading the Pledge of Allegiance.

Council presented "Certificates of Appreciation" to Volunteer Leaders throughout the Southeast Cities who were very involved in the LAUSD New School Construction and Modernization Program.

Council presented a Proclamation for "Multiple Sclerosis Awareness Month" for the month of March to Sandra Orozco.

**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. Wow Joyeria, resident, spoke in regards to the events held in the City by the Chamber of Commerce and asked the City to support the local businesses.
2. Henry Garcia, resident, commented on the current campaigning by some of the candidates and encouraged the residents to vote on a good choice that will work for the welfare and wellbeing of the City.

## **PUBLIC COMMENT (continued)**

3. Bertalina Chava, resident, thanked Council for the certificate she received and commented on the current trash transition, thanked everyone and encouraged everyone to vote.
4. Antonia Padilla, resident, spoke in regards to the time for which the residents can water their lawn.
5. David Sanchez, resident, mentioned he was a candidate for City Council, spoke in opposition to parking meters and ticket traps and feels the local businesses are being hurt due to paid parking and recommended options be looked at to help reduce the use of water.
6. Rodolfo Cruz, resident, commented on campaigning during the elections and noted that while walking the streets he noticed the conditions of some of the homes that are not up to code and the lack of cleanliness.
7. Carlos Pando, resident, commented on the elections and encouraged unity in the City.
8. Sandra Orozco, resident of Maywood, noted she would be receiving proclamations from the surrounding Cities as well as from the Water Basin. She commented on the previous comment regarding parking meters and mentioned that they cannot be removed because they were purchased with bond monies. She commented on local politics and thanked some of the Council for attending the grand opening of the School in Maywood.
9. Ana Cano, resident, stated she loves Huntington Park spoke about her life in the city and raising her children, her love of sports and would like to see this come back, hopes the future council will help the City. She then acknowledged Council Member Hernandez with a plaque for all her support.

Council member Hernandez acknowledged Ms. Cano for her involvement with the community and her family.

Mayor Perez also thanked Ms. Cano for all her support in the community.

10. Linda Caraballo, resident, commented on the campaigning efforts by Karina Macias and Efrin Martinez's during the recent elections.
11. Francisco Rivera, resident, spoke in regards to trash on Pacific Boulevard and would like to see a street cleaner come and clean the boulevard. He feels keeping the City clean will attract customers.
12. Betty Retama, resident, commented on false statements made with regards to some of the candidates.

## **PUBLIC COMMENT (continued)**

13. Nick Ioannidis, resident, spoke in regards to his citizenship and being the founder of Immigration Day. He commented on the elections and wants to see Karina Macias resign.
14. Balle Machuca, resident, commented on his life in the City, the parking issue and some demolition work that is causing dust and a smell in the streets.
15. Rosales Professional Services Bureau, Melissa Rosales, resident, thanked Mayor and Council for everything, noted a meeting she had with the Assistant City Manager regarding parking and recommended having permits for residential, parking for the owners, special parking for military, pregnant women and a handicap drop off and pick up zone. She suggested finding options for more bathrooms for the public, take away the mannequins on the sidewalks from the businesses and asked for support from the Council.
16. Ric Loya, former Mayor, brought some bumper stickers that say "vote", mentioned how important it is to vote, noted he had obtained copies of Form 460s of the candidates and committees and encouraged everyone to vote.
17. Ivonne Correa, resident, spoke in regards to March 3<sup>rd</sup> elections, noted communication between the candidates, pictures being taking and wished all the best of luck.
18. Leticia Martinez, Executive Director, CEO for Chamber of Commerce, responded to a comment made earlier regarding the Chamber, spoke in support of the Chamber noting their support for the community, noted that the Chamber pays the City what is requested and encouraged the resident to call the Chamber if there are any concerns.

Mayor Perez made clear that the City does not give the Chamber any money for the events.

Council Member Gomez reiterated stating that the Chamber does pay the City some fees.

## **STAFF RESPONSE**

Mayor Perez responded to the comment regarding housing conditions in the City and asked the City Attorney what jurisdiction the City has in regulating conditions.

City Attorney Birrueta stated that the City doesn't have jurisdiction over private property, however if there is a home that is very problematic and it's been vacant or has vacant cars on the drive way for a long period of time the property would then be a public nuisance and the City has jurisdiction but only outside.

Vice Mayor Amezcuita stated that if a home or apartment has a lot of clutter it would be considered a fire hazard and that some cities will tell the home owner or landlord that it needs to be addressed.

## **STAFF RESPONSE (continued)**

Mayor Perez noted that a report would need to be generated and code enforcement would be called.

Interim City Manager Ornelas stated with regards to these issues with private properties and the conditions, code enforcement cannot just go into these properties. We rely on the public for notification, from the neighbors etc. to investigate, if there's something visible certainly we have every right to knock on the doors to inspect these properties.

Council Member Hernandez mentioned she has worked closely with the residents and property owners stating the City works hand in hand with Fair Housing who puts on workshops twice a year for both landlords and tenants teaching them their rights and responsibilities.

Interim City Manager Ornelas responded to the comment with regards to parking. He stated that parking has been an issue and has been addressed partially. In regards to the meters, the meters were installed by bond monies and cannot be removed because of the revenue being used to pay back the bond.

Mayor Perez responded to the comment made regarding the condition of Pacific Boulevard and why there isn't a street sweeper to keep it clean. She stated she walks the boulevard every morning because of the current issues regarding trash and sees that it is cleaned up until approximately 11:00 a.m. when she returns to find trash and an odor of urine. She feels the residents should take responsibility to take pride in keeping the City clean. She requested the City hang up signs regarding trash.

Interim City Manager Ornelas stated the Public Works department devotes 6 employees to Pacific Boulevard on a daily basis to clean-up streets, gutters, sidewalks and scraping gum off the sidewalks, that there is a concerted effort to keep it clean.

Mayor Perez noted that owners of businesses are smoking outside their doors. Stated smoking is not allowed in the City and asked if something can be done.

Vice Mayor Amezquita responded to the comment requesting public restrooms on Pacific Boulevard and asked if this can be included as part of the revitalization project on Pacific Boulevard. Interim City Manager Ornelas stated that this project will be coming back before Council for consideration of design and construction approval for this project.

Council Member Gomez suggested this item be discussed at a later date.

Council Member Hernandez responded to the comment regarding businesses and mentioned there were meetings and no one showed. If customers are spending money and the businesses don't allow use of the bathrooms why would the customers want to come back. We need the business owners to work together and help find solutions.

Council Member Gomez proposed that every store front operator be in charge of keeping it clean.

## **STAFF RESPONSE (continued)**

Chief of Police Cisneros responded to the comment of horses stating that the Police Department does not own horses they are privately owned by police offers and the program, which is the Mounted Enforcement Program is funded through AQMD funds so no general fund monies are used.

At 7:50 p.m. Mayor Perez recessed 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]

At 8:15 p.m. Mayor reconvened to open session.

## **CLOSED SESSION ANNOUNCEMENT**

City Attorney Birrueta announced that Council discussed Closed Session item 1 stating direction was given no action taken.

## **CONSENT CALENDAR**

**Motion:** Council Member Gomez motioned to approve consent calendar items, seconded by Council Member Macias. Motion passed unanimously by one motion

## **OFFICE OF THE CITY CLERK**

1. Approved 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. Approved Accounts Payable and Payroll Warrants dated March 2, 2015

## **CITY MANAGER**

3. Approved the Cooperative Transit Access Pass (“TAP”) Participant Agreement, the TAP Mobile Validator License Agreement with Los Angeles County Metropolitan Transportation Authority (MTA) for Installing Transit Access Pass (TAP) Card Readers on COMBI Shuttles and authorized the Interim City Manager to execute the agreements.

## CONSENT CALENDAR (continued)

### COUNCIL

4. Waived further reading and adopted 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.

Interim City Manager Ornelas presented the item and introduced Economic Development Manager Manuel Acosta who gave a brief presentation on the plan. Mr. Acosta then introduced the City's consultant Karen Warner who gave a PowerPoint presentation on the 5-Year Consolidated Plan which identifies community needs, proposed use of Community Development Block Grant funds to address those needs, Home Investment Partnership (HOME), community participation, Housing and Community Development, CDBG funded activities, and HOME funded activities.

Mayor Perez opened the item up for public comment.

## **PUBLIC HEARING ITEM 5 (continued)**

### Public Comment

1. Linda Caraballo, commented on affordable housing and a solution, use of the voucher system and asked Council to reconsider bringing the system back and if the City considers forming a Relocation Committee that she would like to be considered.
2. David Sanchez, voiced concern with affordable housing, suggested building a high rise, and the rise of population.
3. Melissa Rosales, voiced concern with condominiums being built in the Rita/Rugby area.

Mayor Perez closed public comment.

Council Member Gomez responded to a few comments regarding a committee: and feels it would benefit the City, density: that's always going to be an issue and high rise: this has been done before but there would be financial issues.

Council Member Hernandez commented on affordable housing, encouraged the public to get involved and review the plan that will be available at the Library, City Hall and on the Internet.

Vice Mayor Amezcua encourage more construction of units, change zoning and land use, look into adaptive reuse, mix use to have more housing. There's a lot of options to look at.

Council Member Macias agrees with voucher system, feels homelessness will be an issue and noted this should be considered.

Mayor Perez added that the public needs to know how important the census is to the City so that they will receive monies to assist the residents with services. She commented on what the City has done with the monies that are available and as a community to figure out how to get a shelter for the homeless.

Council Member Hernandez noted the City use to have a program to prevent the homeless.

Vice Mayor Amezcua asked Ms. Warner if the funds are based on census data. She stated no it's a federal entitlement population based.

**Motion:** Council motioned to receive and file.

## REGULAR AGENDA

### COMMUNITY DEVELOPMENT

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

Interim City Manager Ornelas presented item and explained that this was presented to Council previously and the discussion tonight is the in-kind services and fees to be paid by the Chamber. He stated the Chamber would pay for the over time for Police services. Mayor Perez corrected the statement stating that the City would be paying for the overtime. Mr. Ornelas stated that previously Council requested that proof of hardship be provided on the part of the Chamber, today the City received an email by the Chamber informing the City that they are currently working on their accounting books. The Chamber distributed to Council a draft document from their CPA.

Mayor Perez reiterated that the City is not waiving fees we're just not charging them to pay for the employees that will help set-up for the event.

Council Member Hernandez asked if the City would be assigning a police officer to the event. Chief of Police Cisneros explained that if any individual is assigned to the event is on an over-time basis with the exception of the reserves.

Council Member Gomez would have like to get the documents sooner and in the future any request for hardship the documents be brought to Council in a timely fashion. He supports the Chamber of Commerce and the events put on by them and went on to speak in support of the Chambers community involvement and does understand the parking issue during the events but feels these events generate foot traffic for the local businesses and feels the store owners need to find ways to attract customers and supports the request.

Council Member Hernandez voiced concerned with the documents just submitted and is uncertain if there is hardship that is required by the City.

Leticia Martinez, Executive Director, CEO for the Chamber of Commerce, stated that the documents presented are draft numbers and pointed out that their current balance is \$6,712 and overhead cost is approximately \$17,000 per month. She informed the public that any financial documents of the Chamber is public knowledge. Ms. Martinez went on to speak in support of the events the Chamber has and also stated that anyone wishing to speak to the Chamber may come in and speak to her anytime regarding any issues that arise while events are taking place.

Council Member Gomez noted that the goal for the Chamber is to gain memberships so that the need to request hardship is lessened.

Ms. Martinez stated that the events pay for themselves.

## **REGULAR AGENDA ITEM 6 (continued)**

Mayor Perez noted that the membership dues are very reasonable and asked Chamber to state. Ms. Martinez stated that the membership is \$180 to \$190 a year. Ms. Perez spoke in support of the Chamber.

At this time Council Member Gomez announced that he had to leave and asked to call this item to a vote. Mr. Gomez then motioned to approve that the Chamber meets the requirements with regards to hardship and direct staff to work with the Executive Director on some of the issues or needs that arise

Vice Mayor Amezcua acknowledge the Chamber for using a local CPA. He would like to see the final document and open to discuss other options for funding.

City Attorney Birrueta recommended Council repeat the motion.

Council Member Gomez repeated the motion stating that we accept hardship that the request does meet the hardship ordinance and direct staff to work with the executive director and the board regarding any needs as long as they don't over step the request from the previous year. To mirror what we did last year subject to the submittal of the final document.

City Attorney Birrueta recommended for the record to make clear, so that staff is not confused what the City intends to waive and what it intends not to waive so that everybody is clear and staff knows how to proceed.

Council Member Gomez asked the Chamber to specifically state what it is they are asking to waive.

Interim City Manager read the request letter that was provided previously from the Chamber. The request are, field services to be authorized for further services to be performed during personnel regular working hours and any minimal overtime as required to be provided as in-kind services, Chamber of Commerce will pay for police services at the rates requested for over time only and not be billed for those hours during regular service hours.

Council Member Gomez noted that previously the Chamber would reimburse the City with regards to parking meters that weren't used while the events took place.

Ms. Martinez reiterated that the Chamber will pay any minimal overtime as required and reimburse the City for the parking meters.

City Attorney Birrueta reiterated that the Chamber will pay for in-kind services during normal hours and for any over time and will reimburse the City for the parking meters.

## **REGULAR AGENDA ITEM 6 (continued)**

**Motion:** Council Member Gomez motioned to accept the letter of request approve that the Chamber meets the requirements with regards to hardship and direct staff to work with the Executive Director on some of the issues or needs that arise, seconded by Council Member Hernandez. Motion passed by the following vote:

ROLL CALL:

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

NOES Council member(s): None

City Attorney Birrueta also recommended to find out how much time does the Chamber need to provide the final numbers.

Ms. Martinez stated she needed to ask the CPA.

At 9:10 p.m. Council Members Gomez and Hernandez excused themselves.

### **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.

Interim City Manager Ornelas presented the item. He explained that staff is looking at this issue from all angles and in order to find solutions and inform the public, a working group is needed, which would include, UPW, Police Department, Code Enforcement, Planning, Administration Office, City Attorney and Public Works.

Vice Mayor Amezquita asked if the public would be part of the working group and would like to include someone from the public in order to get the community involved. He requested one from residential and one from the local businesses be added to the working group

Interim City Manager Ornelas stated at this point the public discussion would be before Council in terms of bringing the items to Council.

Council Member Macias agrees it's a good idea but feels that it would be hard to determine who that would be because you don't want to exclude anyone She mentioned to start with a working group and go from there.

## **REGULAR AGENDA ITEM 7 (continued)**

Vice Mayor Amezcua stated if there's no takers than that position would stay vacant but the offer would be there.

Council gave direction to proceed with forming a working group but requested that at least one is either a resident or business owner.

City Attorney Birrueta suggested at the next meeting to put an item on the agenda for anyone who wants to submit a card if they're interested in participating in the working group and pick one and go from there.

### **8. Discussion/Action regarding Agreement with California Consulting**

Interim City Manager presented the item stating its part of a review of contracts and while reviewing this contract noted the amount that was paid per month and feels there wasn't a need for a contract for this service. He noted he spoke to staff with regards to the consult and whether the city was receiving deliverables and products with regards to grants and recommends paying the consultant at an hourly rate versus a monthly amount. Mr. Ornelas stated unless these are being monitored you wouldn't know if there are deliverables noting in the past no product has been seen. Since terminating the contract he has spoken to staff and was informed that some grant applications were currently being worked on by the consultant and recommend to retain the consultant on an as-needed-basis. He would like to define the amount versus an hourly rate. Since contract is terminated we'll need to go out for Request for Proposals unless we retain on an as-needed basis.

Mayor Perez noted Mr. Steve Samuelian was in attendance with California Consulting.

Mr. Samuelian introduced himself along with his colleagues and went on to speak about what his firm does. His firm provides the City with a monthly report which he read from noting three grants that have been received by the City, two current applications that have been submitted, current grants that are in progress, and the amount received thus far and spoke in support of a request to reinstate the contract. He introduced Celina Santiago who reiterated the amounts of grants that have been received and the preparation and research that is involved. She introduced David Marquez who also reiterated the process of the grants and the amounts received. Discussion proceeded by the consultant the work that California Consultants have done preparing and researching it takes to complete the applications for grants and the number of people and hours that is involved.

Interim City Manager Ornelas questioned some of the numbers relative to the grants processed and whether the amounts have been received by the City. The amounts mentioned by the consultant are including amounts that have not yet been received or the City will not benefit. He suggested retaining them on an-as-needed basis.

## **REGULAR AGENDA ITEM 8 (continued)**

Mayor Perez asked would the City have the monies to pay the consultant an hourly rate.

City Attorney Birrueta reminded everyone that if the contract is going to exceed or be between \$5000 to \$15,000 there' going to have to be an informal bid process we'll have to receive 3 bids informally. If it's above \$15,000 it'll have to be a Request for Proposal and if over \$25,000 the Council will have to approve the contract. Right now we don't have the numbers so right not we don't know what the procedure will be. I recommend staff determine what the number will be working with California Consultants.

At 9:40 p.m. Council Member Gomez reentered the Council Chambers.

Ms. Santiago added amounts to the information that was provided from the Interim City Manager and went on to reiterate the process. Mr. Martinez noted readiness and strategic plan for grants and previous request by previous Interim City Manager on reporting.

Council discussed at length the amounts obtained by the consultant, return on investment, review what the City needs, numbers to be determined, previous approval for the contract, request by Council to consultant to report periodically, amount of retainer versus work done, request by Council for staff to work with the consultant to review numbers and report back to Council, authority to terminate contract, hourly rate versus monthly rate and discussed the idea of doing an informal bid process.

Chief of Police Cisneros noted to Council the current grants that the consultant is working on for the Police Department.

City Attorney Birrueta explained that it depends on what the contract say, if the Council authorized in the provisions for the City Manager to terminate the contract then he can terminate the contract. Suggested an informal process of obtaining three bids and if at that time it exceeds \$15,000 then it would be an RFP.

Interim City Manager Ornelas stated that since the City Manager has authority up to \$15,000 and given the interim period we can get all the data relative to the grants for the Police Department, what they're working on, the return on investments and bring back to Council to review and consider if you want to enter into a retainer agreement again. Mr. Ornelas also stated if the fees exceed \$15,000 for a proposal at an hourly rate than he would provide an RFP process for Council to consider but at this time the City would continue using California Consultants and do what we need to do to contractually enter into an agreement with them with a %15,000 limitation, but before we get to this point we'll get an hourly rate, administration, management cost, gather all the information on what it takes to process a grant and bring back to Council.

## **REGULAR AGENDA ITEM 8 (continued)**

Mr. Samuelian, California Consultants, mentioned previous approval of their contract noting it's a month to month with a 30 day cancellation but if Council wanted to consider a month to month at an hourly rate they would provide the information.

Council concluded with directing staff to obtain all the information and bring back to Council at a future date.

### **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. Waive further reading and 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.

Interim City Manager Ornelas presented the item and introduced Desi Alvarez, Consultant for the City who explained that the appropriation of \$75,000 is from the General Fund which the City has been doing to pay for Stormwater activity. City of Huntington Park along with six other cities are part of a watershed program and under the new Stormwater Permit, it 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 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. 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. To date Huntington Park has paid for all the costs associated with the Stormwater Permit using general funds. The request is to set up a Stormwater account to track stormwater expenses and to appropriately account for funds expended in the effort. Mr. Alvarez concluded with speaking in support of staff's recommendations.

Vice Mayor Amezcua asked if there are any grant monies available. Mr. Alvarez stated there are no grant monies available for this type of activity.

**Motion:** Vice Mayor Amezcua motioned waive further reading and 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, seconded by Council Member Gomez. Motion passed by the following vote:

## **REGULAR AGENDA ITEM 9 (continued)**

### ROLL CALL:

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

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

## **WRITTEN COMMUNICATIONS** - None

## **COUNCIL COMMUNICATIONS**

**Council Member Mario Gomez** – requested that any item involving consultants be addressed at the beginning.

**Council Member Ofelia Hernandez** – excused herself at 9:20 p.m.

**Council Member Karina Macias** – thanked those who were in attendance and encouraged the public to vote at tomorrow's elections.

**Vice Mayor Valentin Palos Amezcuita** – encouraged the public to vote and for standard practice to ask contractors to submit a detailed invoice.

**Mayor Rosa E. Perez** – requested that staff bring back at a later date the State requirements regarding water usage, directed staff to send a letter to Mr. Padilla regarding water usage and encouraged the public to vote.

## **ADJOURNMENT**

At 10:25 p.m. Mayor Perez adjourned the meeting to a Regular Meeting on Monday, March 16, 2015, at 6:00 p.m.

Respectfully submitted,

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Donna G. Schwartz, CMC  
City Clerk

# **CITY OF HUNTINGTON PARK**

## **City Council Regular Meeting Agenda Monday, April 6, 2015**

**ITEM 1. 1-2**

### **CONSENT CALENDAR**

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

**1. Approve Minutes of the following City Council Meetings:**

**1-2 Regular City Council Meeting held Monday, March 16, 2015**

**ITEM AVAILABLE MONDAY, APRIL 6, 2015**

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER**

**4/6/15**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description 1</b>	<b>Transaction</b>	<b>Prepaid</b>
AAA ELECTRICAL SUPPLY INC	107487-00	111-7020-421.43-10	LAMPS-POLICE DEPARTMENT	251.14	N
	106974-00	111-8022-419.43-10	LAMPS FOR CITY HALL	73.58	N
	107344-00	111-8022-419.43-10	LAMPS FOR CITY HALL	291.03	N
				<b>615.75</b>	
AARON CRUZ	3/2-4/6/15	111-6060-466.33-20	FOLKLORICO BEG	290.40	N
	3/2-4/6/15	111-6060-466.33-20	FOLKLORICO INT	52.80	N
	3/2-4/6/15	111-6060-466.33-20	FOLKLORICO ADV	132.00	N
	3/3-4/7/15	111-6060-466.33-20	FOLKLORICO BEG	132.00	N
	3/3-4/7/15	111-6060-466.33-20	FOLKLORICO INT	105.60	N
	3/3-4/7/15	111-6060-466.33-20	FOLKLORICO ADV	52.80	N
				<b>765.60</b>	
ABBA TERMITE & PEST CONTROL	25160	111-7065-441.61-20	BEE REMOVAL	195.00	N
				<b>195.00</b>	
ADMIN SURE	8457	745-9030-413.33-70	WORKERS COMP CLAIMS	7,080.40	N
				<b>7,080.40</b>	
ADMINISTRATIVE SERVICES COOP, INC.	322924	219-0250-431.56-45	FIESTA TAXI DIAL-A-RIDE	57,378.75	N
	322924	219-0250-431.56-45	ADMIN FEES	5,436.53	N
	322924	219-0250-431.56-45	PER TRIP FEE	2,109.45	N
	322924	219-0250-431.56-45	NEW CARDS FEE	180.00	N
	322924	219-0000-340.10-00	CO-PAID PER TRIP	-3,013.50	N
				<b>62,091.23</b>	
ADT SECURITY	276424124	111-6022-451.56-41	SECURITY SYSTEM-FREEDOM	210.60	N
				<b>210.60</b>	
AFSCME COUNCIL 36	PPE 3/15/2015	802-0000-217.60-10	AFSCME DUES	631.80	Y
	PPE 3/29/15	802-0000-217.60-10	AFSCME DUES	631.80	Y

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER**

**4/6/15**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description 1</b>	<b>Transaction</b>	<b>Prepaid</b>
				<b>1,263.60</b>	
AK & COMPANY	HPARK-15-2	111-9010-419.56-41	PROFESSIONAL SERVICES	3,400.00	N
				<b>3,400.00</b>	
AL'S QUALITY PAVING & ENGINEERING	101	221-8014-429.56-41	TRAFFIC SIGNAL REPAIRS	1,900.93	N
				<b>1,900.93</b>	
ALEX J. ESCOBAR	3/24/15	746-0218-413.35-10	TUITION REIMBURSEMENT	1,500.00	N
				<b>1,500.00</b>	
ALL CITY MANAGEMENT SERVICES	38385	111-7022-421.56-41	CROSSING GUARD SERVICES	4,669.62	N
				<b>4,669.62</b>	
ALVAKA NETWORKS	154189SA	111-7010-421.56-41	NETWORK MANAGEMENT	900.00	N
	154103	111-7010-421.56-41	NETWORK MANAGEMENT	1,220.00	N
	154263SA	111-7010-421.56-41	NETWORK MANAGEMENT	1,080.00	N
	154124	111-7010-421.56-41	NETWORK MANAGEMENT	5,289.00	N
	154257SA	111-7010-421.56-41	NETWORK MANAGEMENT	720.00	N
				<b>9,209.00</b>	
AMERI PRIDE UNIFORM SERVICES INC	1401045772	111-8020-431.16-20	LAUNDRY/RENTAL SERVICES	107.09	N
	1401045772	741-8060-431.16-20	SHOP RAGS & SOIL LOCKER	16.05	N
	1401050787	111-8020-431.16-20	LAUNDRY/RENTAL SERVICES	107.09	N
	1401050787	741-8060-431.16-20	SHOP RAGS & SOIL LOCKER	16.05	N
	1401055905	111-8020-431.16-20	LAUNDRY/RENTAL SERVICE	209.69	N
	1401055905	741-8060-431.16-20	SHOP RAGS & SOIL LOCKER	16.05	N
	1401060977	111-8020-431.16-20	LAUNDRY/RENTAL SERVICE	114.33	N
	1401060977	741-8060-431.16-20	SHOP RAGS & SOIL LOCKER	16.05	N
	1401065952	111-8020-431.16-20	LAUNDRY/RENTAL SERVICE	203.93	N
	1401065952	741-8060-431.16-20	SHOP RAGS & SOIL LOCKER	16.05	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER**

**4/6/15**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description 1</b>	<b>Transaction</b>	<b>Prepaid</b>
				<b>822.38</b>	
AMERICAN CELEBRATIONS	142612	111-0110-411.61-20	REFILL OF HELIUM TANK	49.05	N
				<b>49.05</b>	
AMERICAN EXPRESS	121714	232-5010-419.73-10	REIMBURSEMENT-OVERCHARGE	120.00	N
				<b>120.00</b>	
AMERICAN FAMILY LIFE ASSURANCE	PPE 3/15/2015	802-0000-217.50-40	CANCER INSURANCE	106.58	Y
	PPE 3/29/15	802-0000-217.50-40	CANCER INSURANCE	106.58	Y
				<b>213.16</b>	
AMTECH ELEVATOR SERVICES	DVL04010315	111-8022-419.56-41	ELEVATOR SRVC-3/1-5/31/15	631.92	N
				<b>631.92</b>	
ANA ANAYA	51073/52150	111-0000-347.20-00	REFUND-LITTLE DRIBBLERS	60.00	N
				<b>60.00</b>	
ANGELA CORNEJO	0251	111-0110-411.66-05	NEW COUNCIL WELCOME SUPPL	32.00	N
	1209	111-0110-411.61-20	NEW COUNCIL WELCOME SUPPL	5.45	N
	3/16/15	111-0110-411.61-20	NEW COUNCIL WELCOME SUPPL	47.09	N
	506500148245	111-0210-413.61-20	NEW COUNCIL WELCOME SUPPL	11.98	N
				<b>96.52</b>	
ANTONIO G CRUZ	4891-14692	681-0000-228.70-00	REFUSE REFUND	4,271.22	N
				<b>4,271.22</b>	
ANTONIO GUTIERREZ	3187-540	681-0000-228.70-00	WATER DEPOSIT REFUND	20.00	N
				<b>20.00</b>	
ARROWHEAD MOUNTAIN SPRING WATER CO.	05B0030225171	111-3010-415.61-20	WATER SRVCS 1/13-2/12/15	60.43	N
	15C0001984541	741-8060-431.43-20	WATER SRVCS-PUBLIC WORKS	41.28	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER**

**4/6/15**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description 1</b>	<b>Transaction</b>	<b>Prepaid</b>
	5C0030225171	111-3010-415.61-20	WATER DELIVERY SERVICES	77.88	N
				<b>179.59</b>	
AT&T	6332557	111-9010-419.53-10	ACCT# C60222540777	4,470.86	N
	6332561	681-8030-461.53-10	ACCT# C602225411777	359.60	N
	6332560	111-9010-419.53-10	ACCT# C602225410777	115.67	N
	6332558	111-7010-421.53-10	ACCT# C602225408777	2,428.51	N
				<b>7,374.64</b>	
AT&T MOBILITY	2/7-3/6/15	111-9010-419.53-10	ACCT # 832-433-777	1,136.83	N
	2/7-3/6/15	111-7010-421.53-10	ACCT# 870-062-392	800.45	N
	2/7-3/6/15	111-7010-421.53-10	ACCT# 993-625-860	2,926.46	N
				<b>4,863.74</b>	
AT&T PAYMENT CENTER	3/7-4/6/15	111-9010-419.53-10	ACCT# 337-841-4287-333-0	32.35	N
	3/7-4/6/15	111-9010-419.53-10	ACCT# 337-841-4286-333-1	32.35	N
	3/7-4/6/15	111-9010-419.53-10	ACCT# 337-841-4285-333-2	32.35	N
	3/7-4/6/15	111-9010-419.53-10	ACCT# 337-841-4284-333-3	32.35	N
	3/7-4/6/15	111-9010-419.53-10	ACCT# 337-841-4292-333-3	78.67	N
	3/7-4/6/15	111-9010-419.53-10	ACCT# 335-266-3215-820-5	65.25	N
	3/7-4/6/15	111-9010-419.53-10	ACCT# 337-841-4289-333-8	189.96	N
	3/7-4/6/15	111-9010-419.53-10	ACCT# 337-841-4288-333-9	98.41	N
	1/28-2/27/15	111-7010-421.53-10	ACCT# 323-583-9713-349-1	239.66	N
				<b>801.35</b>	
AZTECA SIGNS	5337	222-4010-431.73-10	WELCOME TO HP SIGN	2,168.76	N
				<b>2,168.76</b>	
BENEFIT ADMINISTRATION CORPORATION	6025883-IN	111-0230-413.56-41	ADMIN FEES-FEB 2015	50.00	N
				<b>50.00</b>	
BHL INDUSTRIES INC	3/12/15	285-0000-228.75-00	DEPOSIT REFUND-DEMO PRJCT	1,000.00	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER**

**4/6/15**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description 1</b>	<b>Transaction</b>	<b>Prepaid</b>
				<b>1,000.00</b>	
BLUE TARP FINANCIAL, INC.	32100222	111-8022-419.43-10	REPLACEMENT CART-ADMIN	125.40	N
				<b>125.40</b>	
BOB BARKER COMPANY INC.	WEB000360913	121-7040-421.56-14	JAIL SUPPLIES-PD	114.72	N
	WEB000359953	121-7040-421.56-14	JAIL SUPPLIES-PD	166.95	N
	WEB000360989	121-7040-421.56-14	JAIL SUPPLIES-PD	362.32	N
				<b>643.99</b>	
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 2/1/2015	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	34,521.25	N
	PPE 2/1/2015	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	22,871.82	N
	PPE 2/1/2015	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	63,696.53	N
	PPE 2/15/2015	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	34,093.10	N
	PPE 2/15/2015	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	22,230.80	N
	PPE 2/15/2015	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	63,540.79	N
	PPE 2/15/2015	216-0230-413.23-00	PERS CONT-SWORN	100.00	N
	PPE 2/15/2015	216-0230-413.24-00	PERS CONT-NON SWORN	100.00	N
	PPE 3/1/2015	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	34,235.90	N
	PPE 3/1/2015	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	22,552.28	N
	PPE 3/1/2015	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	64,542.22	N
	PPE 3/15/2015	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	34,224.83	N
	PPE 3/15/2015	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	22,228.92	N
	PPE 3/15/2015	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	64,003.51	N
	PPE 1/4/2015	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	35,194.63	N
	PPE 1/4/2015	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	24,433.53	N
	PPE 1/4/2015	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	65,536.46	N
	100000014452484	802-0000-217.30-10	1959 SURVIVOR BENEFIT	420.00	N
	100000014451489	802-0000-217.30-10	1959 SURVIVOR BENEFIT	3,600.00	N
	100000014451758	802-0000-217.30-10	1959 SURVIVOR BENEFIT	4,740.00	N
				<b>616,866.57</b>	
CALIFORNIA CONTRACT CITIES ASSN.	5/14-17/15	111-0110-411.58-22	SEMINAR REGISTRATION-COUN	575.00	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER**

**4/6/15**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description 1</b>	<b>Transaction</b>	<b>Prepaid</b>
	5/14-17/15	111-0110-411.58-19	SEMINAR REGISTRATION-COUN	575.00	N
	5/14-17/15	111-0110-411.58-21	SEMINAR REGISTRATION-COUN	575.00	N
	5/14-17/15	111-0110-411.58-23	SEMINAR REGISTRATION-COUN	575.00	N
				<b>2,300.00</b>	
CALPERS	1699	802-0000-218.10-10	APR 15 HEALTH PREMIUM	147,523.56	N
	1699	746-0213-413.56-41	APR 15 ADMIN FEES	488.27	N
	1699	217-0230-413.28-00	APR 15 HEALTH PREMIUM	130,949.85	N
	1699	217-0230-413.56-41	APR 15 ADMIN FEES	488.27	N
				<b>279,449.95</b>	
CANON	14718460	111-3011-419.43-05	CANON PRINTER MAINT SRVCS	332.02	N
	14718460	681-3022-415.43-05	CANON PRINTER MAINT SRVCS	332.02	N
				<b>664.04</b>	
CARLOS MURGUIA	51208/52022	111-0000-228.20-00	DEPOSIT REFUND-SENIOR PRK	250.00	N
				<b>250.00</b>	
CASA BONITA SENIOR APARTMENTS	APRIL 2015	242-5098-463.73-15	TENANT BASED ASSISTANCE	9,807.58	N
				<b>9,807.58</b>	
CDW GOVERNMENT, INC.	SZ86300	111-7010-421.61-21	IT SUPPLIES	13.64	N
	SP65131	111-7010-421.61-21	IT SUPPLIES-PD	42.27	N
	RX79432	111-7010-421.61-21	IT SUPPLIES-PD	170.77	N
	RW98527	111-7010-421.61-21	IT SUPPLIES-PD	402.26	N
	SJ14417	111-7010-421.61-21	IT SUPPLIES-PD	775.25	N
	NR86952	111-7010-421.61-21	IT SUPPLIES-PD	614.80	N
	SX32505	111-7010-421.61-21	IT SUPPLIES-PD	82.04	N
				<b>2,101.03</b>	
CELL BUSINESS EQUIPMENT	IN1668519	111-9010-419.44-10	RICOH COLOR COPIER	73.85	N
	IN1668519	111-0210-413.43-05	RICOH COLOR COPIER	73.85	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER**

**4/6/15**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description 1</b>	<b>Transaction</b>	<b>Prepaid</b>
				<b>147.70</b>	
CENTRAL BASIN MWD	HP-FEB15	681-8030-461.41-00	WATER SERVICES FEB 2015	119,526.49	N
				<b>119,526.49</b>	
CHRISTINA L. DIXON	293	285-8050-432.64-00	REPLACE CK#186450	137.78	N
				<b>137.78</b>	
CITY OF HUNTINGTON PARK - STANDARD	PPE 3/15/2015	802-0000-217.50-70	STANDARD LIFE INSURANCE	749.78	N
	PPE 3/29/15	802-0000-217.50-70	STANDARD LIFE INSURANCE	749.78	N
				<b>1,499.56</b>	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 3/15/2015	802-0000-217.30-30	SECTION 125	424.00	Y
	PPE 3/29/15	802-0000-217.30-30	SECTION 125	424.00	Y
				<b>848.00</b>	
CITY OF HUNTINGTON PARK GEA	PPE 3/15/2015	802-0000-217.60-10	GENERAL EMPL & ASSN DUES	126.25	Y
	PPE 3/29/15	802-0000-217.60-10	GENERAL EMPL & ASSN DUES	126.25	Y
				<b>252.50</b>	
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 3/15/2015	802-0000-217.60-50	LEGAL SHIELD	147.16	N
	PPE 3/29/15	802-0000-217.60-50	LEGAL SHIELD	147.16	N
				<b>294.32</b>	
CLAUDE J. BILODEAU	266	285-8050-432.64-00	CLEAN UP/LITTER RMBRSMNT	26.66	N
	780487	111-0110-411.66-05	COUNCIL MEETING 3/16/15	153.70	N
				<b>180.36</b>	
CLINICAL LAB OF SAN BERNARDINO, INC	941957	681-8030-461.56-41	WATER SAMPLING FEES	398.50	N
				<b>398.50</b>	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 3/15/2015	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,554.94	Y

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	PPE 3/29/15	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,594.27	Y
				<b>3,149.21</b>	
COMPUTER SERVICE COMPANY	3845-00207	221-8014-429.56-41	SERVICE CALL OUT	467.13	N
	3845-00208	221-8014-429.56-41	SERVICE CALL OUT	615.15	N
	3845-00209	221-8014-429.56-41	MONTHLY SERVICE-JUNE 2014	300.00	N
	3845-00210	221-8014-429.56-41	MONTHLY SERVICE-JULY 2014	300.00	N
	3845-00211	221-8014-429.56-41	SERVICE CALL OUT	701.00	N
	3845-00212	221-8014-429.56-41	SERVICE CALL OUT	521.91	N
	3845-00213	221-8014-429.56-41	SERVICE CALL OUT	513.21	N
	3845-00214	221-8014-429.56-41	SERVICE CALL OUT	183.00	N
	3845-00215	221-8014-429.56-41	SERVICE CALL OUT	451.63	N
	3845-00216	221-8014-429.56-41	SERVICE CALL OUT	390.00	N
				<b>4,443.03</b>	
COUNTY OF L.A. DEPT OF PUBLIC WORKS	15030506170	221-8014-429.56-41	TRAFFIC SIGNAL MAINT	270.76	N
				<b>270.76</b>	
CURVATURE LLC	506775	111-7010-421.61-21	IT SOFTWARE	823.17	N
				<b>823.17</b>	
DAISY AMPARO	51806/52009	111-0000-347.50-00	CLASS REFUND-CPR	50.00	N
				<b>50.00</b>	
DE LAGE LANDEN	44924103	111-7010-421.44-10	COPIER LEASE PAYMENT-PD	685.56	N
				<b>685.56</b>	
DEPARTMENT OF ANIMAL CARE & CONTROL	FEB 2015	111-7065-441.56-41	HOUSING COST-ANIMAL CARE	5,178.07	N
				<b>5,178.07</b>	
DEPARTMENT OF CORONER	15ME0281	111-7030-421.56-41	AUTOPSY REPORT	26.00	N

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				<b>26.00</b>	
DEPARTMENT OF JUSTICE	85090	111-7030-421.56-41	FINGERPRINT APPS	371.00	N
				<b>371.00</b>	
DISH NETWORK	3/12-4/11/15	111-7010-421.61-20	SATELLITE SERVICES-PD	59.08	N
				<b>59.08</b>	
DONALD H. MAYNOR	DHM 6824	111-3013-415.56-41	LEGAL SERVICES FEES UUT	1,599.41	N
				<b>1,599.41</b>	
DULCE MARIA CHAVEZ	2/28-4/4/15	111-6060-466.33-20	PRE BALLE	486.40	N
	2/28-4/4/15	111-6060-466.33-20	KINDER BALLE	668.80	N
	2/28-4/4/15	111-6060-466.33-20	BEG BALLE	699.20	N
				<b>1,854.40</b>	
DUNCAN PARKING TECHNOLOGIES	DPT021629	231-7060-421.61-20	LIBERTY METER AUTOTRAX	391.00	N
				<b>391.00</b>	
ELIZABETH DIAZ	51225/52059	111-0000-347.50-00	REFUND-CLH CLASS	60.00	N
				<b>60.00</b>	
ENTERPRISE FM TRUST	FBN2737375	229-7010-421.74-10	MONTHLY LEASE CHARGES	1,149.99	N
	FBN2737375	226-9010-419.74-20	MONTHLY LEASE CHARGES	1,225.76	N
				<b>2,375.75</b>	
ENVIRO COMMUNICATIONS, INC.	HP-02-15	221-4010-431.73-10	MONTHLY RETAINER-FEB 15	7,000.00	N
	HP-02-15	221-8014-429.56-41	FEDERAL TRACKER	1,000.00	N
	HP-02-15	111-4010-431.56-62	EXPENSES TO BE REIMBURSED	95.27	N
	HP-03-15	221-4010-431.73-10	MONTHLY RETAINER MAR 15	7,000.00	N
	HP-03-15	221-8014-429.56-41	FEDERAL TRACKER	1,000.00	N
	HP-03-15	111-4010-431.56-62	MISC. EXPENSES	98.54	N

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	HP-04-15	221-4010-431.73-10	MONTHLY RETAINER APR 15	7,000.00	N
	HP-04-15	221-8014-429.56-41	FEDERAL TRACKER	1,000.00	N
	HP-04-15	111-4010-431.56-62	MISC. EXPENSES	72.44	N
				<b>24,266.25</b>	
ESTELA RAMIREZ	3/10-3/12/15	111-6060-466.33-20	AEROBIC BODY TONING	21.00	N
				<b>21.00</b>	
EVELYN REYES	3/19/15	111-7010-421.59-30	MILEAGE REIMBURSEMENT	11.30	N
				<b>11.30</b>	
F&A FEDERAL CREDIT UNION	PPE 3/15/2015	802-0000-217.60-40	F&A CREDIT UNION	16,061.50	Y
	PPE 3/29/15	802-0000-217.60-40	F&A CREDIT UNION	16,061.50	Y
				<b>32,123.00</b>	
FAIR HOUSING FOUNDATION	JAN 15	239-5210-463.57-87	HOUSING RIGHTS-ADVICE	809.88	N
				<b>809.88</b>	
FIRST CHOICE SERVICES	488269	111-9010-419.61-20	PURCHASE-COFFEE SUPPLIES	99.84	N
				<b>99.84</b>	
FRANCISCO ALVAREZ	8943-24128	681-0000-228.70-00	REFUSE REFUND	3,579.39	N
				<b>3,579.39</b>	
GAGE BOWL	3162015	239-6060-466.61-20	ASP INTRAMURAL LEAGUE	756.00	N
				<b>756.00</b>	
GALLS	BC0138592	111-7022-421.61-29	UNIFORM-PD	2,115.33	N
				<b>2,115.33</b>	
GARDA CL WEST, INC.	20048038	111-3010-415.33-10	REPLACE CK#189652	263.32	N
	20060130	111-3010-415.33-10	ARMORED TRANSPRTN SERVICE	102.38	N

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				<b>365.70</b>	
GERARDO A. MARTINEZ	FEB 15	111-0110-411.56-41	INTERPRETING SERVICES	675.00	N
				<b>675.00</b>	
GLOBALSTAR USA	100000006319408	111-7022-421.56-41	ACCT# 1.50018653	53.13	N
				<b>53.13</b>	
GRAINGER	9675487228	111-7020-421.43-10	PLEXI GLASS FOR CEILING	67.53	N
				<b>67.53</b>	
HANKIL LEE	3/16/15	111-7010-421.59-20	MILEAGE REIMBURSEMENT	71.14	N
				<b>71.14</b>	
HERNANDEZ SIGNS, INC.	1297	111-6020-451.61-35	PROMOTIONAL BANNERS	1,255.68	N
				<b>1,255.68</b>	
HILTI INC	4605388328	221-8010-431.61-20	BASE & POLE INSTALLATION	748.29	N
				<b>748.29</b>	
HOLIDAY INN SAN DIEGO BAYSIDE	4/14-4/17/15	111-7045-421.59-10	SWAT TEAM LEADER COURSE	162.64	N
	4/14-4/17/15	111-7010-421.59-20	SWAT TEAM LEADER COURSE	400.32	N
				<b>562.96</b>	
HOME DEPOT - PARKS & RECREATION	11242	111-6010-451.61-20	SUPPLIES FOR ADMIN	47.31	N
				<b>47.31</b>	
HOME DEPOT - PUBLIC WORKS	260322	111-7020-421.43-10	POLICE BUILDING EXPENSES	206.13	N
	9260335	111-7020-421.43-10	POLICE BUILDING EXPENSES	18.51	N
	9260338	111-7020-421.43-10	POLICE BUILDING EXPENSES	32.39	N
	9260340	111-8022-419.43-10	CITY HALL EXPENSES	17.24	N
	3260587	111-8022-419.43-10	CITY HALL EXPENSES	65.64	N

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	9260619	111-8022-419.43-10	CITY HALL EXPENSES	165.90	N
	9260621	111-8022-419.43-10	CITY HALL EXPENSES	165.90	N
	9211517	111-8022-419.43-10	CITY HALL EXPENSES	-165.90	N
	9260635	111-8022-419.43-10	CITY HALL EXPENSES	646.26	N
	9260620	111-6022-451.43-10	PARKS & REC EXPENSES	14.15	N
	9260339	111-6022-451.43-10	PARKS & REC EXPENSES	14.15	N
	6260712	111-6022-451.43-10	PARKS & REC EXPENSES	108.37	N
	8260650	111-6020-451.43-20	PUBLIC WORKS EXPENSES	18.90	N
	260487	220-8070-431.74-10	PARKLET EXPENSES	376.97	N
	9031057	220-8070-431.74-10	PARKLET EXPENSES	187.98	N
	6260522	220-8070-431.74-10	PARKLET EXPENSES	66.18	N
	1211442	220-8070-431.74-10	PARKLET EXPENSES	148.07	N
	5260550	220-8070-431.74-10	PARKLET EXPENSES	6.41	N
	9260633	220-8070-431.74-10	PARKLET EXPENSES	21.70	N
	8260659	220-8070-431.74-10	PARKLET EXPENSES	61.67	N
	6260717	220-8070-431.74-10	PARKLET EXPENSES	16.28	N
	3260425	535-6090-452.61-20	STREET TREES LANDSCAPE	87.65	N
	4260573	535-6090-452.61-20	STREET TREES LANDSCAPE	13.59	N
	2250049	221-8010-431.61-20	STREE OPERATION EXPENSES	117.33	N
	1260465	221-8010-431.61-20	STREE OPERATION EXPENSES	11.97	N
	7260386	741-8060-431.43-20	FLEET EXPENSES	128.49	N
	4260414	741-8060-431.43-20	FLEET EXPENSES	27.22	N
	260489	741-8060-431.43-20	FLEET EXPENSES	47.87	N
	3260582	741-8060-431.43-20	FLEET EXPENSES	195.11	N
	4210990	741-8060-431.43-20	FLEET EXPENSES	-19.50	N
	1260287	221-8014-429.61-20	TRAFFIC SIGNAL EXPENSES	30.48	N
	6260717	285-8050-432.61-20	RECYCLING EXPENSES	15.88	N
	7262931	535-8016-431.61-45	PUBLIC WORKS EXPENSES	269.55	N
				<b>3,118.54</b>	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 3/15/2015	802-0000-217.60-10	POLICE MANAGEMENT DUES	65.00	Y
	PPE 3/29/15	802-0000-217.60-10	POLICE MANAGEMENT DUES	65.00	Y

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				<b>130.00</b>	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 3/15/2015	802-0000-217.60-10	POLICE OFFICERS ASSN DUES	4,152.57	Y
	PPE 3/29/15	802-0000-217.60-10	POLICE OFFICERS ASSN DUES	4,152.57	Y
				<b>8,305.14</b>	
HUNTINGTON PARK RUBBER STAMP CO.	264491-IN	111-0210-413.61-20	DIRECTOR OF FINANCE NAME	14.39	N
				<b>14.39</b>	
ILMA A CASTANEDA	3185794	111-0000-351.10-10	PARKING REFUND	47.50	N
				<b>47.50</b>	
JACQUELINE ZEPEDA	50984/52144	111-0000-347.20-00	REFUND-LITTLE DRIBBLERS	60.00	N
				<b>60.00</b>	
JAVIER PALACIOS	51848/52080	111-0000-347.20-00	REFUND-SPRING TEE BALL	60.00	N
				<b>60.00</b>	
JESSICA RAMIREZ	20879-7310	681-0000-228.70-00	WATER CR FINAL BILL RFND	39.16	N
				<b>39.16</b>	
JESUS E. VERDIELL	373332	111-7010-421.59-10	GAS PURCHASE REIMBURSEMNT	30.62	N
	5023	111-7010-421.59-10	GAS PURCHASE REIMBURSEMNT	22.76	N
	14610	111-7010-421.59-10	GAS PURCHASE REIMBURSEMNT	32.07	N
	23465	111-7010-421.59-10	GAS PURCHASE REIMBURSEMNT	50.00	N
				<b>135.45</b>	
JOBS AVAILABLE INC	1506028	111-0230-413.54-00	DISPLAY AD 2/24/15 & 3/10	702.00	N
				<b>702.00</b>	
JOEL GORDILLO	MAR-15	111-0210-413.56-41	FILM & BROADCAST-MEETINGS	1,650.00	N

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				<b>1,650.00</b>	
JOHN CASTRO	3/19/15	111-7010-421.59-30	MILEAGE REIMBURSEMENT	11.30	N
				<b>11.30</b>	
JONES & MAYER	71526	111-0220-411.32-70	LEGAL SERVICES-FEB 15	52.50	N
				<b>52.50</b>	
JOSE VILLALOBOS	49041/52012	111-0000-347.60-00	REFUND-ADVENTURE CITY	15.00	N
				<b>15.00</b>	
JUAN A. PRECIADO	3/24/15	746-0218-413.35-10	TUITION REIMBURSEMENT	242.89	N
				<b>242.89</b>	
JUAN RAMIREZ	11583-14532	681-0000-228.70-00	WATER DEPOSIT REFUND	20.00	N
				<b>20.00</b>	
JUANA GARCIA	50863/52145	111-0000-228.20-00	DEPOSIT REFUND-HPCC	500.00	N
				<b>500.00</b>	
KARINA MACIAS	51971/52063	111-0000-228.20-00	DEPOSIT REFUND-HPCC	500.00	N
				<b>500.00</b>	
KRISTEN GATCHELL	3/24/15	746-0218-413.35-10	TUITION REIMBURSEMENT	1,500.00	N
				<b>1,500.00</b>	
KURT J. CAMP	HP00072	111-7030-421.56-41	LAFIS DATABASE PRINTS	835.00	N
				<b>835.00</b>	
LA COUNTY SHERIFF'S DEPT	153347ST	111-7022-421.56-41	INMATE MEAL SERVICES	846.45	N
				<b>846.45</b>	

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LACMTA	800060534	219-0250-431.58-50	TAP CARD-SENIOR/DISABLED	5,920.00	N
	47430	221-8014-429.61-20	METRO LOBBY REGISTRATION	50.00	N
				<b>5,970.00</b>	
LAN WAN ENTERPRISE, INC	52167	111-9010-419.56-64	IT MAINT SERVICES-MAR 15	7,000.00	N
	52242	111-9010-419.56-64	UPDATE DNS-NEW IP ADDRESS	360.00	N
	51840	111-8020-431.61-20	POWER SUPPLY REPLACEMENT	668.86	N
				<b>8,028.86</b>	
LEGAL SHIELD	MAR 2015	802-0000-217.60-50	IDENTITY THEFT PROTECTION	318.80	N
				<b>318.80</b>	
LENTZ LOCKSMITH SERVICE	10667	285-8050-432.61-20	KEY FOR TRASH COMPACTOR	195.00	N
				<b>195.00</b>	
LIBORIO R/TRUST MORALES	14245-15128	681-0000-228.70-00	WATER DEPOSIT REFUND	50.00	N
				<b>50.00</b>	
LIZETTE MONTANO	49049/52010	111-0000-347.60-00	REFUND-ADVENTURE CITY	33.00	N
				<b>33.00</b>	
LORRAINE MENDEZ & ASSOCIATES, LLC	165	242-5098-463.56-41	HP CON PLAN & AAP SRVCS	325.23	N
	165	239-5060-463.56-41	HP CON PLAN & AAP SRVCS	6,179.41	N
	163	239-5060-463.56-41	CONTRC PROFESSIONAL SRVCS	4,670.00	N
	163	239-5040-463.57-30	CONTRC PROFESSIONAL SRVCS	450.00	N
	163	242-5098-463.56-41	CONTRC PROFESSIONAL SRVCS	1,851.18	N
	164	242-5098-463.73-15	HOME ADMIN TBRA PROGRAM	660.00	N
				<b>14,135.82</b>	
LOS ANGELES TIMES	2/28/15	111-0110-411.61-20	LA TIMES SUPCRIPTION	20.99	N
				<b>20.99</b>	

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LUCIA CASTILLO	2/26-4/2/15	111-6060-466.33-20	PRE BALLE	212.80	N
	2/27-4/3/15	111-6060-466.33-20	PRE BALLE	456.00	N
	2/27-4/3/15	111-6060-466.33-20	KINDER BALLE	516.80	N
	2/27-4/3/15	111-6060-466.33-20	BEG BALLE	486.40	N
				<b>1,672.00</b>	
LUIS AGUIRRE	48796/52169	111-0000-228.20-00	FORFEIT DEPOSIT REFUND	60.00	N
				<b>60.00</b>	
MANAGED HEALTH NETWORK	3200003267	802-0000-217.50-60	MANAGED HEALTH NETWORK	1,475.60	N
	3200003268	802-0000-217.50-60	MANAGED HEALTH NETWORK	1,218.56	N
				<b>2,694.16</b>	
MARIO A. GOMEZ	1ST CAR	111-0110-411.58-13	PARKING REIMBURSEMENT	12.00	N
				<b>12.00</b>	
MARTIN & CHAPMAN CO.	2015044	111-1010-411.31-10	ELECTION OATH CERTIFICATE	32.70	N
				<b>32.70</b>	
MATSUMOTO CONSULTING LLC	15-03-02HP	111-3013-415.56-41	PROFESSIONAL SERVICES	9,600.00	N
	15-04-01HP	111-3013-415.56-41	PROFESSIONAL SERVICES	11,250.00	N
				<b>20,850.00</b>	
MICHAEL CHEE	22	111-0240-466.64-00	PUBLIC AFFAIR-PIO SUPPORT	3,340.50	N
	22	287-8057-432.54-00	PUBLIC AFFAIR-PIO SUPPORT	111.50	N
	22	111-0210-413.56-41	PUBLIC AFFAIR-PIO SUPPORT	1,662.10	N
				<b>5,114.10</b>	
MIGUEL GUTIERREZ	HP-S0066	111-6030-451.61-35	YOUTH BBALL REFEREE SRVCS	66.00	N
				<b>66.00</b>	
MIGUEL R NAVIA	4/14-17/15	111-7010-421.59-20	ADV SWAT TEAM LEADER	175.00	N

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				<b>175.00</b>	
MIKE RAAHAUGE SHOOTING ENTERPRISES	606	111-7010-421.56-41	SHOOTING RANGE-PD	260.00	N
				<b>260.00</b>	
MOBILE ID SOLUTIONS, INC.	60796	111-6010-451.74-10	ID CARD PRINTER MAINT	215.65	N
				<b>215.65</b>	
NATALIE DELGADO	50871/52011	111-0000-347.50-00	REFUND-HIP HOP CLASS	50.00	N
				<b>50.00</b>	
NATION WIDE RETIREMENT SOLUTIONS	PPE 3/15/2015	802-0000-217.40-10	NATIONWIDE RETIREMENT SOL	18,192.21	Y
	PPE 3/29/15	802-0000-217.40-10	NATIONWIDE RETIREMENT SOL	18,192.21	Y
				<b>36,384.42</b>	
NIZAR JR KHWAJA	20473-286	681-0000-228.70-00	WATER DEPOSIT REFUND	200.00	N
				<b>200.00</b>	
O'REILLY AUTO PARTS	2959-342509	741-8060-431.43-20	VEHICLE PARTS ACCORD PD	113.23	N
	2959-342913	741-8060-431.43-20	VEHICLE PARTS	134.95	N
	2959342941	741-8060-431.43-20	CREDIT UNIT 882	-11.63	N
	2959-342970	741-8060-431.43-20	SHOP SUPPLIES	49.44	N
	2959-342831	741-8060-431.43-20	VEHICLE PARTS UNIT 185	76.27	N
	2959-342943	741-8060-431.43-20	VEHICLE PARTS UNIT 882	46.35	N
	2959-342568	741-8060-431.43-20	BATTERY CREDIT ACCORD	-18.00	N
	2959-344049	741-8060-431.43-20	VEHICLE PARTS UNIT 349	388.79	N
	2959-341688	741-8060-431.43-20	VEHICLE PARTS UNIT 140	-10.00	N
	2959-341933	741-8060-431.43-20	VEHICLE PARTS UNIT 140	-48.77	N
	2959-341704	741-8060-431.43-20	VEHICLE PARTS UNIT 140	48.77	N
	2959-341504	741-8060-431.43-20	SHOP SUPPLIES	19.60	N
	2959-341597	741-8060-431.43-20	SHOP SUPPLIES	27.24	N
	2959-341636	741-8060-431.43-20	SHOP SUPPLIES	4.36	N

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	2959-341507	741-8060-431.43-20	CREDIT UNIT 884	-10.00	N
	2959-341541	741-8060-431.43-20	VEHICLE PARTS UNIT 140	19.60	N
	2959-341759	741-8060-431.43-20	CREDIT UNIT 140	-48.77	N
	2959-336775	741-8060-431.43-20	SHOP SUPPLIES	67.36	N
	2959-336774	741-8060-431.43-20	CREDIT	-127.53	N
	2959-344111	741-8060-431.43-20	SHOP SUPPLIES	25.06	N
	2959-320025	741-8060-431.43-20	VEHICLE PARTS	54.49	N
	2959-319901	741-8060-431.43-20	VEHICLE PARTS	55.81	N
	2959-319502	741-8060-431.43-20	VEHICLE PARTS	147.48	N
	2959-319521	741-8060-431.43-20	VEHICLE PARTS	16.50	N
	2959-317538	741-8060-431.43-20	VEHICLE PARTS	11.43	N
	2959-319487	741-8060-431.43-20	VEHICLE PARTS	101.70	N
	2959-316836	741-8060-431.43-20	VEHICLE PARTS	130.80	N
	2959-317528	741-8060-431.43-20	VEHICLE PARTS	54.48	N
	2959-315160	741-8060-431.43-20	VEHICLE PARTS	14.82	N
	2959-315328	741-8060-431.43-20	VEHICLE PARTS	290.41	N
	2959-314125	741-8060-431.43-20	VEHICLE PARTS	732.89	N
	2959-314097	741-8060-431.43-20	VEHICLE PARTS	327.88	N
	2959-314096	741-8060-431.43-20	VEHICLE PARTS	239.08	N
	2959-303005	741-8060-431.43-20	VEHICLE PARTS	36.56	N
	2959-305337	741-8060-431.43-20	VEHICLE PARTS	47.63	N
	2959-305367	741-8060-431.43-20	VEHICLE PARTS	45.71	N
	2959-305650	741-8060-431.43-20	VEHICLE PARTS	8.71	N
	2959-307575	741-8060-431.43-20	VEHICLE PARTS	31.04	N
	2959-336737	741-8060-431.43-20	VEHICLE PARTS	57.39	N
	2959-338087	741-8060-431.43-20	VEHICLE PARTS	62.52	N
	2959-338143	741-8060-431.43-20	VEHICLE PARTS	31.70	N
	2959-341212	741-8060-431.43-20	VEHICLE PARTS	308.33	N
	2959-341054	741-8060-431.43-20	VEHICLE PARTS	259.93	N
	EB12241412	741-8060-431.43-20	EARN BACK CREDIT	-8.54	N
	PCM77968-1	741-8060-431.43-20	OVERPAYMENT	-18.67	N
	PCM78153-1	741-8060-431.43-20	OVERPAYMENT	-155.12	N
	2959-314164	741-8060-431.43-20	CREDIT	-307.16	N

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	2959-336340	741-8060-431.43-20	LATE FEE	50.78	N
				<b>3,374.90</b>	
OCEAN RIDGE EQUITIES LLC	21687-8120	681-0000-228.70-00	WATER CREDIT REFUND	43.29	N
				<b>43.29</b>	
OK PRINTING DESIGN & DIGITAL PRINT	26	111-5010-419.43-05	500 EXPANSION ENVELOPES	545.00	N
	27	111-8020-431.61-20	BUSINESS CARDS-PW	49.05	N
	43	239-5040-463.61-20	BUSINESS CARDS	49.05	N
	40	111-3010-415.61-20	BUSINESS CARDS-FINANCE	310.65	N
				<b>953.75</b>	
OLDTIMERS FOUNDATION	0215-188	219-0250-431.56-43	COMBI SHUTTLE SERVICES	32,600.64	Y
	0215-188	219-0000-340.30-00	PROGRAM INCOME	-5,762.98	Y
	15873	741-8060-431.62-30	FUEL PURCHASE-NOV 14	-10,732.26	Y
	2/20/2015	741-8060-431.62-30	FUEL PURCHASE-DEC 14	-5,885.85	Y
	0215-188	219-0250-431.56-43	COMBI SHUTTLE SERVICES	32,600.64	Y
	0215-188	219-0000-340.30-00	PROGRAM INCOME	-5,762.98	Y
	15873	741-8060-431.62-30	FUEL PURCHASE-NOV 14	-5,366.13	Y
				<b>31,691.08</b>	
OLIVAREZ MADRUGA, LLP	12680-12695	111-0220-411.32-70	JAN 15 GEN LEGAL SERVICES	41,267.77	N
	12695	681-8030-461.32-70	JAN 15 WATER RESOURCES	1,045.00	N
				<b>42,312.77</b>	
ORANGE LINE DEVELOPMENT AUTHORITY	2	222-4010-431.73-10	CITY'S METRO CALL PROJECT	1,780.35	N
	3	222-4010-431.73-10	CITY'S METRO CALL PROJECT	1,596.62	N
				<b>3,376.97</b>	
OSUNA SINALOA AUTO GLASS CORP	I000401	741-8060-431.43-20	GLASS TINT-UNIT 218 PW	245.26	N
	I000400	741-8060-431.43-20	GLASS TINT-UNIT 954 PD	125.00	N

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				<b>370.26</b>	
PAC HP HOLDINGS LLC	APR-15	111-7022-421.44-10	PD SUBSTATION RENT	115.76	N
				<b>115.76</b>	
PARS	30968	217-0230-413.56-41	REP FEES	2,121.80	N
	36628	111-3013-415.56-41	UTILITY USER TAX-FEE	4,798.22	N
				<b>6,920.02</b>	
PEERLESS MATERIALS CO.,LLC	45079	535-6090-452.61-20	MISC. PROJECTS CLEANING	53.65	N
				<b>53.65</b>	
PITNEY BOWES	8318107-MR15	111-9010-419.44-10	LEASING CHARGES	1,273.37	N
				<b>1,273.37</b>	
PRUDENTIAL OVERALL SUPPLY	50714506	111-6010-451.56-41	MAT CLEANING SRVCS-SLP	74.97	N
	50714505	111-6010-451.56-41	MAT CLEANING SRVCS-HPCC	40.58	N
	50710525	111-8022-419.43-10	MAT RENTAL-CITY HALL	27.98	N
	50705512	111-8022-419.43-10	MAT RENTAL-CITY HALL	27.98	N
	50710523	111-7010-421.61-20	MAT CLEANING SERVICES	16.85	N
	50709500	111-6010-451.56-41	MAT CLEANING SERVICES-SLP	74.97	N
	50709499	111-6010-451.56-41	MAT CLEANING SRVCS-HPCC	40.58	N
				<b>303.91</b>	
PURCHASE POWER	3/11/15	111-7040-421.56-41	POSTAGE/SUPPLIES	560.72	N
				<b>560.72</b>	
RELIABLE OFFICE SUPPLIES	FYO32100	111-3010-415.61-20	TONERS-REVENUE COUNTER	82.51	N
				<b>82.51</b>	
RENE VASQUEZ	51826/52013	111-0000-228.20-00	REFUND-SOCIAL HALL	500.00	N
	51826/52013	111-0000-347.70-00	REFUND-SOCIAL HALL	150.00	N

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				<b>650.00</b>	
RESOURCE BUILDING MATERIALS	1681766	535-6090-452.61-20	BASEBALL DIAMONDS CHALK	346.67	N
				<b>346.67</b>	
RHYME UNIVERSITY INC	6133432	111-6020-451.61-35	GRADUATION SASHE-TINY TOT	157.95	N
				<b>157.95</b>	
RICOH USA, INC.	44957046	111-6010-451.56-41	COPIER LEASE-MARCH 2015	222.76	N
	5035143640	111-6010-451.56-41	ADDITIONAL PRINTING SRVCS	474.37	N
				<b>697.13</b>	
RIO HONDO COLLEGE	S15-52-ZHPK	111-7010-421.59-20	TRAINING-PD	18.40	N
	6/15-26/15	111-7010-421.59-20	REGISTRATION-POST COURSE	103.00	N
				<b>121.40</b>	
RIVERSIDE COUNTY SHERIFF'S DEPT	5/15-22/15	111-7010-421.59-20	REGISTRATION-BACKGROUND	201.00	N
				<b>201.00</b>	
ROSA PEREZ	SLF PRK	111-0110-411.58-18	PAIKING REFUND	12.00	N
				<b>12.00</b>	
SANCHEZ AWARDS	600	111-0110-411.61-20	PLAQUES-OUTGOING COUNCIL	192.50	N
				<b>192.50</b>	
SAUL GUARDADO	HP-S0067	111-6030-451.61-35	YOUTH BBALL REFEREE SRVCS	366.00	N
				<b>366.00</b>	
SC FUELS	243846-IN	741-8060-431.62-30	FUEL PURCHASE	7,743.62	Y
	247207-IN	741-8060-431.62-30	FUEL PURCHASE	551.10	Y
	2685777	741-8060-431.62-30	FUEL PURCHASE	15,104.80	Y

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				<b>23,399.52</b>	
SERRATO & ASSOCIATES INC	4/13/15	111-7010-421.59-10	MOTORCYCLE GANGS COURSE	65.00	N
	4/13/15	111-7010-421.59-30	MOTORCYCLE GANGS COURSE	65.00	N
	4/16/15	111-7010-421.59-30	CARTEL, GANG, NARC-COURSE	65.00	N
				<b>195.00</b>	
SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2078062	681-8030-461.73-31	REPAIR WELL MOTOR#15	8,706.71	N
	STES 2078063	283-8040-432.56-41	SEWER HOT SPOTS CLEANING	4,613.05	N
	STES 2078088	681-8030-461.56-41	CONTRACTUAL SRVCS WATER	96,306.98	N
	STES 2078088	283-8040-432.56-41	CONTRACTUAL SRVCS WATER	12,384.00	N
				<b>122,010.74</b>	
SHELL	93055663502	741-8060-431.62-30	FUEL PURCHASE-ADMIN	129.49	Y
				<b>129.49</b>	
SHELL FLEET PLUS	79043758503	111-7010-421.61-20	FUEL PURCHASE-PD	989.56	N
				<b>989.56</b>	
SIDNEY ABRAHAM	31427	111-7010-421.61-22	SERT RIFLE-PD	477.51	N
				<b>477.51</b>	
SILVANO SALDIVAR JR	25641	111-6030-451.61-35	SPORT EQUIPMNT REIMBRMNT	15.24	N
	506617371161	111-6030-451.61-35	SPORT EQUIPMNT REIMBRMNT	30.00	N
	HP103	111-6040-451.61-35	SPORT EQUIPMNT REIMBRMNT	30.00	N
				<b>75.24</b>	
SMART & FINAL	100973	239-6060-466.61-20	AFTERSCHOOL PROGRAM FOOD	70.39	N
				<b>70.39</b>	
SMITH FASTENER	50707	535-6090-452.61-20	REPLACEMENT HARDWARE	11.23	N

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				<b>11.23</b>	
SOUTHEAST CHURCHES SERVICES CENTER	AO-322082-1	239-5210-463.57-83	QUARTER NO. 2 OCT-DEC 14	2,700.00	N
				<b>2,700.00</b>	
SOUTHERN CALIFORNIA EDISON	1/7-2/5/15	221-8014-429.62-10	ACCT # 2-23-189-3090	2,717.13	N
	2/18-3/19/15	111-8020-431.62-10	ACCT # 2-01-855-1671	957.97	N
	1/19-2/18/15	111-8020-431.62-10	ACCT # 2-01-855-1671	945.80	N
	1/7-2/5/15	221-8014-429.62-10	ACCT # 2-15-895-7720	47.90	N
	11/5/14-2/5/15	111-7020-421.62-10	ACCT # 2-27-682-4422	6,606.49	N
	12/30/14-2/9/15	111-6022-451.62-10	ACCT # 2-03-995-0639	11,746.71	N
	12/30/14-2/9/15	681-8030-461.62-20	ACCT # 2-03-995-0639	15,627.05	N
	1/7-3/9/15	111-7020-421.62-10	ACCT # 2-27-682-4422	5,059.30	N
	2/3-3/6/15	231-3024-415.62-10	ACCT # 2-15-735-6825	822.28	N
	1/6-3/6/15	535-8016-431.62-10	ACCT # 2-28-120-2671	21,638.57	N
	1/6-3/6/15	681-8030-461.62-20	ACCT # 2-28-120-2671	6,353.52	N
	2/5-3/9/15	221-8014-429.62-10	ACCT # 2-15-895-7720	52.97	N
				<b>72,575.69</b>	
SOUTHERN CALIFORNIA MUNICIPAL	3326	111-6010-451.64-00	ANNUAL MEMBERSHIP-STAFF	280.00	N
				<b>280.00</b>	
SPARKLETTS	4533656 020515	111-0210-413.61-20	WATER DELIVERY SERVICES	55.46	N
	4533656 030515	111-0110-411.61-20	WATER DELIVERY SERVICES	55.45	N
	14430181 030515	111-0230-413.61-20	WATER DELIVERY SERVICES	47.42	N
	14430181 020515	111-0230-413.61-20	WATER DELIVERY SERVICES	17.15	N
	4532412 030515	111-1010-411.61-20	WATER DELIVERY SERVICES	13.26	N
				<b>188.74</b>	
STACY MEDICAL CENTER	3160-11307	111-7022-421.56-15	CUSTODY EXAMS-PD	955.00	N
	3160-11552	111-7022-421.56-15	CUSTODY EXAMS-PD	565.00	N

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				<b>1,520.00</b>	
STANDARD INSURANCE COMPANY	MARCH 2015	802-0000-217.50-70	PRE LIFE INSURANCE-AD&D	7,276.91	N
	APRIL 2015	802-0000-217.50-70	PRE LIFE INSURANCE-AD&D	2,277.41	N
	MARCH 2015	802-0000-217.50-70	PRE LIFE INSURANCE-AD&D	2,277.41	N
				<b>11,831.73</b>	
STAPLES ADVANTAGE	8032710627	111-1010-411.61-20	OFFICE SUPPLIES-CITYCLERK	366.73	N
	8032710627	111-3010-415.61-25	OFFICE SUPPLIES-FINANCE	359.58	N
	8032710627	681-3022-415.61-20	OFFICE SUPPLIES-CUST SERV	44.98	N
	8032710627	111-7030-421.61-20	OFFICE SUPPLIES-PD INVEST	183.01	N
	8032710627	111-7022-421.61-24	OFFICE SUPPLIES-PD PATROL	217.78	N
	8032710627	111-7040-421.61-31	OFFICE SUPPLIES-PD RECORD	689.14	N
	8032710627	111-7040-421.61-33	OFFICE SUPPLIES-PD EVID	92.11	N
	8032710627	111-9010-419.61-20	OFFICE SUPPLIES	91.19	N
	8033433659	111-0110-411.61-20	OFFICE SUPPLIES-CITY COUN	61.09	N
	8033433659	111-1010-411.61-20	OFFICE SUPPLIES-CITYCLERK	-27.61	N
	8033433659	111-3010-415.61-25	OFFICE SUPPLIES-FINANCE	341.17	N
	8033433659	111-6010-451.61-20	OFFICE SUPPLIES-PARKS	16.83	N
	8033433659	111-7010-421.61-20	OFFICE SUPPLIES-PD ADMIN	99.89	N
	8033433659	111-7040-421.61-32	OFFICE SUPPLIES-PD COMM	460.01	N
	8033433659	111-7022-421.61-24	OFFICE SUPPLIES-PD PATROL	82.86	N
	8033433659	239-7055-424.61-23	OFFICE SUPPLIES-PD NEIGHB	134.67	N
	8033433659	111-7022-421.61-27	OFFICE SUPPLIES-PD JAIL	1,595.83	N
	8032710627	111-5010-419.61-20	OFFICE SUPPLIES-PLANNING	110.07	N
	8032710627	239-5060-463.61-20	OFFICE SUPPLIES-PLANNING	168.04	N
	8032710627	111-0230-413.61-20	OFFICE SUPPLIES-HR	412.07	N
				<b>5,499.44</b>	
STEPHEN SCHUCH	31615	111-7010-421.59-10	REIMBURSEMENT-TRAINING	12.00	N
				<b>12.00</b>	
STOVER SEED COMPANY	847594-IN	535-6090-452.61-20	PARK SEE (OVERSEED)	327.00	N

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				<b>327.00</b>	
SUNGARD PUBLIC SECTOR INC.	95510	111-0230-413.43-05	MAINT SERVICES-MARCH 2015	642.25	N
	95510	111-3010-415.43-05	MAINT SERVICES-MARCH 2015	1,369.16	N
	95510	111-3011-419.43-05	MAINT SERVICES-APRIL 2015	3,885.97	N
	96960	111-6010-451.43-05	MAINT SERVICES-APRIL 2015	303.24	N
	96960	111-9010-419.56-64	MAINT SERVICES-APRIL 2015	862.04	N
	96960	219-0250-431.61-20	MAINT SERVICES-APRIL 2015	7.40	N
	96960	221-8010-431.61-20	MAINT SERVICES-APRIL 2015	56.16	N
	96960	231-3024-415.61-20	MAINT SERVICES-APRIL 2015	11.25	N
	96960	239-6060-466.61-20	MAINT SERVICES-APRIL 2015	25.75	N
	96960	242-5060-463.61-20	MAINT SERVICES-APRIL 2015	14.09	N
	96960	285-8050-432.61-20	MAINT SERVICES-APRIL 2015	4.57	N
	96960	681-3022-415.43-05	MAINT SERVICES-APRIL 2015	3,105.88	N
	96960	681-8030-461.43-05	MAINT SERVICES-APRIL 2015	16.73	N
	96960	741-8060-431.61-20	MAINT SERVICES-APRIL 2015	15.82	N
	96960	111-0230-413.43-05	MAINT SERVICES-MARCH 2015	642.25	N
	95510	111-6010-451.43-05	MAINT SERVICES-MARCH 2015	303.24	N
	95510	111-7010-421.43-05	MAINT SERVICES-MARCH 2015	117.50	N
	95510	111-9010-419.56-64	MAINT SERVICES-MARCH 2015	862.04	N
	95510	219-0250-431.61-20	MAINT SERVICES-MARCH 2015	7.40	N
	95510	221-8010-431.61-20	MAINT SERVICES-MARCH 2015	56.16	N
	95510	231-3024-415.61-20	MAINT SERVICES-MARCH 2015	11.25	N
	95510	239-6060-466.61-20	MAINT SERVICES-MARCH 2015	25.75	N
	95510	242-5060-463.61-20	MAINT SERVICES-MARCH 2015	14.09	N
	95510	285-8050-432.61-20	MAINT SERVICES-MARCH 2015	4.57	N
	95510	681-3022-415.43-05	MAINT SERVICES-MARCH 2015	3,105.88	N
	95510	681-8030-461.43-05	MAINT SERVICES-MARCH 2015	16.73	N
	95510	741-8060-431.61-20	MAINT SERVICES-MARCH 2015	15.82	N
	96960	111-7010-421.43-05	MAINT SERVICES-MARCH 2015	117.50	N
				<b>15,620.49</b>	
SUSAN CRUM	15101	111-0110-411.66-05	COUNCIL MEET REIMBURSEMNT	40.00	N

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	3/15/2015	111-0210-413.61-20	SUPPLIES AT COSTCO	79.90	N
	3/15/15	111-0110-411.61-20	SUPPLIES AT PARTY CITY	32.50	N
				<b>152.40</b>	
TELEPACIFIC COMMUNICATIONS	65118388-0	111-9010-419.53-10	CITY INTERNET SERVICES	1,170.04	N
	65118388-0	111-7010-421.53-10	CITY INTERNET SERVICES	581.35	N
				<b>1,751.39</b>	
THE FLAG SHOP	17661	111-8022-419.43-10	FLAG POLE ROPE-PW	196.20	N
				<b>196.20</b>	
THE GAS COMPANY	1/8-2/9/15	681-8030-461.62-20	ACCT # 024-400-5700	52.24	N
	1/9-2/10/15	111-8020-431.62-10	ACCT # 128-200-7700	435.20	N
	1/8-2/9/15	111-7020-421.62-10	ACCT # 158-400-4800	520.85	N
	1/8-2/9/15	111-8022-419.62-10	ACCT # 162-600-4800	370.70	N
	1/8-2/9/15	111-6022-451.62-10	ACCT # 038-340-0782	59.67	N
	1/12-2/11/15	111-6022-451.62-10	ACCT # 057-261-1221	56.46	N
	1/9-2/10/15	111-6022-451.62-10	ACCT # 161-800-7700	186.68	N
	1/8-2/9/15	111-6022-451.62-10	ACCT # 164-700-4800	127.43	N
	1/9-2/10/15	111-6022-451.62-10	ACCT # 180-797-9760	55.42	N
	2/9-3/11/15	111-6022-451.62-10	ACCT # 038-340-0782	53.10	N
	2/11-3/13/15	111-6022-451.62-10	ACCT # 057-261-1221	52.03	N
	2/10-3/12/15	111-6022-451.62-10	ACCT # 161-800-7700	192.13	N
	2/9-3/11/15	111-6022-451.62-10	ACCT # 164-700-4800	131.04	N
	2/10-3/12/15	111-6022-451.62-10	ACCT # 180-797-9760	40.45	N
	2/9-3/11/15	681-8030-461.62-20	ACCT # 024-400-5700	48.98	N
	2/10-3/12/15	111-8020-431.62-10	ACCT # 128-200-7700	377.66	N
	2/9-3/11/15	111-7020-421.62-10	ACCT # 158-400-4800	468.87	N
	2/9-3/11/15	111-8022-419.62-10	ACCT # 162-600-4800	366.12	N
				<b>3,595.03</b>	
TOMARK SPORTS	96683494	535-6090-452.61-20	BASEBALL BASES & HARDWARE	796.79	N
	96764171	535-6090-452.61-20	TENNIS NET STRAPS	113.27	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER**

**4/6/15**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description 1</b>	<b>Transaction</b>	<b>Prepaid</b>
				<b>910.06</b>	
TRAINING INNOVATIONS, INC.	14-235	111-7010-421.59-10	TMS TRAINING-PD	300.00	N
				<b>300.00</b>	
TRIANGLE SPORTS	30740	111-6040-451.61-35	ADULT SOFTBALL BALLS	196.20	N
	30738	111-6030-451.61-35	YOUTH BBALL AWARDS	1,077.47	N
				<b>1,273.67</b>	
TRUGREEN LANDCARE	7891526	535-6090-452.56-60	CITY TREE & GROUND MAINT	13,707.97	N
	7891526	231-3024-415.56-41	CITY TREE & GROUND MAINT	2,500.00	N
	7891526	111-8095-431.56-60	CITY TREE & GROUND MAINT	18,900.77	N
				<b>35,108.74</b>	
TYCO INTEGRATED SECURITY	23904998	111-6022-451.56-41	SECURITY SYSTEM-MUNI BLDG	248.69	N
	23904999	111-6022-451.56-41	SECURITY SYSTEM-REC CNTR	333.45	N
	23904990	111-8022-419.56-41	SECURITY SYSTEM-CITY HALL	1,259.04	N
	23917459	111-7010-421.56-41	ALARM SERVICES-PD	990.25	N
				<b>2,831.43</b>	
U.S. BANK	PPE 3/15/2015	802-0000-217.30-20	PARS-PART TIME	1,353.17	Y
	PPE 3/29/15	802-0000-217.30-20	PARS-PART TIME	1,563.76	Y
	PPE 3/15/2015	802-0000-217.30-20	HP-PARS CITY CONTRIBUTION	2,591.31	Y
	PPE 3/15/2015	802-0000-218.10-05	HP-PARS CITY CONTRIBUTION	11,665.93	Y
	PPE 3/29/15	802-0000-217.30-20	HP-PARS CITY CONTRIBUTION	2,567.51	Y
	PPE 3/29/15	802-0000-218.10-05	HP-PARS CITY CONTRIBUTION	8,296.85	Y
	PPE 3/29/15	802-0000-218.10-05	CITY OF HP PARS REP	3,275.00	Y
				<b>31,313.53</b>	
U.S. HEALTH WORKS	2655909-CA	111-0230-413.56-41	PRE-EMPLOYMENT PHYSICAL	301.00	N
	2659444-CA	111-0230-413.56-41	DOT EXAMINATION	131.00	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER**

**4/6/15**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description 1</b>	<b>Transaction</b>	<b>Prepaid</b>
				<b>432.00</b>	
UNIFIED NUTRIMEALS	824	111-6055-451.57-42	CITY WIDE FOOD PROGRAM	976.50	N
				<b>976.50</b>	
UNITED WAY OF GREATER	PPE 3/15/2015	802-0000-217.60-20	UNITED WAY	15.00	N
	PPE 3/29/15	802-0000-217.60-20	UNITED WAY	15.00	N
				<b>30.00</b>	
UTILITY COST MANAGEMENT LLC	20049	111-6022-451.62-10	SCE RATES-PW	713.48	N
	20049	221-8014-429.62-10	SCE RATES-PW	26.83	N
	20049	535-8016-431.62-10	SCE RATES-PW	130.08	N
				<b>870.39</b>	
VALENTIN PALOS AMEZQUITA	1ST CAR	111-0110-411.58-20	PARKING REIMBURSEMENT	12.00	N
				<b>12.00</b>	
VISION SERVICE PLAN-CA	APRIL 2015	802-0000-217.50-30	VISION SERVICE PLAN PREM	3,667.94	N
				<b>3,667.94</b>	
VULCAN MATERIALS COMPANY	70681090	221-8010-431.61-20	2-TOS OF ASPHALT	152.95	N
	70694887	221-8010-431.61-20	1-TOS OF ASPHALT	80.31	N
	70689958	221-8010-431.61-20	1-TOS OF ASPHALT	78.09	N
	70681091	221-8010-431.61-20	10-FIVE GAL BUCKETS TACKS	452.35	N
	70687698	221-8010-431.61-20	2-TONS OF ASPHALT	154.43	N
	70700208	221-8010-431.61-20	1-TON OF ASPHALT	80.31	N
				<b>998.44</b>	
WALTERS WHOLESALE ELECTRIC COMPANY	2090572-00	111-7020-421.43-10	THREE WAY SWITCH-PD	35.88	N
	2091362-00	535-8016-431.61-45	PHOTO CELLS	95.66	N
	7160294-00	535-8016-431.61-45	PHOTO CELLS	11.95	N
	2091448-00	535-8016-431.61-45	STREET LIGHT LAMPS	137.48	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER**

**4/6/15**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description 1</b>	<b>Transaction</b>	<b>Prepaid</b>
				<b>280.97</b>	
WATER REPLENISHMENT DISTRICT OF	150102-16	681-8030-461.41-00	GROUNDWATER MONITORING	6,668.00	N
				<b>6,668.00</b>	
WAXIE SANITARY SUPPLY	75159254	535-6090-452.61-20	JANITORIAL CLEANING SUP	624.58	N
				<b>624.58</b>	
WEBIPLEX, LLC	2001	225-7010-421.74-10	PROFESSIONAL SERVICES	3,054.20	N
				<b>3,054.20</b>	
WELLS FARGO	1045	111-6010-451.61-20	DECORATIONS-QUINCE EXPO	6.54	N
	25646	111-6010-451.61-20	VOLUNTEERS FOOD-EXPO	68.00	N
	99	111-6010-451.61-20	REFRESHMENTS-QUINCE EXPO	111.97	N
	3/1/15	111-6010-451.61-20	DECORATIONS-QUINCE EXPO	32.92	N
	1986	111-6010-451.61-20	DECORATIONS-QUINCE EXPO	5.45	N
	24692161T00TYJN	111-6010-451.61-20	OFFICE SUPPLIES	77.56	N
	24692161T00S9NK	111-6020-451.61-35	EQUIPMENT-QUINCE EXPO	77.89	N
	24692161T00TZSB	111-6020-451.61-35	EQUIPMENT-QUINCE EXPO	66.00	N
	24692162700FEQH	111-6010-451.61-20	MEMBERSHIP PRINTER SHIP	16.99	N
	246921628001TGS	111-6010-451.61-20	PORTABLE PRINTER-PEREZ PK	103.50	N
	24801651RWGN91G	111-0210-413.61-20	EXECUTIVE STAFF MEETING	78.30	N
	24801651XWGN91G	111-0230-413.64-00	LUNCH-ORAL BOARD INTERV	121.80	N
	24744551Y43NQMB	111-0110-411.66-05	FRUIT-CITY COUNCIL	20.00	N
	24692161Y00QX77	111-0110-411.66-05	COUNCIL MEETING FOOD	75.40	N
	24431062F60J28Y	111-0230-413.64-00	FLOWERS FOR SERVICE	151.97	N
	24692162F00A6J6	111-0110-411.66-05	HUB CITIES CONSORTIUM MTN	64.86	N
				<b>1,079.15</b>	
WELLS FARGO BANK-FIT	PPE 3/15/2015	802-0000-217.20-10	WELLS FARGO BANK FIT	51,433.31	Y
	PPE 3/29/15	802-0000-217.20-10	WELLS FARGO BANK FIT	53,366.53	Y

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER**

**4/6/15**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description 1</b>	<b>Transaction</b>	<b>Prepaid</b>
				<b>104,799.84</b>	
WELLS FARGO BANK-MEDICARE	PPE 3/15/2015	802-0000-217.10-10	WELLS FARGO BANK MEDICARE	6,785.64	Y
	PPE 3/29/15	802-0000-217.10-10	WELLS FARGO BANK MEDICARE	6,888.88	Y
				<b>13,674.52</b>	
WELLS FARGO BANK-SIT	PPE 3/15/2015	802-0000-217.20-20	WELLS FARGO BANK SIT	18,199.36	Y
	PPE 3/29/15	802-0000-217.20-20	WELLS FARGO BANK SIT	19,006.07	Y
				<b>37,205.43</b>	
WESTERN A/V	9616	111-9010-419.56-64	REPAIR AMPLIFIER COUNCIL	1,079.30	N
				<b>1,079.30</b>	
WESTERN EXTERMINATOR COMPANY	3024866	111-8022-419.56-41	EXTERMINATOR SERVICES	45.00	N
	3024866	111-6022-451.56-41	EXTERMINATOR SERVICES	85.00	N
				<b>130.00</b>	
XPRESS FLEETWASH LLC	4234	741-8060-431.43-20	YEARLY DETAIL & POLISH	570.00	N
				<b>570.00</b>	
YAIID MORENO	HP-S0068	111-6030-451.61-35	YOUTH BBALL REFEREE SRVCS	44.00	N
				<b>44.00</b>	
YAZMIN CHAVEZ	62247	111-0230-413.64-00	WORKERS COMP CLAIMS	120.00	N
	51001812349	111-0230-413.64-00	VONS PURCHASE REIMBURSMNT	14.95	N
	3563	111-0230-413.64-00	VONS PURCHASE REIMBURSEMNT	23.97	N
	3/11/15	111-0230-413.64-00	ORAL PANEL FOOD REIMBRSMN	70.00	N
				<b>228.92</b>	
ZEE MEDICAL, INC.	140698583	111-6010-451.56-41	MEDICAL SUPPLIES-PARKS	166.04	N
				<b>166.04</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER**

**4/6/15**

<b>Payee Name</b>	<b>Invoice Number</b>	<b>Account Number</b>	<b>Description 1</b>	<b>Transaction</b>	<b>Prepaid</b>
ZUMAR INDUSTRIES, INC.	157281	535-6090-452.61-20	ORDINANCE PARK SIGNS	187.57	N
	157327	535-6090-452.61-20	ORDINANCE PARK SIGNS	1,660.64	N
				<b>1,848.21</b>	
				<b>1,963,371.08</b>	



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

April 6, 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:

## **AUTHORIZATION TO ENTER INTO AN INTERAGENCY MEMORANDUM OF AGREEMENT (MOA) FOR MENTAL EVALUATION UNIT PARTNERSHIP**

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

1. Approve the MOA with the Los Angeles County Department of Mental Health (DMH).

### **BACKGROUND**

For the past few years there has been an increase in incidents involving mental health in the Southeast region. To address these issues, the respective Southeast region Police Departments of Bell Gardens, Bell, Vernon, Downey, Huntington Park, South Gate, and Signal Hill in cooperation with DMH have collectively established a joint response operation. The DMH will provide mental health-related clinical services to members of the public during police related field incidents. The "co-response" mental health evaluation teams will be known as the Southeast Region Mental Health Evaluation Teams (SRMET).

The SRMET units will be deployed when necessary by the respective police agencies during special operations or calls for service pertaining to members of the public suffering from mental health issues. During such deployments the DMH will provide at least two mental health clinicians that will advise and assist responding police officers in handling these types of incidents. In addition, DMH staff will provide supplementary analysis and reports for on-going cases whether short or long term.

The purpose of this MOA is to establish operational protocols and set forth terms and conditions to ensure the functionality of the SRMET in the jurisdictions served by the individual police departments. Under the MOA, each of the individual police departments and the DMH will remain responsible for the supervisions and control of its own employees and officers.

**AUTHORIZATION TO ENTER INTO AN INTERAGENCY MEMORANDUM OF AGREEMENT (MOA) FOR MENTAL EVALUATION UNIT PARTNERSHIP**

April 6, 2015

Page 2 of 2

**FISCAL IMPACT/FINANCING**

There will be no fiscal impact for this project.

**CONCLUSION**

Authorize the Mayor to execute the interagency memorandum of agreement between Los Angeles County and the Cities of Bell, Bell Gardens, Downey, Huntington Park, Signal Hill, South Gate, and Vernon.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



JORGE CISNEROS  
Chief of Police

**ATTACHMENTS**

A. INTERAGENCY MEMORANDUM OF AGREEMENT

ORIGINAL

INTERAGENCY MEMORANDUM OF AGREEMENT FOR MENTAL  
EVALUATION UNIT PARTNERSHIP BETWEEN LOS ANGELES COUNTY  
AND THE CITIES OF BELL GARDENS, BELL, VERNON, DOWNEY,  
HUNTINGTON PARK, SOUTH GATE, AND SIGNAL HILL.

This Interagency Memorandum of Agreement for Mental Evaluation Unit Partnership ("MOA" or "Agreement") is made and entered into this 1st day of February 2015, by and between Los Angeles County, through its Department of Mental Health ("DMH"), and the cities of Bell Gardens, Bell, Vernon, Downey, Huntington Park, South Gate, and Signal Hill for the purpose of forming mental health evaluation units to be named the Southeast Region Mental Evaluation Teams ("SRMET").

The respective police departments of Bell Gardens, Bell, Vernon, Downey, Huntington Park, South Gate, and Signal Hill are collectively referred to hereinafter as the "Police Departments," and are referred to hereinafter individually as a "Police Department". The DMH and each of the Police Departments shall be collectively referred to hereinafter as the "Parties," and referred to individually as a "Party".

RECITALS

WHEREAS, the DMH and each of the Police Departments desire to cooperate together in establishing a joint operation wherein DMH and Police Department provide personnel to staff "co-response" Mental Evaluation Teams known as SRMET; and

WHEREAS, by entering into this MOA, each of the Parties desire to: i) provide resources to staff at least two (2) SRMET units to be deployed for Police Department business involving calls pertaining to members of the public in the various Police Department jurisdictions suffering from mental health-related issues; ii) during such deployments, advise and assist responding officers on mental health-related issues; iii) provide supplementary analysis and reports for on-going cases and investigations involving mental health-related issues; and iv) allow DMH personnel to provide mental health-related clinical services to Police Department contacts; and

WHEREAS, it is the intent of the Police Departments and the DMH in entering into this MOA that each of the Police Departments and the DMH shall remain responsible for the supervision and control of its own employees and officers; and

WHEREAS, the Police Departments and the DMH recognize that cooperation among them will increase public safety, peace, and security benefits for the Police Departments and the public; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

## AGREEMENT

### 1.0 TERM.

1.01 **Term.** This Agreement shall be effective commencing on February 1, 2015 ("Effective Date") and shall terminate two years thereafter ("Term") on February 28, 2017 ("Expiration Date") unless extended by written agreement by the Parties.

1.02 **Termination.** Notwithstanding Section 1.01 above, any of the Police Departments may terminate this Agreement as to that Police Department upon providing thirty (30) days' notice, in writing, by the Chief of Police of the terminating Police Department to the Chiefs of the non-terminating Police Departments and the Director of the DMH. Additionally, the DMH may terminate this Agreement upon providing thirty (30) days' notice, in writing, to the Chiefs of the Police Departments. The indemnity and insurance obligations set forth below in Sections 5.0 *et seq.* and 6.0 *et seq.*, respectively, of this Agreement shall survive termination of this Agreement.

### 2.0 SCOPE OF AGREEMENT.

2.01 **Establishment of the Southeast Regional Mental Evaluation Team and Procedures.** This Agreement establishes the SRMET, as well as its operational protocols, and sets forth terms and conditions to ensure the functionality of the SRMET in the jurisdictions served by the Police Departments.

2.02 **Scope of Services.** In compliance with all terms and conditions of this Agreement, each Police Department, through its Chief of Police and sworn peace officers, shall provide law enforcement personnel ("Police Department SRMET Personnel") to partner with at least two mental health clinicians employed by the DMH ("DMH SRMET Personnel") who will be assigned to the Police Departments in order to provide the services and/or resources to fulfill the mission of the SRMET. Police Department SRMET Personnel and DMH SRMET Personnel shall be collectively referred to in this Agreement as SRMET Personnel. Such services, and/or resources, shall be provided, without charge, as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein by this reference. In the event that there is a conflict between the provisions of "Exhibit A" and any other provisions of this Agreement, the provisions of this Agreement shall prevail. Each of the Parties hereby represents and warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2.03 **Labor & Equipment.** For the purpose of performing police services pursuant to this Agreement, the DMH and each Police Department shall, at its sole cost and expense, furnish and supply all labor, supervision, equipment, communication services, supplies and other resources necessary to maintain the level of services to be rendered hereunder. Absent a separate written agreement by and between DMH and the Police Departments expressly to the contrary, each Party hereby agrees to be responsible for the salary, overtime and benefits of its respective officers, agents and

employees, regardless of whether another Party has requested and utilized said officers, agents and employees.

**2.04 Worker's Compensation and Other Benefits.** Each of the Parties shall be responsible for the worker's compensation coverage and benefits for its own employees participating in this Agreement. In the event that a member of any of the Parties is injured in the course and scope of any requested assistance, all of the Parties each expressly agree to be responsible for any resulting worker's compensation claims filed by their own respective employees. All Parties agree to indemnify and hold harmless each other Party for any worker's compensation claims filed by their respective employees and further agree that no Party shall seek defense or indemnification for any worker's compensation claim arising out of the course and scope of any assistance requested or provided by a Party pursuant to this Agreement. To the maximum extent permitted by law, the Parties agree that the other shall not be considered "third parties" for purposes of imposing workers' compensation liability on any party except the entity employing an employee who may be injured during any action of the Parties or their designated employees.

### **3.0 SUPERVISION & OPERATIONAL CONTROL.**

**3.01 Supervision; Generally.** Supervision over the rendition of law enforcement services, the standards of performance, the discipline of officers, the control of personnel so employed, and other matters incident to the performance of police services pursuant to this Agreement shall remain with each of the Police Departments as to its respective officers, employees or agents. Additionally, with respect to DMH employees or agents, management of and supervision over the mental health services provided, the standards of performance, discipline of employees, the control of personnel so employed, and other matters incident to the performance of mental health services pursuant to this Agreement shall remain with the DMH.

Unless specifically set forth herein, each of the Parties and its officers, employees or agents shall only have control over the manner, mode or means by which its own officers, employees, or agents perform the services contracted for herein. The Parties shall have no authority over the supervision or control of the other Parties' officers, employees or agents or any of the personal property owned by the Parties, including but not limited to canine units, vehicles or weapons in the possession or use of the Police Department that provides the same.

**3.02 Joint Operations.** Notwithstanding Section 3.01, in the event that SRMET personnel respond to a request for services from another jurisdiction, the SRMET personnel shall; be in charge of all mental health related police services in connection with the response. In the event the requesting agency disagrees with the SRMETR personnel related to such services, the requesting agency may retract the request for SRMET assistance and handle the remainder of the response without the SRMET personnel assistance.

#### 4.0 COMPLIANCE WITH ALL LAWS.

4.01 Compliance With Municipal, State & Federal Law. At its sole cost and expense, the DMH and each Police Department, its officers, employees, and agents, including canine units, shall comply with all of the requirements of all municipal, state and federal laws, regulations and authorities now in force, or which may hereafter be in force pertaining to the services contracted for in the Agreement and any activities associated therewith. Specifically, all police services, resources and assistance rendered pursuant to this Agreement shall be provided in accordance with all applicable ordinances, resolutions, statutes, rules and regulations.

#### 5.0 CIVIL LIABILITY & INDEMNIFICATION.

5.01 Civil Liability. No Party, nor any officer, employee, or agent, of a Party, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of any other Party, or any officer or employee of any other Party, under or in connection with the performance of this Agreement. In contemplation of the provisions of Government Code § 895.2, which imposes certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined by Government Code § 895), each of the Parties hereto, pursuant to the authorization contained in Government Code §§ 895.4 and 895.6, agree that each Party shall be liable for any damages including, but not limited to, the claims, fees and costs resulting from the negligence, gross negligence, intentional acts, civil right violations (including but not limited to those arising under 42 USC § 1983), criminal acts and/or other willful or wrongful misconduct ("Claims or Liabilities") attributable to or committed by its respective officers, employees or agents in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code § 895.2. To achieve the above-stated purpose, each of the Parties shall indemnify and hold harmless the other Parties for any liability, cost, or expense that may be imposed upon such other Party solely by virtue of said Section 895.2. Additionally, no Party shall seek indemnity for the Claims or Liabilities attributable to or committed by its respective officers, including reasonable attorneys' fees, from the other Parties.

5.02 Indemnification. Each Party hereby agrees that it shall defend, indemnify and hold harmless the other Parties and their officers, employees and agents, from any and all Claims or Liabilities that may be asserted or claimed by any persons, firm, or entity arising out of or in connection with any act or omission of that Party, its officers, employees, agents, subcontractors, and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of this Agreement to the extent that such liability is imposed on the other Parties in any legal action or claim based upon such alleged negligent, willful and/or intentional acts or omissions, and/or alleged civil rights violations, by another Party and/or its officers, agents and employees.

In the event that such defense and indemnification are provided pursuant to this Agreement, the Party and its officers, employees and agents receiving such defense and indemnification agree that cooperation with the defense of the involved litigation shall be

provided and subject to the terms of Government Code §§ 825 and 995, *et seq.*

It is the intention of all Parties that principles of comparative fault, including that provided for by Government Code § 895.6, shall be followed and that each Party shall bear the proportionate cost of any damage attributable to the fault of that Party, its officers, employees or agents.

**5.03**      **Choice of Counsel.** Should legal claims or other issues requiring the attention of counsel arise from the joint performance of this Agreement by the Parties, each Party shall have the choice of counsel to defend any and all claims against itself, without any right to reimbursement or contribution from the other Parties, except as otherwise provided herein. With respect to strict liability claims, each of the Parties shall have the right to select its own attorney; however, the total legal fees and costs incurred for the attorneys for all Parties named in a lawsuit shall be divided equally and shared equally among the Parties.

**6.0**      **INSURANCE.**

**6.01**      Each of the Parties carries, and acknowledges the other Parties carry, sufficient insurance or is sufficiently self-insured to protect itself and each other from liability to third parties that may arise from the performance of this Agreement, including General Commercial Liability Insurance, Workers' Compensation Insurance, and Business Automobile Insurance.

**7.0**      **ENFORCEMENT OF AGREEMENT.**

**7.01**      **California Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the appropriate court of the County of Los Angeles, State of California.

**7.02**      **Attorneys' Fees.** If any Party to this Agreement is required to initiate or defend any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to receive reasonable attorneys' fees and costs from the other party. Attorneys' fees shall include attorneys' fees on appeal, reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**8.0**      **GENERAL PROVISIONS**

**8.01**      **Prohibition Against Assignment.** This Agreement is not assignable in whole or in part without consent of all parties as memorialized and signed

by each Party. Any such prohibited transfer or assignment shall be void.

**8.02 Notice.** Any notice, demand, request, document, consent, approval, communication, or other such item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished, and received when given in writing and personally delivered to an authorized agent of the applicable party, or upon delivery by the United States Postal Service, first-class registered or certified mail, postage prepaid, return receipt requested, or by a national "overnight courier" such as Federal Express, at the time of delivery shown upon such receipt; in either case, delivered to the address, addresses and persons as each Party may from time to time by written notice designate to the other and who initially are:

Los Angeles County DMH:           LOS ANGELES COUNTY  
  DEPT. OF MENTAL HEALTH  
  Attention: Dr. Marvin J. Southard, Director  
  550 S. Vermont Ave.  
  Los Angeles, CA 90020

Bell Gardens:                           CITY OF BELL GARDENS POLICE  
  DEPT.  
  Attention: Chief Robert E. Barnes  
  7100 Garfield Avenue  
  Bell Gardens, CA 90201

Bell:                                       CITY OF BELL POLICE DEPT.  
  Attention: Chief Edward Dadisho  
  6330 Pine Avenue  
  Bell, CA 90201

A copy to:                               ALESHIRE & WYNDER, LLP  
  Attention: City Attorney, Dave Aleshire  
  18881 Von Karman, Ave, Ste. 1700  
  Irvine, California 92612

Vernon:                                   CITY OF VERNON POLICE DEPT.  
  Attention: Chief Daniel Calleros  
  4305 S. Santa Fe Avenue  
  Vernon, CA 90058

Downey: CITY OF DOWNEY POLICE DEPT.  
Attention: Chief Carl Charles  
10911 Brookshire Avenue  
Downey, CA 90241

Huntington Park: CITY OF HUNTINGTON PARK POLICE  
DEPT.  
Attention: Chief Jorge Cisneros  
6542 Mile Avenue  
Huntington Park, CA 90255

South Gate: CITY OF SOUTH GATE POLICE DEPT.  
Attention: Chief Randy Davis  
8620 California Avenue  
South Gate, CA 90280

Signal Hill: CITY OF SIGNAL HILL POLICE DEPT.  
Attention: Chief Michael Langston  
2745 Walnut Ave.  
Signal Hill, California 90755

A copy to: ALESHIRE & WYNDER, LLP  
Attention: City Attorney, Dave Aleshire  
18881 Von Karman, Ave, Ste. 1700  
Irvine, California 92612

**8.03 Nondiscrimination and Nonsegregation Clause.** Each Party hereby covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, that this Agreement is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income or disability in the performance of this Agreement, nor shall any Party, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation in the performance of this Agreement. Each Party shall take affirmative action to insure applicants are employed and employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

**8.04 No Joint Venture, Partnership or Joint Powers Authority.** Notwithstanding any other express or implied provision of this Agreement, this Agreement shall not create a joint venture, partnership, joint powers authority or any

other relationship of association between the Parties.

**8.05 No Grant of Agency.** No Party to this Agreement shall have the authority, express or implied, to act on the behalf of any other Party in any capacity or to bind any other Party to any obligation whatsoever, as an agent.

**8.06 Integration Clause.** This Agreement constitutes the entire understanding between the Parties as to the specific subject matter hereof, and supersedes any prior understanding and/or written or oral agreements between them respecting the within subject matter. It is understood that there are no representations, agreements, arrangements or understandings, oral or written, between the Parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein. This Agreement includes all attachments attached hereto, which by this reference are incorporated herein, and also includes any other documents incorporated herein by reference as though fully set forth herein. Said documents shall be interpreted insofar as possible to prevent any inconsistency and to effectuate the terms thereof, without one prevailing over the other, except that in the event of a conflict between the provisions of "Exhibit A" and any other provisions of this Agreement, the provisions of this Agreement shall prevail.

**8.07 Severability.** Should any covenant, term, condition, or provision of this Agreement be deemed invalid or unenforceable, the same shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement, and all remaining valid portions of the Agreement shall remain in effect between the Parties.

**8.08 Knowing and Voluntary.** This Agreement is an important legal document and in all respects has been voluntarily and knowingly executed by the Parties hereto. The Parties specifically represent that, prior to the signing of this Agreement, they have been provided a reasonable period of time within which to consider whether to accept this Agreement. The Parties further represent that they have each carefully read and understand all of the provisions of this Agreement, and that they are voluntarily, knowingly and without coercion entering into this Agreement based on their own judgment. The Parties further represent that prior to the signing of this Agreement, they have conferred with their counsel to the extent desired concerning the legal effect of this Agreement and consent to be bound by the same.

**8.09 Modifications.** Any alteration, change or modification to this Agreement must be made by written instrument executed by each Party hereto in order to become effective.

**8.010 No Third Party Beneficiaries.** No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement, either express or implied, is intended to confer upon any person or entity any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

**8.011 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used, and any uncertainty or

ambiguity existing herein shall not be interpreted against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

**8.012 Execution.**

(a) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

(b) The persons executing this Agreement on behalf of each Party represents and warrants that: (i) they are duly authorized to execute and deliver this Agreement on behalf of said party; (ii) by so executing this Agreement, said party is formally bound to the provisions of this Agreement; and (iii) the entering into this Agreement by said party does not violate any provision of any other Agreement to which that party is bound or any applicable law. In the event that any representative executing this Agreement on behalf of any participating Party should no longer serve in an authorized capacity for that Party, it is the intent of all Parties that this Agreement shall continue to remain binding on all Parties unless and until any Party expressly withdraws from this Agreement, in writing. It is the further intention of all Parties that the withdrawal of any Police Department from the terms of this Agreement shall not affect the rights and obligations of the remaining Parties.

(c) In order to be effective, this Agreement must be: (i) approved and ratified by the City Council of each Police Department; provided, however, that such ratification shall not have the intent or effect of forming a separate legal entity or joint powers authority; and (ii) signed by the Mayor and City Attorney of the respective cities within which each Police Department is located, except where City Council has authorized the City Manager or the Chief of Police to execute the Agreement.

(d) Additionally, this Agreement must be: (i) approved and ratified by the Director of the Los Angeles County Department of Mental Health pursuant to the authority delegated to the Director of the Department of Mental Health by the Los Angeles County Board of Supervisors; provided, however, that such ratification shall not have the intent or effect of forming a separate legal entity or joint powers authority; and (ii) signed by the Director of the Los Angeles County Department of Mental Health and County Counsel for the County of Los Angeles.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement, consisting of a total of 15 pages (including signatures and Exhibit "A"), as of the date first written above and hereby approve of all of the terms and conditions as set forth above.

**COUNTY:**  
COUNTY OF LOS ANGELES,  
a municipal corporation

By: \_\_\_\_\_  
Marvin J. Southard  
Director, Los Angeles County  
Department of Mental Health

APPROVED AS TO FORM:

\_\_\_\_\_  
John Krattli  
County Counsel, Los Angeles County

**CITY:**  
CITY OF BELL GARDENS,  
a municipal corporation

By: \_\_\_\_\_  
Philip Wagner  
City Manager

ATTEST:

\_\_\_\_\_  
Rosalia Conde  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Arnold Alvarez-Glasman  
City Attorney

**CITY:**  
CITY OF BELL,  
a municipal corporation

By: \_\_\_\_\_  
Nestor Enrique Valencia  
Mayor

ATTEST:

\_\_\_\_\_  
Janet Martinez  
Acting City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David Aleshire  
City Attorney

**CITY:**  
CITY OF VERNON,  
a municipal corporation

By: \_\_\_\_\_  
William M. McCormick  
Mayor

ATTEST:

\_\_\_\_\_  
Ana Barcia  
Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Zaynah Moussa  
Deputy City Attorney

**CITY:**  
CITY OF DOWNEY,  
a municipal corporation

By: \_\_\_\_\_  
Luis H. Marquez  
Mayor

ATTEST:

\_\_\_\_\_  
Adria M. Jimenez, CMC

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Yvette M. Abich Garcia  
City Attorney

**CITY:**  
CITY OF HUNTINGTON PARK,  
a municipal corporation

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

ATTEST:

\_\_\_\_\_  
Donna Schwartz  
City Clerk

APPROVED AS TO FORM:

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

**CITY:**  
CITY OF SOUTH GATE,  
a municipal corporation

By: \_\_\_\_\_  
Henry C. Gonzalez  
Mayor

ATTEST:

\_\_\_\_\_  
Carmen Avalos  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Raul F. Salinas  
City Attorney

**CITY:**  
CITY OF SIGNAL HILL,  
a municipal corporation

By: \_\_\_\_\_  
Michael S. Langston  
Chief of Police

ATTEST:

\_\_\_\_\_  
Robert Copeland  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David Aleshire  
City Attorney

[END OF SIGNATURES]

## EXHIBIT "A"

### SCOPE OF SERVICES

#### I. GENERAL DESCRIPTION OF SRMET SERVICES

By entering into this Agreement, the Police Departments and DMH intend to form a partnership in order to: i) provide resources to staff at least two "Southeast Region Mental Evaluation Teams" ("SRMET") to be deployed for Police Department business involving calls pertaining to members of the public in the various Police Department jurisdictions suffering from mental health-related issues; ii) during such deployments, advise and assist responding officers on mental health-related issues; iii) provide supplementary analysis and reports for on-going cases and investigations involving mental health-related issues; and iv) allow DMH personnel to provide mental health-related clinical services to Police Department contacts.

#### II. PERSONNEL, MANAGEMENT AND FACILITIES

##### A. STAFFING

1. Each SRMET shall consist of one sworn police officer paired with one DMH mental health clinician.
2. Regular SRMET availability and schedules shall be based upon mutual agreement to be established by the Parties at a later date.
3. There shall be at least two (2) SRMETs for the duration of this Agreement. Accordingly, the DMH shall provide a total of at least two clinicians for SRMET duties. Each of the Police Departments shall make available sworn officers as needed for SRMET duties.

##### B. MANAGEMENT RESPONSIBILITY

As provided in Section 3.01 of this Agreement, each of the Parties shall retain responsibility for management and supervision of its own personnel.

##### C. TRAINING

The DMH shall provide Police Department SRMET personnel mental illness field and investigative training. The DMH shall provide personnel as needed to the Police Departments for mental illness training conferences and classroom training sessions as requested by the Police Departments.

#### **D. OFFICE SPACE, TRANSPORTATION, EQUIPMENT AND SUPPLIES**

1. The Police Departments shall provide DMH SRMET Personnel office space, furniture, and logistical support necessary to ensure the functionality of the SRMET. The DMH shall provide to its personnel its own computers, office supplies, and communications equipment, including, but not limited to, cell phones. The Police Departments will also provide DMH SRMET Personnel with parking spaces to accommodate DMH vehicles.

2. The Police Departments shall provide Police Department SRMET Personnel the necessary office space, furniture, equipment, computers, radios, supplies, vehicles, Computer Digital Terminals, and logistical support to ensure the functionality of the SRMET.

#### **E. POLICE DEPARTMENT FACILITIES ACCESS**

DMH SRMET Personnel shall be provided with access to Police Department facilities as needed in order to accomplish the objectives of this agreement.

### **III. SRMET PROCEDURES AND PROTOCOL**

#### **A. RESPONSIBILITY FOR DISPATCHING SRMET**

The Police Departments will serve as the primary authority for generating work, and for dispatching SRMET when requests for services are made. Police Departments management will prioritize all calls for service and dispatch accordingly. The DMH agrees not to direct or re-direct DMH personnel to perform duties not identified by the Police Department management.

#### **B. DISRUPTIONS IN NORMAL OPERATIONS**

The Police Departments shall have the discretion to re-assign Police Department SRMET Personnel as needed in order to accomplish the objectives of this agreement. In the event a Police Department must re-deploy Police Department SRMET Personnel resulting in disruptions to SRMET operations, DMH SRMET personnel shall be notified as soon as reasonably possible.

Similarly, DMH shall notify the Police Departments in advance when DMH SRMET Personnel must be re-deployed due to training obligations, mandatory meetings, or county-wide crisis events. In the event of a county-wide crisis, the DMH shall first consult with the Police Departments when re-deployment of DMH SRMET Personnel is being considered. DMH will give priority to the Police Departments to make use of DMH SRMET Personnel during county-wide crisis events.

Each of the Parties shall ensure all other Parties are notified when SRMET Personnel are absent, either excused or unexcused.

#### IV. INFORMATION SHARING AND RECORDS

##### A. CONFIDENTIALITY AND SHARING OF INFORMATION

All personnel assigned to SRMET duties shall be knowledgeable and abide with the provisions of the law pertaining to confidentiality of information related to a client's mental history and other medical records, and shall be in HIPPA (Health Information Privacy Protection Act) compliance both in areas of privacy and security of protected health information.

The mental health history of a client shall be accessed only by DMH clinicians through Los Angeles County's Integrated System ("IS") or the Integrated Behavioral Health Information System ("IBHIS"). Such information shall be made available to Police Department SRMET personnel only as needed for law enforcement purposes. DMH SRMET Personnel may disclose IS/IBHIS information and any other protected mental health information to other specialized units within the Police Departments in the following circumstances:

- In response to a court order, warrant, subpoena, summons or process issued by a court.
- If the clinician believes the client presents a serious present or imminent danger of violence to self or another person.

##### B. RECORDKEEPING AND RECORD INSPECTION

The Police Departments agree to maintain all records relating to their respective SRMET operations consistent with laws and policies governing records retention in each respective Police Department. DMH agrees to retain all of its records relating to SRMET operations consistent with laws and policies governing DMH records retentions. DMH client records shall be housed for a period of seven years after contact with the client is terminated in compliance with the California Welfare and Institutions Code.

Each of the Parties shall have the right to inspect and make copies of records pertaining to the SRMET operations, as permitted by law. The expense of any copies requested shall be paid for by the Party requesting such records.



# CITY OF HUNTINGTON PARK

City Manager's Office  
City Council Agenda Report

April 6, 2015

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

Dear Mayor and Members of the City Council:

## **APPROVE CONTRACT SERVICES AGREEMENT WITH JOEL GORDILLO FOR MEDIA TECHNICIAN SERVICES**

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

1. Approve contract services agreement with Joel Gordillo for media technician services; and
2. Authorize the Interim City Manager to execute the agreement.

### **BACKGROUND**

Joel Gordillo has performed media technician services for the City of Huntington Park on a contractor basis since 2001. In this capacity, Mr. Gordillo attends all regular and special City Council meetings and records the meetings for broadcast on the City's local cable access channel and City website. In addition, Mr. Gordillo operates all audio/visual equipment in the Council chambers during meetings.

It is recommended that the Mr. Gordillo continue providing these services under a contract services agreement. The agreement will have an initial one-year term and may be renewed annually by the City Council. The scope of services to be performed include:

1. Attend all regular and special City Council meetings
2. Record meetings using City equipment
3. Operate A/V equipment in Council chambers during meetings
4. Manage programming on City's local access cable channel
5. Load Council meeting video to local access cable channel
6. Film City-sponsored events, as-needed
7. Produce DVDs of Council meetings and provide to City Clerk
8. All video content is property of the City of Huntington Park and must be provided to the City upon request

**APPROVE CONTRACT SERVICES AGREEMENT WITH JOEL GORDILLO FOR  
MEDIA TECHNICIAN SERVICES**

April 6, 2015

Page 2 of 2

**FISCAL IMPACT/FINANCING**

The funding of \$19,800 per year for this service is included in the FY 2014/15 budget in account number 111-0210-413.56-64, Contractual Services. Since this may potentially be a multi-year contract, the City Manager's Office will be accountable for budgeting the cost in future years, including any option exercised.

**CONCLUSION**

Upon approval, the Interim City Manager will execute the contract services agreement with Joel Gordillo for media technician services.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager

**ATTACHMENTS**

A. Contract Services Agreement with Joel Gordillo



**CONTRACT SERVICES AGREEMENT**  
(Engagement: Media Technician Services)  
(Parties: City of Huntington Park and Joel Gordillo)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of April 2015 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Joel Gordillo (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

**RECITALS**

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

WHEREAS, CITY requires assistance with providing media technical services in connection with the City's public meetings and cable channel; and

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

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

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its regular meeting of April 6, 2015 under Agenda Item \_\_\_\_\_.

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

I.  
**ENGAGEMENT TERMS**

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

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

- 1.2 TERM: This Agreement shall have an initial term of one (1) year commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement may renew for up to one (1) one year extension term, upon approval from City Council, unless CITY issues written notice sixty (60) days in advance of its intent not to authorize any additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONTRACTOR shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in **Exhibit "A"**. CONTRACTOR further agrees that the total compensation for work performed during the initial term of this agreement, inclusive of any extension term, shall not exceed the sum total of NINETEEN THOUSAND EIGHT HUNDRED DOLLARS (\$19,800.00) (hereinafter, the "Contract Price"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of the Finance Department. In the event CONTRACTOR's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR's performance pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within fifteen (15) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to

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

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

## II.

### PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and the Assistant City Manager (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Joel Gordillo to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:

A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;

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

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

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

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

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and

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

III.

**[SECTION III LEFT BLANK INTENTIONALLY]**

IV.

INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR's failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein,

CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may, by written notice to CONTRACTOR, immediately terminate this Agreement, in whole or in part, at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

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

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice

to the defaulting Party (hereinafter referred to as a “Default Notice”) which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY’s issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY’s employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY’s employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY’s issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

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

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

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

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

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

## VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subcontractor working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subcontractor as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 **FALSE CLAIMS ACT:** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**  
[ADDRESS ON FILE]

**CITY:**  
City of Huntington Park  
City Manager's Office  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attn: John Ornelas, Interim City Manager  
Phone: (626) 580-2250  
Fax: (626) 580-2253

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

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

6.6 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subcontractors), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

**[SIGNATURE PAGE TO FOLLOW]**

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

**CITY OF HUNTINGTON PARK:**

**By:** \_\_\_\_\_  
John A. Ornelas, Interim City Manager

**JOEL GORDILLO:**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**APPROVED AS TO FORM:**

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

**EXHIBIT "A"**  
**SCOPE OF WORK**

The CONTRACTOR's duties shall include, but not be limited to, the following:

- Attend all regular and special City Council meetings
- Record meetings using City equipment
- Operate A/V equipment in Council chambers during meetings
- Manage programming on City's local access cable channel
- Load Council meeting video to local access cable channel
- Film City-sponsored events, as-needed
- Produce DVDs of Council meetings and provide to City Clerk
- All video content is property of the City of Huntington Park and must be provided to the City upon request

With respect to the management of programming for the City's local access cable channel:

1. The Parties recognize the local cable access channel is an invaluable community resource but also recognize that the proper use of this resources requires the careful development of rules and procedures that fairly and lawfully address issues relating to equal access, the proper use of public resources, the use of public resources as relates to political campaigns, obscenity issues and the balancing of First Amendment speech issues with the City's own public policy objectives. To this end, CONTRACTOR agrees to comply with City's policies and procedures governing the use of the local cable access channel.
2. The City Representatives reserve the right to modify or otherwise amend CONTRACTOR's proposed programming in their sole and absolute discretion.
3. Following the execution of the Agreement, the City Representatives shall set forth a schedule of performance which, among other things, shall set forth the deadline for providing written proposals to the City, deadlines for the development of rules and regulations for the operation of public access channel.



# CITY OF HUNTINGTON PARK

City Manager's Office  
City Council Agenda Report

April 6, 2015

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

Dear Mayor and Members of the City Council:

## **APPROVE AMENDMENT TO AGREEMENT WITH LAN WAN ENTERPRISE, INC. FOR INFORMATION TECHNOLOGY SUPPORT SERVICES**

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

1. Approve amendment to agreement with LAN WAN Enterprise, Inc. for information technology support services; and
2. Authorize the Interim City Manager to execute the amendment.

### **BACKGROUND**

The City entered into a Professional Services Agreement with LAN WAN Enterprise, Inc. on April 1, 2014, to provide information technology support services and network infrastructure maintenance for City Hall, Parks and Recreation, and Public Works facilities. The proposed amendment renews the agreement for a 12-month period, expiring on April 1, 2016. The services that will continue to be provided by LAN WAN to the City include:

1. Server administration
2. Network administration
3. User account administration
4. Desktop support
5. User support and training
6. Virus protection
7. Firewall maintenance
8. Daily system backups

LAN WAN performs the above services through a combination of on-site support by a senior network engineer (16 hours per week) and remote support (8 hours per month).

APPROVE AMENDMENT TO THE AGREEMENT WITH LAN WAN ENTERPRISE, INC.  
FOR INFORMATION TECHNOLOGY SUPPORT SERVICES

April 6, 2015

Page 2 of 2

In addition to network-related maintenance and support, it is anticipated that LAN WAN may provide additional project-based IT services that are separate from the scope of this agreement. The City has identified several IT projects that will be undertaken in the next 12-months, including consolidation of City servers, installation of antenna connections between City facilities to access a shared server in City Hall, and securing server equipment, among others. Such project-based work will be performed following solicitation of bids from multiple vendors, as required in the City's procurement policies.

**FISCAL IMPACT/FINANCING**

The funding of \$84,000 per year for this service is included in the FY 2014/15 budget in account number 111-9010-419.56-64, IT Services. Since this is a multi-year contract, the City Manager's Office will be accountable for budgeting the cost in future years, including any option exercised.

**CONCLUSION**

Upon approval, the Interim City Manager will execute the amendment to the agreement with LAN WAN Enterprise, Inc. for information technology support services.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager

**ATTACHMENTS**

- A. First amendment to agreement with LAN WAN Enterprise, Inc.
- B. Master agreement with LAN WAN Enterprise, Inc.



**2015**  
**FIRST AMENDMENT**  
**TO PROFESSIONAL SERVICES AGREEMENT**  
**(Engagement: Network Support and Maintenance Services)**  
**(Parties: City of Huntington Park and Lan Wan Enterprise, Inc.)**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment") to that certain document entitled "Professional Services Agreement" (the "Master Agreement") executed as of April 6, 2014, by and between the City of Huntington Park, a municipal corporation (hereinafter, "City"), and Lan Wan Enterprise, Inc., a California Corporation (hereinafter, "Consultant"), is made and entered into this \_\_\_day of \_\_\_\_\_ 2015. For the purposes of this Amendment, City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Consultant interchangeably.

**RECITALS**

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

WHEREAS, on or about April 1, 2014, the Parties executed and entered into the Master Agreement which is attached hereto as Exhibit "A"; and

WHEREAS, the City desires to continue the following additional professional services: network support and maintenance services; and

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

WHEREAS, an Amendment is permissible pursuant to Sections 3.1 and 9.3 of the Master Agreement, provided that it is in writing and executed by both Parties; and

WHEREAS, the execution of this Amendment was approved by the Huntington Park City Council at its Regular Meeting of April 6, 2015.

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

1. Section 3.1 (Term) is amended in part to read as follows: The term of the Master Agreement is hereby extended for an additional period commencing from April 1, 2015 and expiring on April 1, 2016 (the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.

2. Section 2.1 (Compensation) is hereby amended in part to read as follows: Consultant's total compensation for the performance and completion of all of the Work shall not exceed the lump sum of EIGHTY FOUR THOUSAND DOLLARS (\$84,000.00) (hereinafter, the "Contract Price"). The Parties agree that the Contract Price includes compensation for all labor, materials, tools, supplies, equipment, business licenses and such other incidental and customary work necessary to competently perform and fully complete the Work as well as compensation for all specifically delineated expenses set forth in the Scope of Work. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the Finance Division of the City of Huntington Park and unless such added expenditure is specifically approved by the proper authority in advance and is memorialized in writing by the City.

3. A new Section 8.13 (Insurance) is hereby added to read as follows:

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons, or damages in property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employee or subcontractors. As respects Errors and Omissions, coverage must be maintained, and evidence provided, for two years following the expiration of this contract.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001)
2. Insurance Services Office form number CA0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$ 1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit or \$2,000,000. Products/Completed Operations aggregate shall apply separately to this contract/agreement or the aggregate limit shall be twice the required per occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance
4. Professional Liability: \$1,000,000 per occurrence.

#### Other Insurance Provisions

The insurance policies required per the terms of the contract are to contain, or be endorsed to contain, the following provisions:

1. The City of Huntington Park, its officials, employees and agents are to be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned leased, hired or borrowed by the Consultant. The general liability coverage shall also include contractual, personal injury, independent Consultants and broad form property damage liability. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees and agents. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its subsidiaries, officials, employees and agents. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.
4. Workers' Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of the City.

5. Professional Liability insurance shall be continued, and evidence provided to the City, for two years following the expiration of the contract or, tail coverage provided for two years in the event of cancellation or non-renewal.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and amounts over \$25,000 approved by the City.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers approved by the California Department of Insurance, or non-admitted carriers registered to do business in California. All carriers must have a current A.M. Best's rating of no less than A-/VII, unless otherwise approved by the City.

Verification of Coverage

Consultant shall furnish the City with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by the City before work commences. If requested by the City, Consultant shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. Consultant shall annually submit re-verification documentation to demonstrate that the initial coverages remain in full force and effect.

Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsement for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. If requested by the City, Consultant shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

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

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

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

**[SIGNATURE PAGE TO FOLLOW]**

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

**CITY: CITY OF HUNTINGTON PARK**

**CONSULTANT: LAN WAN ENTERPRISE, INC.**

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

John A. Ornelas,  
Interim City Manager for the  
City of Huntington Park

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

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

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

**Attachment “A”**  
(See attached Master Agreement)

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of April 1, 2014, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City"), and LAN WAN ENTERPRISE, INC., a California corporation ("Consultant").

NOW THEREFORE, the parties hereto agree as follows:

### SECTION ONE: SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to network support and maintenance, as specified in the "Proposal" attached hereto as Exhibit "A" and incorporated herein by this reference (the "services" or "work"). Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Proposal or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in compensation, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Proposal or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Proposal may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor.

1.3 Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the nature and factual context of the work and fully acquainted itself with the conditions pertaining to it, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, and such latent or unknown condition affects Consultant's ability to perform the Work for the Contract Sum (as defined in Section 2.1 below) Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.4 Standard of Performance. Consultant agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.5 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

**SECTION TWO: COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the Proposal attached hereto as Exhibit A (the "Contract Sum").

2.2 Method of Payment. Unless otherwise provided in the Proposal, Consultant shall submit to City no later than the tenth (10th) working day of each month, in the form approved by City, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City.

**SECTION THREE: TERM**

3.1 Term. The term of this agreement shall commence on April 1, 2014 and remain in effect continuously through April 1, 2015 (initial term), unless terminated in accordance with the provisions of this Agreement. This Agreement may be extended upon mutual agreement by both parties (extended term).

3.2 Termination Prior To Expiration Of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 3.3 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to termination.

**SECTION FOUR: COORDINATION OF WORK**

4.1 Representative of Consultant. Rami Dababneh is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. A substitution of the designated representative must be approved in advance by the City.

4.2 Contract Officer. The Contract Officer shall be the City Manager or such other person as may be designated by the City Manager. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions, which must be made by City to the Contract

Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

**SECTION FIVE: INDEMNIFICATION**

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

5.1.1. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

5.1.2. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

5.1.3. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligence, recklessness, or willful misconduct of Consultant, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

**SECTION SIX: RECORDS AND REPORTS.**

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principals. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.3 Ownership of Documents. Originals of all drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all

subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

**SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.**

7.1 All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub-Consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

7.2 Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub-Consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

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

8.1 Compliance With Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Consultant.

8.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

8.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of

race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

8.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

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

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

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 3.2.

8.8 Waiver. No delay or omission in the exercise of any right or remedy of a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of

Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

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

8.11 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

8.12 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

**SECTION NINE: MISCELLANEOUS**

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

To City: CITY OF HUNTINGTON PARK  
Attention: City Manager  
6550 Miles Avenue  
Huntington Park, CA 90255

To Consultant: LAN WAN ENTERPRISE, INC.  
17500 Red Hill Ave. Suite 120  
Irvine, CA 92614-5680

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

9.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the parties hereto.

9.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

[SIGNATURES ON FOLLOWING PAGE]

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

**CITY:**

**CITY OF HUNTINGTON PARK**

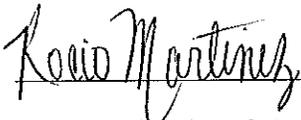
By:   
City Manager, City of Huntington Park

**CONSULTANT:**

**LAN WAN ENTERPRISE, INC.**

By:   
Rami Dababneh, LAN WAN Enterprise

**ATTEST:**

By:   
Sr. Deputy City Clerk, City of Huntington Park

APPROVED AS TO FORM  
RUTAN & TUCKER, LLP

By:   
City Attorney, City of Huntington Park

## EXHIBIT A

### PROPOSAL

It is anticipated that all technicians work will be performed at client's facility main location (6550 Miles Avenue Huntington Park, CA 90255), including client's 5 satellite offices, namely Park & Recreation, Field Services, Freedom Park, Raul R. Perez Park and Huntington Park Community Center. Total of 60 clients/ 6 servers / Firewall / Router / 8 Network Printers. City of Huntington Park is seeking the assistance of a network support firm to provide onsite and remote technical support. The support is to include all network devices including servers, desktop computers, laptop, and printers.

The number of users in the Huntington Park, office does not justify the investment in a full time network administrator. LWE Inc. is able to provide network administration services on a part time basis, tailored to the needs of City of Huntington Park, LWE is pleased to offer the following network support and maintenance services. The following is a statement of the scope of work and service level requirements.

#### *A. Scope of Work*

LWE will utilize a combination of onsite (Sites mentioned above) and remote management tools to support the users and the network at the City of Huntington Park at 6550 Miles Avenue Huntington Park, CA 90255 and all mentioned above remote locations. The services will include the following:

- **System Administration:** LWE will provide administration services to include all servers, user accounts, LWE will perform all of the regular server maintenance items that are required for a reliable network. LWE will update operating system software patches to ensure system performance and integrity.
- **Network Administration:** LWE will support all network devices such as routers and Internet access, firewalls, and monitor network performance.
- **User Account Administration:** LWE will manage all user accounts to ensure proper access to network resources for local users and remote users.
- **Desktop Support:** LWE will support all computer workstations, and laptop. LWE will troubleshoot hardware and software related problems, and manage system warranties.
- **User Support & Training:** LWE will respond to user issues, and resolve all technology related problems. LWE will also train employees as needed to ensure full utilization of the available technology.
- **Virus Protection:** LWE will monitor virus definitions on a daily basis. The updates will be pushed out to the users. Regular virus protection updates are required to ensure that the network is safeguarded against malicious attacks.

- **Firewall Maintenance:** LWE will maintain the integrity of the firewall by conducting regular audits. LWE will also develop a firewall upgrade path that is cost effective, while providing greater security.
- **System Backup:** LWE will maintain the current backup systems and provide suggestions. LWE will configure a backup system to automate the backup process. Backups should be done daily. LWE will also suggest a disaster recovery plan, to ensure that the data is recovered quickly.

## ***B. Service Level***

LWE will utilize a combination of onsite services, remote monitoring, and remote support, to fully support City of Huntington Park network, while maintaining control over costs. It is estimated that \$7,000 per month of service with these hours being offsite ( Remote Monitoring ) and onsite ( Onsite Support ) in order to maintain the reliability and integrity of the City of Huntington Park network, while providing a reasonable level of response time to user (City of Huntington Park) problems.

### **1. Onsite Support.**

LWE systems engineers will be onsite 16 hours a week, 3 days a week, 8 hours one day, and two days of 4 hours each, at regularly scheduled days to resolve user issues, and provide hands on network maintenance, and to maintain reliability of the network. LWE will focus on asset information capture and administration. In addition to the on site service, LWE will monitor the network remotely, as described below.

### **2. Remote Monitoring.**

LWE will monitor the City of Huntington Park network remotely on a daily basis. Remote monitoring includes:

- Daily check of system Backup logs
- Monitor Health of the servers
- Monitor health of the firewall
- Monitor health of the Router
- Monitor health of the Virus Protection software for all servers and all workstations to ensure that there were no errors, and security breaches attempted.

### **3. Remote Support.**

In the event that a problem surfaces, or if a user needs account administration support during a time that LWE is not scheduled to be onsite, LWE will remote control the servers, and the workstations and troubleshoot most network systems. LWE offers 8 hours of remote (off-site) support per month as part of the monthly service fees.

In the event that remote control utilities are not sufficient to resolve the problem, LWE will provide onsite engineering services the same or next business day to address the problem on a Time and Material basis with an hourly rate of \$120\hour + traveling fees of \$60\visit.

Additional engineering services that are beyond the scope of network maintenance and support mentioned in B.1, B.2 and B.3 (1. Onsite Support, 2. Remote Monitoring and 3. Remote Support) will be provided on a time and material basis, at \$120.00 per hour rate. The rates are fixed on the skill set that is required rebuilding a server or for future projects that are beyond support services.

# **CITY OF HUNTINGTON PARK**

**City Council Regular Meeting Agenda  
Monday, April 6, 2015**

**ITEM 6**

**CONSENT CALENDAR**

- 6. Authorization to Proceed with City Manager Recruitment**

**FOR AUTHORIZATION ONLY**



# CITY OF HUNTINGTON PARK

City Manager's Office  
City Council Agenda Report

April 6, 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 TERMINATION OF PROFESSIONAL SERVICES AGREEMENT WITH DESI ALVAREZ FOR WATER ENGINEERING AND CONSULTING SERVICES**

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

1. Approve termination of agreement with Desi Alvarez; and
2. Authorize the Interim City Manager to issue a Notice of Termination to the consultant.

### **BACKGROUND**

The City entered into a Professional Services Agreement with Desi Alvarez on March 21, 2012, to provide water engineering and consulting services. Upon review of the City's water and wastewater operations, staff has determined that these services can be performed in-house. As a result, it is recommended that the City Council terminate the existing agreement with Desi Alvarez.

### **FISCAL IMPACT/FINANCING**

The City will cease paying the consultant for services upon termination of the agreement. Consultant services are paid from the City's sewer maintenance fund (Fund no. 283) and water fund (Fund no. 681).

### **CONCLUSION**

Upon approval, the Interim City Manager will provide a written notice of termination to the consultant per the terms of the agreement.

**APPROVE TERMINATION OF PROFESSIONAL SERVICES AGREEMENT WITH DESI  
ALVAREZ FOR WATER ENGINEERING AND CONSULTING SERVICES**

April 6, 2015

Page 2 of 2

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager

**ATTACHMENTS**

A. Master agreement with Desi Alvarez

## Professional Services Agreement

This Agreement is made and entered into this 21<sup>st</sup> day of March, 2012, by the City of Huntington Park (the City), a municipal organization organized under the laws of the State of California with its principal place of business at 6550 Miles Ave., Huntington Park, CA 90255 and Desi Alvarez (Consultant), an individual with its principal place of business at P.O. Box 3003, Manhattan Beach, CA 90266.

City desires to engage Consultant to render water engineering and consulting services as set forth in this Agreement.

### Scope of Work

The general scope of work requires Consultant to provide water engineering and consulting services to the City of Huntington Park. Consultant shall conduct a comprehensive review of the City's water and wastewater system operations in order to advise the City and make recommendations regarding the appropriate level of funding to properly operate the City's water system and to assist the City in establishing the necessary sewer and water rates required for their operations. Consultant's services shall include, but not be limited to:

- Reviewing and evaluating the existing structure, design, capital facilities, operations of the water and sewer systems serving the City,
- Evaluating the City's short and long term water supply needs and identify appropriate supply sources.
- Coordinating with the City, staff, attorneys, agents, and other service providers,
- Reviewing documents made available by the City, its agents, and/or found by Consultant relevant to the City's water and sewer system operations,
- Attending meetings and hearings pertinent to keep abreast of and/or acquire information regarding the operation and financing of the water and sewer systems serving the City including actions taken by or on behalf of the company operating the water system,
- Assisting in the planning of and attending meetings with community groups to make presentations and answer questions regarding the revenue needs of the City and proposed new water and sewer rates necessary for the operation and financing of the water system serving the City,
- Assisting City staff, attorneys, and agents in developing strategies to address technical, legal, and political issues involved in the preparation of background materials and ordinances necessary for the establishment of new water and sewer rates.
- Evaluating financing opportunities for financing the water system acquisition cost. This includes developing future operating scenarios and the cost associated with the operations to determine revenue needs for the system.

### Term

This Agreement shall become effective March 21<sup>st</sup>, 2012 and shall continue in full force until either City or Consultant decides to terminate this Agreement in which case the terminating party shall provide the other with five (5) days written notice of termination.

### **Notice**

If it becomes necessary for either party to give notice of any kind, the same shall be written and served by sending such notice by certified mail to the address shown under their signature.

### **Nondiscriminatory Practices**

Neither Consultant or City, nor anyone employed by or authorized to act for either shall discriminate against any person on the grounds of race, color, creed, religion, disability, sex or national origin, in the performance of this Agreement.

### **Insurance**

Consultant and City shall each maintain comprehensive general liability insurance policies, including bodily injury and property damage coverage. City and Consultant shall each name the other as an additional insured on its/his policies and provide the other with a copy of the policy.

### **Indemnification**

Without limiting any rights or remedies that Consultant may have against City at law or in equity, Consultant shall indemnify and save City harmless from and against all loss, cost, liability and expense, including but not limited to, reasonable attorneys' fees, which may be occasioned by any acts of willful misconduct or negligence on the part of Consultant or its officers or employees.

### **Entire Agreement**

This Agreement, which includes any riders or exhibits referenced herein, is the entire agreement between the parties with respect of the subject matter hereof, and no alternation, modification, or interpretation hereof shall be binding unless in writing and signed by both parties.

### **Relationship**

Nothing contained in this Agreement shall be construed to create a relationship of employer and employee between Consultant and City, it being the intent of the parties hereto that the relationship created hereby is, in fact and intent, that of an independent contractor.

### **Professional Fees**

If either party becomes involved in arbitration or (without in any way implying any limitation upon the Agreement to resolve disputes hereunder by arbitration at the request of either party as specified above) in litigation, arising out of this Agreement or the performance thereof, the arbitrator in such arbitration, or court in such litigation, shall award legal expenses (including, but not limited to attorneys' and other professionals' and paraprofessionals' fees and disbursements) to the prevailing party. The award for legal expenses shall not be computed in accordance with any court schedule, but shall be as necessary to fully reimburse all attorneys' fees and other legal and related

expense actually incurred in good faith regardless of the size of any judgment, it being the intention of the parties to fully compensate for all attorneys' fees and other legal expenses paid in good faith.

**Compensation**

Professional Services: Services rendered by Desi Alvarez in the performance of this contract shall be billed at a rate of \$140.00 per hour.

To the extent there are any expenses incurred in the performance of this contract they will be billed at cost. Direct expenses include but are not limited to administrative support, professional assistance, travel, meals, lodging, messenger services, reproduction costs etc.

**City of Huntington Park**

By: 

Raul Romero, City Manager  
6550 Miles Ave.  
Huntington Park, CA 90255

**Desi Alvarez**

By: 

Desi Alvarez, Consultant  
P.O. Box 3003  
Manhattan Beach, CA 90266



# CITY OF HUNTINGTON PARK

City Manager's Office  
City Council Agenda Report

April 6, 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 TERMINATION OF PROFESSIONAL SERVICES AGREEMENT WITH RONALD BATES FOR REGIONAL TRANSPORTATION PLANNING AND CONSULTING SERVICES**

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

1. Approve termination of agreement with Ronald Bates; and
2. Authorize the Interim City Manager to issue a Notice of Termination to the consultant.

### **BACKGROUND**

The City entered into a Professional Services Agreement with Ronald Bates on July 21, 2014, to provide services related to regional transportation planning and funding. Upon review of the City's transportation-related funding efforts, staff has determined that these services can be performed in-house. As a result, it is recommended that the City Council terminate the existing agreement with Ronald Bates.

### **FISCAL IMPACT/FINANCING**

The City will cease paying the consultant for services upon termination of the agreement. Consultant services are paid from the City's Measure R fund (Fund no. 222).

### **CONCLUSION**

Upon approval, the Interim City Manager will provide a written notice of termination to the consultant per the terms of the agreement.

**APPROVE TERMINATION OF PROFESSIONAL SERVICES AGREEMENT WITH  
RONALD BATES FOR REGIONAL TRANSPORTATION PLANNING AND  
CONSULTING SERVICES**

April 6, 2015

Page 2 of 2

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager

**ATTACHMENTS**

A. Master agreement with Ronald Bates

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of July 21, 2014, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City"), and Ronald Bates ("Consultant").

**NOW THEREFORE**, the parties hereto agree as follows:

### **SECTION ONE: SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to regional transportation planning and funding opportunities, as specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (the "services" or "work"). Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Proposal or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in (i) the Schedule of Compensation, and/or (ii) the Schedule of Performance, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Proposal or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Proposal may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor.

1.3 Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the nature and factual context of the work and fully acquainted itself with the conditions pertaining to it, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, and such latent or unknown condition affects Consultant's ability to perform the Work for the Contract Sum (as defined in Section 2.1 below) Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.4 Standard of Performance. Consultant agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.5 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

**SECTION TWO: COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated \$100 per hour in a total amount not to exceed Fifty Thousand Dollars (\$50,000) (the "Contract Sum"). The method of compensation set forth in the Proposal may include payment for time and materials based upon Consultant's rate schedule, but not exceeding the Contract Sum, or such other methods as may be specified in the Proposal. Compensation may include reimbursement at Consultant's actual cost, without additional overhead or services charge, for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Proposal.

2.2 Method of Payment. Unless otherwise provided in the Proposal, Consultant shall submit to City no later than the tenth (10th) working day of each month, in the form approved by City, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City.

**SECTION THREE: TERM**

3.1 Term. The term of this agreement shall commence on July 21, 2014 and remain in effect continuously through June 30, 2015 (initial term), unless terminated in accordance with the provisions of this Agreement. This Agreement may be extended upon mutual agreement by both parties (extended term).

3.2 Termination Prior To Expiration Of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 3.3 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon fourteen (14) days' written notice to Consultant. Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to City. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.8.

**SECTION FOUR:           COORDINATION OF WORK**

4.1     Representative of Consultant. Ronald Bates is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. A substitution of the designated representative must be approved in advance by the City.

4.2     Contract Officer. The Contract Officer shall be the City Manager or such other person as may be designated by the City Manager. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

**SECTION FIVE:           INDEMNIFICATION**

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

5.1.1. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

5.1.2. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

5.1.3. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligence, recklessness, or willful misconduct of Consultant, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

**SECTION SIX:           RECORDS AND REPORTS.**

6.1     Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the services required by this Agreement as the Contract Officer shall require.

6.2     Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and

prepared in accordance with generally accepted accounting principals. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.3 Ownership of Documents. Originals of all drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

**SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.**

7.1 All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-Contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

7.2 Contractor shall promptly notify City should Contractor, its officers, employees, agents, or sub-Contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

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

8.1 Compliance With Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Consultant.

8.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

8.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

8.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

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

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

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be

a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 3.2.

8.8 Retention of Funds. City may withhold from any monies payable to Consultant sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Consultant in the performance of the services required by this Agreement.

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

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

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

8.12 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

8.13 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

**SECTION NINE: MISCELLANEOUS**

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

To City: CITY OF HUNTINGTON PARK  
Attention: City Manager  
6550 Miles Avenue  
Huntington Park, CA 90255

To Contractor: RONALD BATES  
10171 Kings St.  
Los Alamitos, CA 90720

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

9.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the parties hereto.

9.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.6 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Los Angeles shall be deemed to include the same statute, regulation, ordinance or resolution as

hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject..

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

**CITY:**

**CONTRACTOR:**

**CITY OF HUNTINGTON PARK**

**RONALD BATES**

**JULIO MORALES**

By:



Julio Morales, Interim City Manager  
City of Huntington Park

By:



Ronald Bates

**ATTEST:**

By:

\_\_\_\_\_  
Yesenia Gomez, Acting Jr. Deputy City Clerk  
City of Huntington Park

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Mr. Bates will focus on regional transportation planning and consensus-building efforts including, but not limited to the following:

1. Formation of a Southeast Cities Joint Powers Authority (JPA) to obtain Federal Department of Transportation grant funding and TIGER grant funding
2. Attend Gateway Cities Council of Governments (COG) planning meetings on behalf of the City
3. Attend ECO Rapid Transit Board Meetings on behalf of the City
4. Other related services, as assigned



# CITY OF HUNTINGTON PARK

City Manager's Office  
City Council Agenda Report

April 6, 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 TERMINATION OF PROFESSIONAL SERVICES AGREEMENT WITH ENVIRO COMMUNICATIONS FOR LEGISLATIVE FUNDS TRACKING AND CONSULTING SERVICES**

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

1. Approve termination of agreement with Enviro Communications; and
2. Authorize the Interim City Manager to issue a Notice of Termination to the consultant.

### **BACKGROUND**

The City entered into a Professional Services Agreement with Enviro Communications on December 16, 2013, to provide services related to funding opportunities and transportation-related consulting services. Upon review of the City's transportation-related funding efforts, staff has determined that these services can be performed in-house. As a result, it is recommended that the City Council terminate the existing agreement with Enviro Communications.

### **FISCAL IMPACT/FINANCING**

The City will cease paying the consultant for services upon termination of the agreement. Consultant services are paid from the City's Measure R fund (Fund no. 222) and state gas tax fund (Fund no. 221).

### **CONCLUSION**

Upon approval, the Interim City Manager will provide a written notice of termination to the consultant per the terms of the agreement.

**APPROVE TERMINATION OF PROFESSIONAL SERVICES AGREEMENT WITH  
ENVIRO COMMUNICATIONS FOR LEGISLATIVE FUNDS TRACKING AND  
CONSULTING SERVICES**

April 6, 2015

Page 2 of 2

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager

**ATTACHMENTS**

- A. First amendment with Enviro Communications
- B. Master agreement with Enviro Communications

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE  
CITY OF HUNTINGTON PARK AND ENVIRO COMMUNICATIONS**

**THIS FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND ENVIRO COMMUNICATIONS** (“First Amendment”), is made and entered into as of July 21, 2014, by and between the City of Huntington Park, a municipal corporation of the State of California (“City”), and Enviro Communications, a California corporation (“Consultant”), with reference to the following:

**RECITALS**

**WHEREAS**, City and Consultant are parties to that certain Agreement, dated December 16, 2013, pursuant to which City contracted with Consultant to perform services as defined in the Agreement; and

**WHEREAS**, City and Consultant now desire to amend the services to be performed by Consultant.

**NOW THEREFORE**, City and Consultant hereby agree as follows:

1. Term of Agreement. Section 3.2 of the Agreement is hereby amended to read as follows:

The term of this agreement shall commence on July 21, 2014 and, unless earlier terminated in accordance with Sections 8.11 or 8.12 of this Agreement, terminate on June 30, 2015 (term). This agreement may be extended for 3 additional 1-year terms at the option of City (extended terms). If extended, Consultant shall be bound by the terms and conditions of this Agreement.

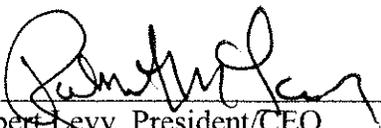
2. Effective Date. The effective date of this First Amendment is July 21, 2014.
3. No Other Modification. Except as hereby amended, the Agreement as amended to date shall remain unchanged and in full force and effect.
4. Counterparts. This First Amendment may be executed in any number of counterparts, all of which shall constitute but one original.

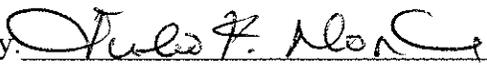
[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

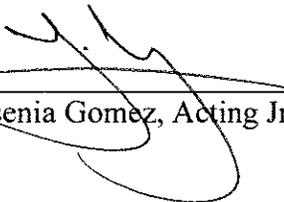
**Consultant:**  
ENVIRO COMMUNICATIONS

**City:**  
CITY OF HUNTINGTON PARK,  
A Municipal Corporation

By:   
Robert Levy, President/CEO

By:   
Julio Morales, Interim City Manager

**ATTEST:**

By:   
Yesenia Gomez, Acting Jr. Deputy City Clerk

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of December 16th, 2013, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City"), and ENVIRO COMMUNICATIONS, a California corporation ("Consultant").

NOW THEREFORE, the parties hereto agree as follows:

### SECTION ONE: SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to funding opportunities, as specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (the "services" or "work"). Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.2 Changes and Additions to Scope of Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in the Schedule of Compensation, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor.

1.3 Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the nature and factual context of the work and fully acquainted itself with the conditions pertaining to it, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, and such latent or unknown condition affects Consultant's ability to perform the Work for the Contract Sum (as defined in Section 2.1 below) Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.4 Standard of Performance. Consultant agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.5 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services required of Consultant herein without the prior express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

**SECTION TWO: COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit "A" (the "Scope of Services").

2.2 Method of Payment. Unless otherwise provided in the Scope of Services, Consultant shall submit to City no later than the tenth (10th) working day of each month, in the form approved by City, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. City will pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City.

**SECTION THREE: PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Term. The term of this agreement shall commence on January 1, 2014 and, unless earlier terminated in accordance with Sections 8.11 or 8.12 of this Agreement, terminate on June 30, 2014 (initial term). This agreement may be extended for 3 additional 1-yr terms at the option of City (extended terms). If extended, Consultant shall be bound by the terms and conditions of this Agreement.

**SECTION FOUR: COORDINATION OF WORK**

4.1 Representative of Consultant. Robert M. Levy is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. A substitution of the designated representative must be approved in advance by the City.

4.2 Contract Officer. The Contract Officer shall be the City Manager or such other person as may be designated by the City Manager of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

**SECTION FIVE: INSURANCE AND INDEMNIFICATION**

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

5.2 Consultant shall take out and maintain the following insurance:

5.2.1. Workers' Compensation and Employer's Liability Insurance: Consultant shall cover or insure as required by applicable laws relating to workers' compensation insurance all of its employees performing the services contemplated hereunder, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide worker's compensation insurance and employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

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

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

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

(a) Combined single limit of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

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

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

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

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

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

5.2.4. Professional Liability: Consultant shall provide coverage appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. The limits shall be no less than \$1,000,000 per claim and annual aggregate.

5.3 Endorsements: The policies of liability insurance provided for in Paragraphs 5.2.2 through 5.2.4 shall specify that this specific Agreement is insured and that coverage for injury to participants resulting from Consultant's activities is not excluded, and shall be in a form satisfactory to City and contain the following separate endorsements:

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

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

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the City of Huntington Park shall not be liable for the payment of premiums or assessments on this policy."

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

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

5.4 Evidence of Coverage: Consultant shall at the time of the execution of the Agreement present to City the original policies of insurance required by this Section 5 or a

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

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

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

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

5.8 Workers' Compensation Insurance. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. To the extent required by law, Consultants and subcontractors will keep Workers' Compensation Insurance for their employees in effect during all work covered by this Agreement. In the event Consultant has no employees requiring Consultant to provide Workers' Compensation Insurance, Consultant shall so certify to the City in writing prior to the City's execution of this Agreement. The City shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this section or with the provisions of law relating to Worker's Compensation.

5.9 Indemnification. Consultant shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the negligence, recklessness, or willful misconduct of Consultant, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City, whether or not there is concurrent active or passive negligence on the

part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

5.9.1. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

5.9.2. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

5.9.3. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligence, recklessness, or willful misconduct of Consultant, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

**SECTION SIX: RECORDS AND REPORTS.**

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principals. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.3 Ownership of Documents. Originals of all drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement, shall be the property of City and shall be delivered to City upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all subcontractors to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

**SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.**

7.1 All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-Contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or

relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

7.2 Contractor shall promptly notify City should Contractor, its officers, employees, agents, or sub-Contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

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

8.1 Compliance With Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Consultant.

8.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

8.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

8.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from City; and neither Consultant nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Consultant's compensation.

Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

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

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

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.11.

8.8 Retention of Funds. City may withhold from any monies payable to Consultant sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Consultant in the performance of the services required by this Agreement.

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

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

8.11 Termination Prior To Expiration Of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 8.12 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.8.

8.12 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.7, take over work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of setoff or partial payment of the amounts owed City as previously stated in Section 8.8.

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

8.14 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

8.15 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

## **SECTION NINE: MISCELLANEOUS**

9.1 Notices. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and

either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To City: CITY OF HUNTINGTON PARK  
Attention: City Manager  
6550 Miles Avenue  
Huntington Park, CA 90255

To Contractor: ENVIRO COMMUNICATIONS, INCORPORATED  
Attention: Robert M. Levy  
11425 Ayrshire Road  
Los Angeles, California, 90049

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

9.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the parties hereto.

9.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

[SIGNATURES BEGIN ON NEXT PAGE]

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

**CITY:**

**CITY OF HUNTINGTON PARK**

By: 

René Bobadilla, City Manager

City of Huntington Park

**CONTRACTOR:**

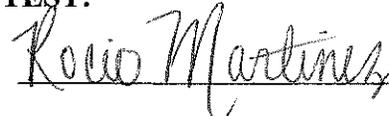
**ENVIRO COMMUNICATIONS,  
INCORPORATED**

By: 

Name: Robert M. Key

Title: President / CEO

**ATTEST:**

By: 

Rocio Martinez, Sr. Deputy City Clerk

City of Huntington Park

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

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

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

APPROVED AS TO FORM  
RUTAN & TUCKER, LLP

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

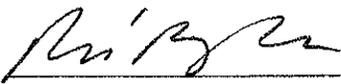
Todd Litfin, City Attorney

City of Huntington Park

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

**CITY:**

**CITY OF HUNTINGTON PARK**

By: 

René Bobadilla, City Manager  
City of Huntington Park

**CONTRACTOR:**

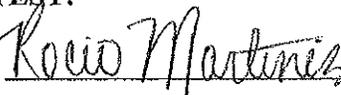
**ENVIRO COMMUNICATIONS,  
INCORPORATED**

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

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

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

**ATTEST:**

By: 

Rocio Martinez, Sr. Deputy City Clerk  
City of Huntington Park

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

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

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

APPROVED AS TO FORM  
RUTAN & TUCKER, LLP

By: 

Todd Litfin, City Attorney  
City of Huntington Park

## EXHIBIT A

### SCOPE OF SERVICES

#### I. LEGISLATIVE TRACKING FOR FUNDING

ENVIRO shall monitor the introduction of bills and amendments filed in the California/United States legislature and related regulatory developments that might uniquely impact the City and its affiliated agencies as they relate to potential funding opportunities. Whenever possible, ENVIRO shall advise the City prior to introduction of any such legislation and provide timely reports on the scheduling of proposed action on bills so the City may take a proactive approach to address the City's needs.

#### II. FUNDING OPPORTUNITIES

ENVIRO shall identify and seek out potential funding opportunities through grants, loans and other sources available at federal, state and regional levels with public agencies and work with and support various consultants working with the City or City Staff where directed by the City Manager.

Specifically:

- Identify regional funding opportunities
- Develop platform for securing regional funding opportunities
- Advocate before regional entities for funds
- Develop protocols for securing funds
- Develop protocols for overseeing fund expenditures
- Assist in monitoring fund disbursement
- Assist grant writers and/or other city team members on securing funds/grants at State and Federal levels
- Working with staff and Council Members who represent the City with agencies like but not limited to SCAG, Metro, SCAQMD, etal.
- Attend meetings, conferences, etc with City officials for the purpose of securing funding sources

#### III. CONTENT ANALYSIS

Upon request, ENVIRO shall provide an analysis of the political viability and content of legislation or regulation as it might relate to funding opportunities. Such information shall be sufficient as to enable the City to make informative and timely decisions regarding the effect such legislation may have upon the City and/or its Agencies as related to funding.

IV. STRATEGY/IMPLEMENTATION

The City may request ENVIRO to engage in meetings with members of the City's administration, government legislatures and others in order to make direct representation of the City's interests.

The City may seek assistance from ENVIRO in arranging meetings between City officials and officials outside the City. Such assistance may include planning and arranging of facilities for such activities.

In providing the above services, ENVIRO shall provide support with, including but not limited to, the following agencies as they relate to funding opportunities: State, federal and regional.

V. COMPENSATION FOR SERVICES

Retainer per month shall be Six Thousand Two Hundred Fifty Dollars (\$6,250.00), plus expenses, for the first six (6) months and will include the services herein described. Following an acceptable performance review by the City Manager at the end of the initial six month term and if the City Manager elects to exercise any contract extension(s), the monthly retainer shall increase to Seven Thousand Dollars (\$7,000.00), plus expenses. Expenses over Fifty Dollars (\$50.00) shall be pre-approved by the City Manager.

A. Supplement Services Quotation

Based on the scope of work requested, but not covered in the Scope of Work identified herein, ENVIRO will provide a not-to-exceed quotation on supplemental services, which shall be approved by the City Manager prior to beginning a project. Hourly rates are as follows:

Federal Tracker	\$ 1,000.00 per month
Assistant Associates	\$ 125.00 per hour
Principals	\$ 275.00 per hour
Associates	\$ 175.00 per hour
Clerical	\$ 75.00 per hour

B. Travel and Costs

Travel accommodations outside of the Los Angeles County area shall be reimbursed to ENVIRO, at cost, upon submittal of all receipts with the request for reimbursement.



# CITY OF HUNTINGTON PARK

City Manager's Office  
City Council Agenda Report

April 6, 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 AGREEMENT WITH ALVAREZ-GLASMAN & COLVIN FOR CITY ATTORNEY SERVICES**

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

1. Approve Agreement with Alvarez-Glasman & Colvin for City Attorney Services.

### **BACKGROUND**

Upon direction from the City Council, the City will transition its city attorney functions to the law firm of Alvarez-Glasman & Colvin, effective April 7, 2015. Agreement has been developed for City Council review and approval.

The City Attorney serves as general counsel and provides oversight of all legal matters for the City. General Law matters include, but are not limited to, the following legal services:

1. Prepare ordinances, resolutions, and other legal documents
2. Provide legal counsel on legislation-related matters
3. Prepare contracts and advise City on public bidding process
4. Provide legal review and input on municipal election-related matters
5. Interpret and provide legal counsel on Brown Act-related issues
6. Represent the City in inter-agency matters

### **FISCAL IMPACT/FINANCING**

Funding for city attorney services is included in the FY 2014/15 budget in account number 111-0220-411.32-70, Contractual Legal Services. Since this is a multi-year contract, the City Manager's Office will be accountable for budgeting the cost in future years, including any option exercised.

**APPROVE DRAFT AGREEMENT WITH ALVAREZ-GLASMAN & COLVIN FOR CITY  
ATTORNEY SERVICES**

April 6, 2015

Page 2 of 2

**CONCLUSION**

The above action approves the Agreement with Alvarez-Glasman & Colvin for City Attorney Services effective April 7, 2015.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager

**ATTACHMENTS**

A. Agreement with Alvarez-Glasman & Colvin

**AGREEMENT FOR  
CITY ATTORNEY SERVICES  
CITY OF HUNTINGTON PARK**

**THIS AGREEMENT** is entered into this 6th day of April, 2015 (“Agreement”), by and between the CITY OF HUNTINGTON PARK (herein referred to as “CITY”) and ALVAREZ-GLASMAN & COLVIN (herein referred to as “FIRM”) (CITY and FIRM are hereinafter referred to collectively as “the Parties”).

**NOW, THEREFORE**, the Parties do hereby agree as follows:

1. **SERVICES**. CITY does hereby retain FIRM and FIRM does hereby accept CITY as a client for the purpose of representing the CITY as City Attorney and Successor Agency General Counsel. Arnold M. Alvarez-Glasman shall be designated as the City Attorney. Noel Tapia and other members of the FIRM will also perform Assistant or Deputy City Attorney services as the CITY deems appropriate. FIRM agrees to provide legal services as herein below described and at the rates as further set forth in this Agreement.

2. **TERM**. This Agreement shall be effective April 7, 2015, and shall continue hereafter until terminated by the CITY or FIRM as provided herein.

3. **FIRM BILLING PROCEDURES AND RATE**. FIRM shall prepare an itemized monthly billing on or about the first day of each month. CITY shall review FIRM’s itemized monthly billing and approve payment of authorized charges to FIRM as promptly as possible. FIRM will keep time records in one-tenth hour increments. CITY agrees to pay FIRM fees at the hourly rates as indicated on the FIRM’s Rate Sheet which is attached hereto as Exhibit A. These rates may be adjusted periodically, generally at the beginning of the fiscal year, upon the mutual agreement of the parties. Services rendered by other professionals and experts shall be billed to CITY at cost. CITY shall pay the amount due on all bills upon receipt.

4. **COSTS**. FIRM shall be reimbursed for all out-of-pocket costs and expenses advanced by FIRM. Said costs and expenses shall include, but not be limited to, filing fees, deposition fees, witness fees, costs for investigation, service of process fees and other related court costs, air travel, costs of accommodation for matters on behalf of CITY, parking fees, copy

fees, facsimile costs and other related travel costs. All such costs shall be submitted to CITY for approval as part of the monthly billing statement. No individual cost in excess of \$500 shall be incurred without the approval of the City Manager or his/her designee.

5. **RESPONSIBILITIES OF FIRM.** FIRM agrees to provide legal services as to all matters as designated by CITY which includes general municipal law and other related legal issues as requested by CITY. All other members of FIRM shall have the authority to serve on behalf of CITY as needed and directed by Arnold M. Alvarez-Glasman. The FIRM shall have Arnold M. Alvarez-Glasman present at City Council meetings and at other meetings as CITY deems appropriate. Mr. Alvarez-Glasman shall be present at such meetings except for reasonable vacations, illness or emergency absences at which time a member from FIRM shall be assigned to represent CITY.

6. **INDEMNIFICATION AS CITY OFFICERS.** CITY acknowledges FIRM is being appointed as City Attorney pursuant to the authority of Government Code Section 36505, and has the authority of that office. Accordingly, the CITY is responsible pursuant to Government Code Section 825 for providing a defense for the City Attorney for actions within the scope of its engagement hereunder. Therefore, CITY agrees to undertake its statutory duty and indemnify FIRM, its officers, employees and agents against and will hold and save each of them harmless from, any and all claims or liabilities that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of FIRM within the course and scope of its employment hereunder, but nothing herein shall require CITY to indemnify FIRM for liability arising from its own negligence. In connection herewith:

- (i) CITY will promptly provide a defense and pay any judgment rendered against the CITY, its officers, agency or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of CITY hereunder;
- (ii) In the event FIRM, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against CITY for such damages or other claims solely arising out of or in connection with the work operation or activities of CITY hereunder, CITY agrees to pay to FIRM, its officers, agents or employees

any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

7. **USE OF OTHER FIRMS.** In order to properly and effectively protect the best interests of CITY in specialized areas of the law, FIRM shall have the right to assign legal matters to special counsel (law firms or attorneys), subject to the City Manager's approval.

8. **INDEPENDENT CONTRACTOR AND HOLD HARMLESS.** It is agreed that FIRM shall serve as an independent contractor and not as an employee of CITY. FIRM agrees to hold harmless and indemnify CITY for any claims, losses, liens, demands and causes of action for FIRM's negligent or tortious conduct while serving as City Attorney. It is further agreed that CITY is not the exclusive client of FIRM, and FIRM shall have the right to serve as the attorneys for other clients.

9. **INSURANCE.** FIRM warrants and represents that it is covered by a policy of professional liability insurance, insuring CITY as a client, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate liability.

10. **EVALUATION OF PERFORMANCE.** CITY and FIRM shall establish a system to monitor and evaluate the performance, timeliness of services, and other issues relative to the terms of this Agreement. Performance evaluations shall be conducted on an annual basis during the first quarter of each fiscal year of this Agreement.

11. **CONFLICTS.** FIRM states that it represents other public agencies, including the Central Basin Municipal Water District, but there are no matters currently within the knowledge of the FIRM which would require the execution of a conflict waiver from any of its clients. Further, FIRM states that if any conflicts arise during the performance of this Agreement, FIRM will notify CITY. FIRM and each of its members shall at all times comply with the statutes, rules and regulations governing the conduct of attorneys as required by the State Bar Professional Rules of Conflict.

12. **TERMINATION OF SERVICES.** CITY may terminate FIRM's services at any time by written notice. After receiving such notice, FIRM will cease providing services. FIRM

will cooperate with CITY in the orderly transfer of all related files and records to CITY's new counsel. FIRM may terminate its services at any time with CITY's consent or for good cause. Good cause exists if (a) any statement is not paid within sixty (60) days of its date; (b) CITY fails to meet any other obligation under this Agreement and continues in that failure for fifteen (15) days after written notice to the CITY; (c) CITY has misrepresented or failed to disclose material facts to FIRM, refused to cooperate with FIRM, refused to follow FIRM's advice on a material matter, or otherwise made its representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If FIRM terminates its services, CITY agrees to execute a substitution of attorney promptly and otherwise cooperate in effecting that termination. Termination of FIRM's services, whether by CITY or by FIRM, will not relieve CITY of the obligation to pay for services rendered and costs incurred before FIRM's services formally ceased.

13. **DISCLAIMER OF NO GUARANTEE OF OUTCOME AND ESTIMATES.**

Nothing in this Agreement and nothing in FIRM's statements to the CITY will be construed as a promise or guarantee about the outcome of any matter covered under this Agreement. The Firm makes no such promises or guarantees. The FIRM's comments about any matter covered by this Agreement are the expressions of opinions only. Any estimates of fees given by the FIRM are not guaranteed. Actual fees may vary from estimates given.

14. **ENTIRE AGREEMENT.** This Agreement for legal services contains FIRM's entire Agreement about our representation. Any modifications or additions to this Agreement must be made in writing.

15. **NOTICES.** All notices pertaining to this Agreement shall be in writing and addressed as follows:

If to Firm:     Arnold M. Alvarez-Glasman  
                    ALVAREZ-GLASMAN & COLVIN  
                    13181 Crossroads Parkway North, Suite 400 West Tower  
                    Industry, CA 91746

If to City: City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attention: John A. Ornelas  
Interim City Manager

**IN WITNESS WHEREOF**, this Agreement is signed and entered into by the parties hereto on this \_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF HUNTINGTON PARK**

**ALVAREZ-GLASMAN & COLVIN**

\_\_\_\_\_  
By: Karina Macias  
Its: Mayor

\_\_\_\_\_  
By: Arnold M. Alvarez-Glasman  
Its: Managing Partner

**EXHIBIT A**  
**ALVAREZ-GLASMAN & COLVIN**  
**RATE SHEET**  
**COMPENSATION AND OTHER PROFESSIONAL SERVICE ISSUES**

<u>City Attorney and General Counsel Services</u>	<u>Hourly Rate</u>
Partners	\$ 190.00
Associates	\$ 185.00
Paralegals/Law Clerks	\$ 100.00

The FIRM shall not impose additional charges for secretarial time.

**Billing Procedure and Payment Procedure**

FIRM provides an itemized billing statement once a month with a complete listing of all services rendered and costs advanced. FIRM works cooperatively with our clients to meet the client's needs to provide a clear, comprehensive billing statement. Attorneys bill at .10 hour increments.

Facsimile:	\$ .50 per page
Copies:	\$ .50 per page
Mileage	(IRS standard)
Postage, long distance telephone, and out-of-pocket expenses	At Cost
Air Travel:	At Cost



# CITY OF HUNTINGTON PARK

City Manager's Office  
City Council Agenda Report

April 6, 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:

## **AUTHORIZATION TO AMEND AGREEMENT WITH SEVERN TRENT SERVICES FOR OPERATION AND MAINTENANCE OF POTABLE WATER FACILITIES AND SEWER COLLECTION SYSTEM**

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

1. Authorize the Interim City Manager to amend the agreement with Severn Trent Services for operation and maintenance of potable water facilities and sewer collection system.

### **BACKGROUND**

Upon direction from the City Council, the City will amend the master agreement with Severn Trent for operation and maintenance of potable water facilities and sewer collection systems in Huntington Park. The final form of the agreement will be presented to City Council for approval at the regularly scheduled City Council meeting of April 20, 2015.

Severn Trent currently operates the City's water and sewer systems. Specifically, Severn Trent provides day-to-day operations of the following:

#### *Water Facilities*

1. Well water supply system containing six production wells
2. Metropolitan Water District water receiving system
3. Water storage and pumping delivery systems
4. Water distribution system containing approximately:
  - a. 4,684 residential metered connections
  - b. 890 commercial/industrial metered connections
  - c. 600 fire hydrants

AUTHORIZATION TO AMEND AGREEMENT WITH SEVERN TRENT SERVICES FOR OPERATION AND MAINTENANCE OF POTABLE WATER FACILITIES AND SEWER COLLECTION SYSTEM

April 6, 2015

Page 2 of 2

5. Two wellhead treatment systems including:
  - a. Six air stripping towers
  - b. Four vessels granular activated carbon treatment system

*Sewer Collection Facilities*

1. 317,000 lineal feet collection system

**FISCAL IMPACT/FINANCING**

Funding for water and sewer operations is included in the FY 2014/15 budget in account numbers 681-8030-461.56-41 (Water Fund – Contractual Services) and 283-8040-432.56-41 (Sewer Maintenance Fund – Contractual Services). Since this is a multi-year contract, the Public Works Department will be accountable for budgeting the cost in future years, including any option exercised.

**LEGAL AND PROGRAM REQUIREMENTS**

The City's agreement for water and sewer system operations was assigned from SouthWest Water Company to Severn Trent Services on Feb. 19, 2015, per the terms of the master agreement. Additionally, per the terms of section 2.2 of the agreement, the City may extend its agreement with Severn Trent without any additional procurement process.

**CONCLUSION**

Upon approval, the Interim City Manager will prepare the final form of the agreement with Severn Trent Services for City Council approval on April 20, 2015.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager

**ATTACHMENTS**

- A. Letter assigning agreement to Severn Trent Services
- B. Agreement



**Severn Trent Services**  
**Western Region Office**  
402 N Neely Street  
Gilbert, AZ 85223  
United States

T: +1 623 572 9550  
M: +1 602 432 7167

[www.severntrentservices.com](http://www.severntrentservices.com)

Hand Delivered

February 19, 2015

John A. Ornelas  
Interim City Manager  
6550 Miles Avenue  
Huntington Park, CA. 90255

RE: Service Agreement/Water Facilities and Sewer Collection System/Notification on Intent for Renewal

Dear Mr. Ornelas;

Please accept this letter as our notification of intent to proceed with renewal of the service agreement that had been assigned from SWWC to Severn Trent Services. Such notification is required in Section 2.2 of the subject agreement.

We appreciate the opportunity of providing services to the City and look forward to a continuation of our partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "Fred Kriess", with a long horizontal flourish extending to the right.

Fred Kriess  
Regional General Manager  
Severn Trent Services

cc Jim Williams, Severn Trent Services  
Matthew Hoban, Severn Trent Services.

AGREEMENT

THIS AGREEMENT, IS ENTERED INTO THIS 19<sup>th</sup>  
day of November, 1990, by and between the  
CITY OF HUNTINGTON PARK (hereinafter called "CITY") and SOCI,  
INC., a Delaware corporation (hereinafter called "SOCI"), under  
the following circumstances:

A. CITY owns and has control over the basic facilities  
described on Exhibit "A" attached hereto and hereby incorporated  
herein (hereinafter called "FACILITY").

B. SOCI is a corporation specializing in the business of  
supplying operation and management services for Potable Water  
Treatment facilities, water distribution systems and sewer  
collection systems.

C. CITY desires that SOCI perform certain services as  
described herein.

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

1. ENGAGEMENT.

The CITY hereby engages SOCI to provide the services set forth  
herein and as identified in Exhibit "B" attached hereto and  
hereby incorporated herein with respect to the FACILITY, which  
is owned and controlled by the CITY.

2. TERM, RENEWAL AND TERMINATION.

2.1 Term. The contract shall commence on January 1, 1990, ("Commencement Date") and end June 30, 1996, Five and one half years (5 1/2) years thereafter unless renewed in accordance with Section 2.2.

2.2 Renewal. For the purposes of renewal, the contract term shall coincide with the CITY's fiscal year dates which commence on July 1 and end on June 30 of the succeeding year. This Agreement may be renewed as follows: In the event that SOCI intends to renew at the end of any term, it shall notify the CITY thereof at least one hundred and eighty (180) days prior to the applicable termination date. The agreement shall be automatically renewed for a five (5) year additional term, unless the CITY gives written notice to SOCI within sixty (60) days after such notice to CITY of election not to renew.

2.3 Termination. Either party to this Agreement may terminate this Agreement upon material breach by the other party providing that such terminating party first provide written notice of such breach to the other party and that such breach is not corrected within thirty (30) days after notice. In the event of such a termination SOCI will, if desired by CITY, continue to provide the current operations staff for a period of at least ninety (90) days beyond the set date of termination at cost plus

overhead, plus fifteen (15%) percent profit.

3. SOCI SERVICES

SOCI shall provide the following services:

3.1 Staffing. SOCI will staff the FACILITY with employees qualified in water distribution system operation and maintenance procedures and sewer collection. SOCI will staff the facilities five (5) days per week, with routine inspections completed during weekends and holidays.

3.2 Process Control. SOCI will provide on-call, back-up process control, management and engineering personnel from its office in Auburn, California.

3.3 Certifications, Training, Safety. SOCI will staff the FACILITY with employees possessing necessary certifications as may be required by governmental agencies. SOCI will maintain an education and safety program for SOCI employees. This program is to be patterned after the SOCI program currently utilized at other SOCI operated facilities. SOCI's safety program and work practices are in accordance with OSHA and OSHA requirements. The cost of this program will be the responsibility of SOCI.

*DA*  
*7-2-77 S*  
3.4 Former CITY Employees. SOCI will offer employment to seven (7) qualified employees of the CITY who were employees of record at the FACILITY. The employment offer is subject to meeting standard employment requirements of SOCI. On Agreement commencement date, SOCI will initiate employee relations work.

3.5 Scope. SOCI will provide the following services.

A. Potable Water Systems

1. Facility Operation. SOCI will operate and maintain the CITY's well water production system, potable water storage system and water distribution system in accordance with the "Guidelines for the Operation and Maintenance of Public Water Systems" prepared by the California Nevada Water Works Association dated November 15, 1983.

Except as otherwise set forth in this Agreement, SOCI will operate the water system to meet regulatory agency guidelines as set forth in the California Health and Safety Code and the California Administrative Code which are in existence at the commencement date of a signed contract.

2. Facility Inspection. SOCI shall inspect each water well, pumping station, water storage units and other required units located within the water facilities daily and shall produce Operator 10 records of each inspection as part of the permanent records of the CITY. Additional inspections shall be made if required due to any change, variation, peculiarity, defect, or problem in the condition of a particular facility which makes such extra inspection reasonably necessary.

3. Process Chemicals. SOCI shall purchase and maintain an inventory of chlorine and other chemicals routinely used in the operation of the water facility. Such

chemicals shall be stored at each water well located within the Water Facilities in quantities sufficient to assure continuous operation of the water facility.

4. Well Production Tests. SOCI shall arrange for production tests for all wells once every two (2) years. SOCI shall provide the CITY with copies of all reports resulting from these tests.

5. Supply and System Meters. SOCI shall verify and have certified on an annual basis, all "outside" supply water meters and CITY water production meters. Certification shall be for accuracy.

6. Meter Exchange Program. SOCI shall maintain a meter exchange program. SOCI shall replace six hundred (600) meters on an annual basis to maintain the integrity of the customer metered program. The cost of this program is included in the base contract price.

7. Maintenance. For purposes of this Agreement the following definition shall apply:

"Preventative Maintenance": Periodic scheduled maintenance in accordance with industry standards. Preventative maintenance is limited to:

- o Lubrication
- o Oil Change
- o Engine tune up

- o Valve exercising
- o Touch-up painting
- o Line flushing

SOCI shall furnish personnel, tools, and equipment required to properly lubricate all mechanical equipment; to replace control lamps or light bulbs; to adjust or replace pump shaft packing; or to perform other light maintenance required at specific intervals by the equipment manufacturers.

SOCI shall perform these services for each appropriate piece of equipment throughout the CITY'S water facilities. The scheduling of proper service intervals and the compilation of a history of all such service performed shall be performed utilizing a scheduled maintenance and repair timetable system contained in the Operator 10 System furnished by SOCI. All data in said system applicable solely to the CITY'S equipment shall be considered the property of the CITY.

8. Repair Maintenance to the Systems. SOCI shall perform maintenance work on the water facility distribution system, which shall include: new meter installations (exclusive of the meter exchange program), which includes the reading of the new meter and reporting the reading to the Customer Service Office of the Water System Collection Office of the CITY; repairs to water mains, repairs to wells; repairs to water service lines from the water main up to the meter; repairs to and replacement

of individual hydrants, meters, and other related equipment. SOCI shall not be responsible for extensions or expansions of the distribution system by new construction of water mains, water service lines between the mains and the meters, or water lines between the meter and house or other structures.

(a) Subcontracts for Repair

Maintenance: SOCI may subcontract any repairs or services required under this Agreement to a qualified subcontractor who has obtained all applicable state, federal or municipal licenses, permits and certificates, provided that any outside subcontractor so chosen by SOCI must be approved by the CITY, which may disapprove of any outside subcontractor without cause.

SOCI's Equipment Repair and Services Departments are considered a subcontractor under the terms of this Agreement. An outside subcontractor is considered to be a contractor or individual that is not a full-time employee of record of SOCI and the Southwest Services Group.

(b) Maximum Annual Repair Expenditures.

SOCI has provided in its base contract price a maximum aggregate annual dollar amount to perform repair maintenance service on all the water and sewer FACILITY systems. The maximum annual dollar amount that SOCI is responsible for to perform repair maintenance service is:

**ANNUAL MAXIMUM REPAIR MAINTENANCE LIMIT:                    \$120,000**

This includes materials, supplies, equipment, subcontractor and outside subcontractor costs.

This annual repair maintenance limit is set up in the Base Contract Price as an unexpended refundable item. Should the annual aggregate limit not be expended in any one contract year term, the unexpended balance shall be refunded to the CITY.

The CITY shall be responsible for all costs exceeding the annual repair maintenance dollar limit.

(c) Maintenance Reports. Two copies shall be provided quarterly and submitted by the 15th day of the following month of each quarter to the CITY. The report shall cover the following minimum information:

- o Progress report toward completion of annual budget items.
- o Identification of new problems.
- o Accumulative total of maintenance and repair expenditures to date. (However, when the actual maintenance expenditures reach or exceed 75% of the maintenance ceiling as specified in Section 3.5, Paragraph A.8.b., SOCI will immediately notify the CITY.)
- o Work plan for next quarter.
- o SOCI shall annually submit to the CITY recommended

Repair Maintenance, and Replacement Expenditures. SOCI will submit, upon request, documentation of the cost effectiveness of "repair versus replace" recommended by SOCI. The CITY will review the budget and adjust, approve or disapprove the plan.

- o Within one hundred and eighty (180) days after the date of the execution of this Agreement, and annually thereafter through and including the full term of the contract, SOCI shall provide to the CITY an evaluation of the water facility. The evaluation shall contain recommendations concerning improvements and changes to the water FACILITY.

9. Water Customer Service. SOCI shall perform all usual customer services such as monthly meter readings, service turn-offs and turn-ons, and turn-offs for non-payment for the potable water supply. SOCI's base contract price includes the following number of metered connections to be read on a scheduled basis.

- o Residential Meters: 5,600
  - o Commercial/Industrial: 600 *6,300*
- Total meters in contract 6,300*

Should the number of meters to be read increase in any contract year, the CITY shall pay SOCI \$10.00 per year per meter for every ten (10) meter incremental increase above 6,200 meters.

SOCI will work closely with the CITY's Customer Account Department and furnish all necessary data to the department to provide for timely customer billing.

10. Turn-on and Turn-off Services. Upon request by the CITY's Customer Account Department, SOCI shall perform turn-on and turn-off services directly related to the proper care and maintenance of the water FACILITY. The CITY shall pay to SOCI, in addition to the other charges called for herein, \$15.00 for each turn-on/turn-off service performed by SOCI in excess of 1,000 per year. The exceptions shall be for turn-on/turn-off services performed to facilitate any construction or repairs performed when such construction or repairs are being made to the distribution lines or system. At the time of the turn-on/turn-off service, and if requested by the CITY, SOCI shall install at the sole cost to the CITY a water line cutoff valve.

11. Electricity and Natural Gas Service to the Water Facilities. The electricity and natural gas supply contracts for the water FACILITY shall remain in the name of the CITY. The CITY shall be responsible for the payment of all electricity and natural gas utilized. Within ten (10) days of receipt of any bill for utility service to the water FACILITY, the CITY shall forward a copy of said bill to SOCI. SOCI will provide the administrative functions of data recording, power

monitoring, rate change verification and other matters associated with utilities supplied to the water FACILITY.

(a) Power Reduction Incentive. For the purpose of the following provision, "base period rate" shall mean the total cost of electricity and natural gas utilized by the water FACILITY for the twelve (12) months immediately preceding the execution of this Agreement, divided by the amount of water processed by said facilities during that period. As an incentive for SOCI to reduce the CITY's power cost to its water FACILITY, SOCI will share the cost savings of usage below the base period rate with the CITY. The CITY will retain sixty percent (60%) of any such savings and SOCI will receive forty percent (40%) of any such savings. The savings shall be based upon a calculation performed within thirty (30) days subsequent to each contract year of service. Any savings calculated shall be dispersed to the CITY and SOCI no later than the end of each quarter period following the year for which the calculation was made.

12. Regulatory Agency Reports. SOCI will prepare and sign as certified operator all monthly operating reports as required by the state, federal and local governments. SOCI shall also perform the necessary laboratory sampling and analyses as required by and in accordance with the testing requirements of the California Department of Health in effect as of the date of this Agreement. SOCI will submit reports to the

following agencies:

- o City of Huntington Park
- o State Department of Health Services
- o County Environmental Health Services
- o EPA, Local Office

13. Operation Report. Two (2) copies shall be provided monthly and submitted to the CITY by the 20th day of the following month. The report shall cover the following minimum information:

- o Data required by the California Department of Health (Water Quality Control Board);
- o overview statement of operation and any significant events;
- o turn-on and turn-off report summary;
- o monthly emergency call-out report;
- o meter read summary;
- o power usage report summary;
- o new meter set report;
- o meter exchange progress summary; and
- o record of staff safety meetings.

B. SEWER COLLECTION SYSTEM

SOCI will operate and maintain the CITY's Sewer Collection System. At the time of execution of this Agreement, definite sewer system plans were not available. A cursory

inspection sets the estimated footage to be 150 miles or 792,000 lineal feet.

It is mutually agreed between the CITY and SOCI that due to the lack of CITY records, the Sewer Collection System is estimated to contain approximately 792,000 lineal feet. The exact footage is not known. During SOCI's sewer cleaning service, SOCI will physically measure the system from center manholes to center manholes throughout the system.

SOCI will clean one fifth (1/5) of the Sewer Collection System each contract year, (158,500 lineal feet), thereby allowing for a totally cleaned system once every five (5) years.

The base cost of this contract includes the cost of cleaning the 158,500 lineal feet annually. Should the physical measurement of the system reveal the total footage to be greater than 792,000 lineal feet, a charge of \$0.30 per lineal foot for footage exceeding 792,000 lineal feet will be paid for by the CITY. Should the footage measured be less than the 792,000 lineal feet, a refund of \$0.30 per lineal foot for footage less than 792,000 lineal feet shall be paid to the CITY.

SOCI shall utilize equipment and personnel from it's Sewer Maintenance Department to perform the annual cleaning. SOCI shall utilize a Vactor-810 high pressure cleaning and debris removal system for this cleaning procedure.

SOCI shall maintain on site a sewer Rodding Machine to be utilized for sewer emergency stoppage call-outs.

SOCI will respond to sewer emergency calls twenty-four (24) hours per day, seven (7) days per week, including holidays. Emergency response calls are included in the base contract price. SOCI shall notify the CITY within twenty-

four (24) hours of any emergency call-out and provide the CITY with the following minimum data: *Time of response one (1) hour from Notification.*

- o Time of day reported to SOCI;
- o time of day SOCI responds;
- o nature of problem;
- o solution to problem; and
- o name, address, phone number of complaining party.

The CITY will receive a monthly sewer collection report which will include the following:

- o Amount of contract cleaning performed;
- o emergency call out report listing time reported, time of response, problem, name and address of complaint; and
- o General System Conditions report.

1. Storm Drains and Catch Basins. The cleaning of storm drains and/or catch basins are ~~not~~ part of SOCI's Scope of Service.

C. MAJOR EQUIPMENT - OPERATION AND MAINTENANCE EQUIPMENT

Included in the base contract price, SOCI shall furnish, operate and maintain the following equipment units:

- (a) one Customer Service Truck,
- (b) one Hoist Service Truck (water),
- (c) one Service Truck (sewer),
- (d) one Meter Read Truck (general service),
- (e) one Manager Truck,
- (f) one Sewer Rodding Machine,
- (g) Vehicle Communication System,
- (h) Air Compressor/Jack Hammer Unit, and
- (i) Backhoe, Trailer & Dump Truck.

D. TOOL AND MINOR EQUIPMENT

SOCI shall inventory existing CITY small tools, portable pumps, test equipment, etc. SOCI shall utilize, maintain and replace the equipment.

3.6 SOCI Insurance. SOCI shall maintain during the life of this Agreement the following insurance:

- o Public Liability and Property Damage  
\$2,000,000 (combined single limit)
- o General Liability  
\$2,000,000 (combined single limit)
- o Automotive Liability  
\$2,000,000 (combined single limit)

o Worker's Compensation

Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability Limits of One Million Dollars (\$1,000,000) per accident.

The insurer shall agree to waive all rights of subrogation against CITY, its officers, officials, employees and volunteers for losses arising from work performed by SOCI for CITY.

SOCI agrees to provide the CITY with proof of such insurance and will require insurer to give CITY thirty (30) days notice of cancellation or material change in said policies. SOCI shall name the CITY as additional insured on said policies.

3.7 CITY Insurance. The CITY shall purchase and ensure that standard fire insurance policies are maintained, including extended coverage for the replacement cost of the FACILITY. Such policies shall name SOCI as an additional insured according to its insurable interest under these policies during the term of this Agreement.

3.8 Licenses. The CITY shall maintain existing easements, licenses and warranties for the mutual benefit of both parties.

3.9 Public Notices. The CITY shall issue all public notices associated with non-compliance with regulatory requirements for drinking water standards, and SOCI shall provide all necessary support that the CITY may reasonably require.

4. INDEMNITY AND LIMITATIONS

4.1 Indemnity. Except as otherwise set forth in this Agreement, SOCI hereby agrees to, and shall indemnify and hold harmless the CITY, its elective and appointive boards, officers, agents and employees from any claim, loss, liability, damage, injury, or expense, including attorneys' fees, which directly arise from SOCI's intentional, willful, or negligent actions or omissions under this Agreement; provided, however, that this does not apply to and SOCI shall not indemnify or hold the CITY harmless from any claim, loss, liability, damage, injury, or expense or loss of plant use arising out of the discharge, dispersal, release or escape of the FACILITY sewage or odors into or upon land, the atmosphere, or any watercourse or body of water which is not the result of SOCI's intentional, willful or negligent actions or omissions. The CITY shall indemnify and hold harmless SOCI, its officers, agents, and employees from any claim, loss, liability, damage, injury, or expense, including attorneys' fees, which directly arise from the CITY's intentional, willful, or negligent actions or omissions under this Agreement.

4.2 Force Majeure. SOCI shall not be deemed to be in default if performance of the obligations required by this Agreement is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, accident, civil commotion, epidemic, act of government, its agencies or officers, or any other cause beyond the control of the parties ("Force Majeure"). Upon the occurrence of any such event SOCI shall operate the FACILITY on a "best efforts basis" (at no additional cost to SOCI) and shall not be responsible for potable water characteristics or damages, fines, penalties or claims resulting therefrom; if any additional expense is incurred by SOCI in such operations, that expense shall be deemed to be an extraordinary cost within the meaning of Section 4.3. In the event labor stoppage by employee groups (e.g. picketing) causes a disruption of SOCI employees entering and working at the FACILITY, the CITY shall seek appropriate legal injunctions or court orders; if the CITY fails to do this then SOCI may take these actions at the CITY's expense, and any expenses incurred by SOCI in taking these actions, including reasonable attorneys' fees, shall be deemed to be an extraordinary cost within the meaning of Section 4.3.

4.3 Extraordinary Costs. The CITY shall pay increases in maintenance expense, repair costs or other expenses resulting from extraordinary or unusual occurrences associated Force Majeure (as hereinafter defined).

5. PAYMENT FOR CONTRACTUAL SERVICE

The CITY shall pay to SOCI in the first year of this Agreement as compensation for the services performed:

- o Base Lump Sum Cost \$ 691,665.00 per year

The CITY shall pay to SOCI as compensation for the services monthly, at a rate of one twelfth (1/12) of the annual cost payable on the first day of each billing month service is to be rendered:

- o Base Lump Sum Cost \$ 57,628.75 per month

Late payments will be subject to a service charge of one and one-half percent (1 1/2%) per month or the maximum legal rate, whichever is less.

Incremental Costs - Basic Service Fees.

* Normal turn-off and turn-on of potable water meters	<u>\$15.00 ea.</u>
* Turn-off of potable water meter for non-payment	<u>\$15.00 ea.</u>
* Potable water meter replacement exclusive of meter exchange program.	
*5/8 X 3/4 inch meter	<u>\$ 50.00</u>
*3/4 inch meter	<u>\$ 56.18</u>
*1 inch meter	<u>\$ 82.68</u>
*1 1/2 inch meter	<u>\$ 210.94</u>
*2 inch meter	<u>\$ 310.58</u>
*3 inch meter	<u>\$ 465.34</u>
*4 inch meter	<u>\$ 890.00</u>
*6 inch meter	<u>\$ 2,010.82</u>
*8 inch meter	<u>\$ 3,148.20</u>
*10 inch meter	<u>\$ 4,261.20</u>

\*Meter read charge for every ten (10) meters added to the system in

\*Meter read charge for every ten  
(10) meters added to the system in  
excess of 6,200 existing meters

\$10.00 per  
meter, per  
year

- o Increases in contractual costs, additional services and changes of scope are provided for this contract as defined in Attachment "A" to this Agreement and made a part of this Agreement.

## 6. GENERAL PROVISIONS

6.1 New Equipment. Any operations equipment owned by SOCI during the term of this Agreement shall remain the property of SOCI. In the event SOCI sells such equipment, the CITY shall have first option to purchase.

6.2 Independent Contractor. The relationship of SOCI to the CITY is that of an independent contractor. None of the employees or agents of SOCI shall be considered employees of the CITY. The personnel performing services under this Agreement shall at all times be under SOCI's exclusive direction and control and shall be employees of SOCI and not employees of the CITY. SOCI shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income, tax withholdings, unemployment insurance compensation and similar matters.

6.3 Enforcement. The failure of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its right to enforce such provision in the future.

6.4 Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other which shall not be unreasonably withheld.

6.5 Equal Opportunity. SOCI is an equal opportunity employer with an approved affirmative action program (M/F/H/V/R).

6.6 Entire AGREEMENT. This Agreement contains the entire Agreement between the CITY and SOCI and supersedes all previous or contemporaneous communications, representations or agreements. This Agreement may be modified only by written amendment signed by both parties.

6.7 Access. CITY officials and representatives will have access to the FACILITY covered by this Agreement during normal working hours and at other times, for reasons of safety, as coordinated through the chief administration office.

6.8 Notices. All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepaid. Notices required to be given to SOCI shall be addressed as follows:

Lloyd D. Hedenland  
Vice President/General Manager  
SOCI, Inc.  
359 Nevada Street, Suite #203  
Auburn, CA 95603

Notices required to be given to the CITY shall be addressed as follows:

Mr. Don L. Jeffers  
Chief Administrative Officer  
City of Huntington Park  
Civic Center  
Huntington Park, CA 90255

Either party may change its address by written notice in accordance with this section. Mailed notices shall be effective three (3) days after mailing.

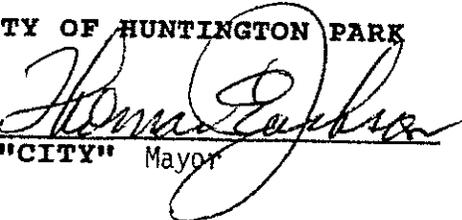
6.9 Records. Upon termination of this Agreement, SOCI shall turn over to the CITY the original or copies of all documentation, plans, drawings and other papers in its possession and applicable to its operation of the FACILITY; provided, however, that this shall not be deemed to require SOCI to turn over any proprietary items of SOCI used in the provision of services hereunder.

7. Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement has been executed with the invalid portion thereof eliminated.

7.1 Subject to Section 6.4 of this Agreement, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

IN WITNESS WHEREOF, the CITY and SOCI have caused this Agreement to be duly executed as of the day and year first above written.

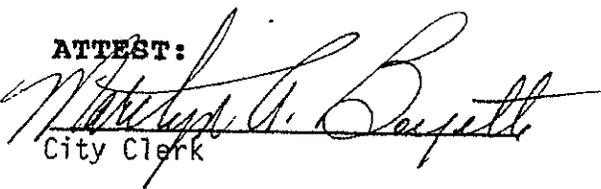
CITY OF HUNTINGTON PARK

BY   
"CITY" Mayor

SOCI, INC., a Delaware corporation

BY   
MICHAEL O. QUINN  
President.

ATTEST:

  
City Clerk

BY   
LLOYD D. HEDENLAND  
Vice President/General Manager

APPROVED AS TO FORM:

  
City Attorney

**ATTACHMENT "A"**

**A. CPI INDEX INCREASE OR DECREASE**

This contract will be reviewed annually for compensation increase or decrease, based on the Los Angeles-Anaheim-Riverside C.P.I. Index as published by the Bureau of Labor Statistics. The annual average increase or decrease reported will be utilized to increase or decrease the compensation of the year following the reported year.

**B. UNIT CHLORINE COST INCREASE OR DECREASE**

The unit cost for chlorine at contract commencement is established at \$681.40 per ton and \$34.07 per pound (150/lb cylinders). Unit chlorine costs shall be received semiannually and adjusted if necessary. Any increase or decrease in unit cost shall be calculated and billed to the CITY or credited.

**C. CHANGE OF SCOPE**

Should the scope of services be changed due to change of NPDES Permit requirements or any other change initiated or mandated, SOCI and the CITY shall negotiate any increases required.

**D. ADDITIONAL FIELD WORK**

Any additional field work requested by the CITY or required under the contract shall be performed at the following rate classifications:

1. Personnel

- A. Supervisor \$46/hour
- B. Electrician \$38/hour
- C. Mechanic \$38/hour
- D. Laborer \$25/hour

2. Equipment

- A. Service Truck \$21.00/hour
- B. Rental Equipment At local rental rates
- C. Vactor 810 \$155/hour w/crew
- D. Pipeline TV \$155/hour w/crew  
below 3,000 feet  
\$0.45/foot for footage  
over 3,000 feet

3. Overhead and Profit

Overhead and profit rate shall be established at twenty percent (20%) for all additional work.

**E. ADDITIONAL SERVICES**

At the request of the CITY and at the option of SOCI, SOCI shall provide additional services for the CITY. Compensation for such services shall be negotiated on a case-by-case basis.

**EXHIBIT "A"**

**UNIT PROCESS**

**A. WATER SYSTEM (General)**

1. Well Sites - Pump Stations
2. Reservoir Storage
3. Water Distribution System
4. Residential Meters (5,600)
5. Commercial Meters (600)

**B. SEWER COLLECTION SYSTEM**

Sanitary Sewer Collection System estimated at 792,000 lineal feet of various sized piping.

**EXHIBIT "B"**

**OPERATION & MAINTENANCE PROGRAM**

**SCOPE OF SERVICES**

This proposed SCOPE OF SERVICES outlines the major elements of the SOCI plan to operate and maintain the CITY'S:

- \* WATER WELL SYSTEM
- \* WATER DISTRIBUTION SYSTEM
- \* WATER STORAGE SYSTEM
- \* SEWER COLLECTION SYSTEM

The tasks outlined below can be changed based upon input by the CITY during contract negotiations.

**MANAGEMENT OF THE PROGRAM**

The City of Huntington Park Program will be managed directly by an on-site SOCI Manager. Overall management responsibility will be under the direction of:

Mr. Lloyd D. Hedenland  
Vice President/General Manager  
359 Nevada Street, Suite 203  
Auburn, CA 95603

The SOCI assigned Manager will be responsible for direct day-to-day operations. The Manager has the authority to respond to the CITY'S directions and requests on matters relating to operation of the potable and sewer collection system.

OPERATION & MAINTENANCE PROGRAM-SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK

GENERAL WATER FACILITY DESCRIPTION

The general description of the water FACILITY SOCI proposes to operate and maintain for the CITY is:

- 1) Well water supply system containing five (5) production wells equipped with auxiliary standby power engines;
- 2) MWD water receiving system;
- 3) water storage and pumping delivery systems; and
- 4) water distribution system containing:
  - o 5,600 residential metered connections
  - o 600 commercial/industrial metered connections
  - o 650 Fire Hydrants.

**OPERATION & MAINTENANCE PROGRAM-SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK**

**GENERAL SEWER COLLECTION FACILITY DESCRIPTION**

Up to date sewer location and layout plans for the CITY are not presently available. A service description of the system is presented in the Basic Services section of this proposal.

**SYSTEMS STAFFING ATTENDANCE**

SOCI assumes responsibility for control and the operational performance of the water and sewer collection systems twenty-four (24) hours per day, seven (7) days per week, holidays included. In order to accomplish this, SOCI will staff the water and wastewater systems with qualified, experienced personnel five (5) days per week, eight (8) hours per day.

Routine inspections will be conducted on weekends and holidays. One Water Service Worker will be assigned as "standby" to respond to emergency calls twenty-four (24) hours per day, seven (7) days per week, holidays included.

**OPERATION & MAINTENANCE PROGRAM-SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK**

**OPERATION AND MAINTENANCE PERSONNEL ASSIGNMENT**

SOCI shall staff the FACILITY with a minimum of six (6) full-time personnel filling the following personnel classifications:

- o Facilities Manager, (1)
- o Water Service Foreman, (1)
- o Water Meter Serviceman, (1)
- o Water Service Workers, (3)

SOCI and the Southwest Services Group shall provide additional personnel to perform the following:

- o Annual Sewer Cleaning
- o Periodic Auxiliary Engine Service
- o Periodic Well Production Testing
- o Annual Meter Exchange Program

The above services are included in the base price of the contract.

As indicated in the Qualifications and Experience section of this proposal, SOCI and the Southwest Services Group have the capabilities to provide a wealth of experienced personnel

**OPERATION & MAINTENANCE PROGRAM--SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK**

**OPERATION AND MAINTENANCE PERSONNEL ASSIGNMENT (cont.)**

in all phases of water systems and collection systems' Operation, Maintenance, Engineering and Management.

**EXISTING CITY EMPLOYEES**

On the effective <sup>eight 8</sup> date of an Agreement, SOCI will offer employment to at least ~~five~~ <sup>(5)</sup> qualified employees of the CITY who were employees of record at the FACILITY. The offer of employment is subject to meeting standard employment requirements of SOCI.

Employees accepted for employment with SOCI shall receive an hourly compensation equal to the hourly pay rate the employee received from the CITY at the date of transfer to SOCI. Accepted CITY employees shall receive SOCI's Employee Benefit Package.

**BASIC SERVICES - WATER SYSTEMS**

The successful operation and maintenance of water system components is dependent upon reliable, frequent inspections and efficient, repeatable Preventative maintenance. Accurate record systems are an absolute must to achieve these two goals.

OPERATION & MAINTENANCE PROGRAM-SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK

BASIC SERVICES - WATER SYSTEMS (cont.)

SOCI, as part of the Southwest Services Group, has adopted and utilizes a Computer Maintenance Management System to maintain excellence in Operation and Maintenance. SOCI utilizes the Operator 10 System in all its facilities.

All discussions in this proposal referring to operation and maintenance procedures, schedules, reports, cost accounting and records, are managed by an Operator 10 System. SOCI will furnish, install and operate the Operator 10 Hardware and Software System for the City of Huntington Park Project under the base cost of the Proposal.

Duties performed by SOCI in the water systems under the base contract cost are as follows:

1. FACILITY Operation. SOCI will operate and maintain the CITY's well water production system, potable water storage system and water distribution system in accordance with the "Guidelines for the Operation and Maintenance of Public Water Systems" prepared by the California Nevada Water Works Association dated November 15, 1983.

OPERATION & MAINTENANCE PROGRAM-SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK

BASIC SERVICES - WATER SYSTEMS (FACILITY Operation cont.)

Except as otherwise set forth in this Proposal, SOCI will operate the water system to meet regulatory guidelines as set forth in the California Health and Safety Code and the California Administrative Code which are in existence at the commencement date of a signed contract.

2. FACILITY Inspection. SOCI shall inspect each water well and pumping station, water storage units and other required units located within the FACILITY daily and shall produce Operator 10 records of each inspection as part of the permanent records of the CITY. Additional inspections shall be made if required due to any change, variation, peculiarity, defect, or problem in the condition of a particular facility which makes such extra inspection reasonably necessary.

3. Process Chemicals. SOCI shall purchase and maintain an inventory of chlorine and other chemicals routinely used in the operation of the water FACILITY. Such chemicals shall be stored at each water well located within the water FACILITY in quantities sufficient to assure continuous operation of the water FACILITY.

OPERATION & MAINTENANCE PROGRAM-SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK

BASIC SERVICES - WATER SYSTEMS (cont.)

4. Well Production Tests. SOCI shall arrange for production tests for all wells every two (2) years. SOCI shall provide the CITY with copies of all reports resulting from these tests.

5. Supply and System Meters. SOCI shall verify and have certified, on an annual basis, all "outside" supply and water production meters. Certification shall be for accuracy.

6. Maintenance. For purposes of this Proposal the following definition shall apply:

"Preventative Maintenance": Periodic scheduled maintenance in accordance with industry standards. Preventative maintenance is limited to:

- a. Lubrication
- b. Oil change
- c. Engine tune up
- d. Valve exercising
- e. Touch-up painting
- f. Line flushing

OPERATION & MAINTENANCE PROGRAM-SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK

BASIC SERVICES - WATER SYSTEMS (Maintenance cont.)

SOCI shall furnish personnel, tools and equipment required to properly lubricate all mechanical equipment; to replace control lamps or light bulbs; to adjust or replace pump shaft packing; or to perform other light maintenance required at specific intervals by the equipment manufacturers.

SOCI shall perform these services for each appropriate piece of equipment throughout the FACILITY. The scheduling of proper service intervals and the compilation of a history of all such service performed shall be performed utilizing a scheduled maintenance and repair timetable system contained in the Operator 10 System furnished by SOCI. All data in said system applicable solely to the CITY's equipment shall be considered the property of the CITY.

7. Meter Exchange Program. SOCI shall maintain a meter exchange program. SOCI shall replace six hundred (600) meters on an annual basis to maintain the integrity of the customer metered program. This program is included in the base contract price.

OPERATION & MAINTENANCE PROGRAM-SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK

BASIC SERVICES - WATER SYSTEMS (cont.)

8. Repair Maintenance to the Systems. SOCI shall perform maintenance work on the water FACILITY distribution system, which shall include: new meter installations (exclusive of meter exchange program), which includes the reading of the new meter and reporting the reading to the Customer Service Office of the Water System Collection Office; repairs to water mains; repairs to wells; repairs to water service lines from the water main up to the meter; repairs to and replacement of individual hydrants, meters and other related equipment. SOCI shall not be responsible for extensions or expansions of the distribution system by new construction of water mains, water service lines between the mains and the meters, or water lines between the meter and house or other structures.

SOCI may subcontract any repairs or services required under this proposal to a qualified subcontractor who has obtained all applicable state, federal or municipal licenses, permits and certificates, provided that any outside subcontractor so chosen by SOCI must be approved by the CITY,

OPERATION & MAINTENANCE PROGRAM-SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK

BASIC SERVICES - WATER SYSTEMS (Repair Maintenance to the  
Systems cont.)

which may disapprove of any outside subcontractor without  
cause.

SOCI and the Southwest Services Group's Equipment Repair  
and Services Departments are considered a subcontractor under  
the terms of this proposal. An outside subcontractor is  
considered to be a contractor or individual that is not a  
full-time employee of record of SOCI and the Southwest  
Services Group.

SOCI has provided in its base contract price a maximum  
annual dollar amount to perform Repair Maintenance Service on  
all the Water and Sewer FACILITY systems. The maximum annual  
amount of repair maintenance that SOCI is responsible for is:

Annual Maximum Repair Maintenance Limit: \$120,000

This includes materials, supplies, equipment, sub-  
contractor and outside subcontractor costs. These costs do  
not include on-site regular, employee labor costs.

This annual repair maintenance limit is set up in the  
base contract price as an unexpended refundable item. Should

OPERATION & MAINTENANCE PROGRAM-SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK

BASIC SERVICES - WATER SYSTEMS (Repair Maintenance to the  
Systems cont.)

the annual limit not be expended, the unexpended balance shall  
be refunded to the CITY.

The CITY shall be responsible for all costs exceeding the  
annual repair maintenance limit.

SOCI will provide the CITY with a monthly report and back  
up of the expenditures applied to this fund.

SOCI shall annually submit to the CITY recommended repair  
maintenance, and replacement expenditures. SOCI will submit,  
upon request, documentation of the cost effectiveness of  
"repair versus replace" recommended by SOCI. The CITY will  
review the budget and adjust, approve or disapprove the plan.

Within one hundred and eighty (180) days after the date  
of the execution of a contract and annually thereafter through  
and including the full term of the contract, SOCI shall  
provide to the CITY an evaluation of the water FACILITY,  
including the entire distribution system, which evaluation  
shall contain recommendations concerning improvements and  
changes in the water FACILITY which, in the opinion of SOCI,  
should be made to the water FACILITY.

OPERATION & MAINTENANCE PROGRAM-SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK

BASIC SERVICES - WATER SYSTEMS (cont.)

9. Electrical and Natural Gas Service to the FACILITY. The electrical and natural gas service supply contracts for the FACILITY shall be in the name of the CITY and the CITY shall be responsible for the payment of all bills for this service. Within ten (10) days of receipt of any bill for utility service to the FACILITY, the CITY shall forward a copy of said bill to SOCI. SOCI will provide the administrative functions of data recording, power monitoring, rate change verification and other matters associated with utilities supplied to the FACILITY. For the purpose of the following provisions, "base period rate" shall mean the total cost of electrical and natural gas service utilized by the FACILITY for the twelve (12) months immediately preceding the execution of the contract divided by the amount of water processed by said facilities during that period. As an incentive for SOCI to reduce the CITY's power cost to its FACILITY, SOCI will share the cost savings of usage below the base period rate with the CITY, with the CITY retaining sixty percent (60%) of any such savings and SOCI receiving forty percent (40%) of any such

OPERATION & MAINTENANCE PROGRAM-SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK

BASIC SERVICES - WATER SYSTEMS (Electrical and Natural Gas Service to the FACILITY cont.)

savings. The savings shall be based upon the twelve (12) month period in question, and shall be due and payable by the CITY to SOCI on the first day of the month following the verification by the CITY or the CITY Auditor of any such savings.

10. Water Customer Service. SOCI shall perform all usual customer services such as monthly meter readings, service turn-offs and turn-ons, and turn-offs for non-payment for the potable water supply. SOCI's base contract price assumes that the following number of metered connections are read on a scheduled basis.

- 1) Residential Meters: 5600
- 2) Commercial/Industrial: 600

Should the number of meters to be read increase in any contract year, the CITY shall pay SOCI \$10.00 per year for every ten (10) meter incremental increase to read the additional meters.

OPERATION & MAINTENANCE PROGRAM-SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK

BASIC SERVICES - WATER SYSTEMS (Water Customer Service cont.)

SOCI will work closely with the CITY's Customer Account Department and furnish all necessary data to the department to provide for adequate customer billing.

11. Turn-on and Turn-off Services. Upon request by the CITY's Customer Account Department, SOCI shall perform turn-on and turn-off services directly related to the proper care and maintenance of the water FACILITY. CITY shall pay to SOCI, in addition to the other charges called for herein, \$15.00 for each turn-on/turn-off service performed by SOCI in excess of 1,000 per year. The exceptions shall be for turn-on/turn-off services performed to facilitate any construction or repairs performed, when such construction or repairs are being made to the distribution lines or system. At the time of the turn-on/turn-off service, and if requested by the CITY, SOCI shall install at the sole cost and expense of the CITY a water line cutoff valve.

OPERATION & MAINTENANCE PROGRAM-SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK

BASIC SERVICES - WATER SYSTEMS (cont.)

12. Reports. SOCI will prepare and sign as certified operator all monthly operating reports as required by the state, federal, and local governments. SOCI shall also perform the necessary laboratory sampling and analyses as required by and in accordance with the testing requirements of the California Department of Health in effect as of the date of a signed contract. SOCI will submit reports to the following agencies:

- o City of Huntington Park
- o State Department of Health Services
- o County Environmental Health Services
- o EPA

13. Operation Reports. Two (2) copies shall be provided monthly and submitted to the CITY by the 15th day of the following month. The report shall cover the following minimum information:

- o Data required by the California Department of Health (Water Quality Control Board);

OPERATION & MAINTENANCE PROGRAM-SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK

BASIC SERVICES - WATER SYSTEMS (Operation Reports cont.)

- o overview statement of operation and any significant events;
- o turn-on and turn-off report summary;
- o monthly emergency call-out report;
- o meter read summary;
- o power usage report summary;
- o new meter set report;
- o meter exchange progress summary; and
- o record of staff safety meetings.

14. Maintenance Reports. Two (2) copies shall be provided monthly and submitted by the 15th day of the following month.

The report shall cover the following minimum information:

- o Progress report toward the completion of annual budget items;
- o identification of new problems;
- o repair maintenance completion report;

**OPERATION & MAINTENANCE PROGRAM-SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK**

**BASIC SERVICES - WATER SYSTEMS (Maintenance Reports cont.)**

- o accumulative total of maintenance and repair expenditures to date; however, when the actual maintenance expenditures reach or exceed 75% of the repair maintenance limit previously specified, SOCI will immediately notify the CITY; and
- o repair maintenance schedule for the succeeding month.

**BASIC SERVICES - SEWER COLLECTION SYSTEM**

SOCI will operate and maintain the CITY's Sewer Collection System. At the time of preparation of this proposal definitive sewer plans were not available. A cursory inspection sets the estimated footage to be 150 miles or 792,000 lineal feet.

Present operation and maintenance is minimal with scheduled Preventative maintenance cleaning not being performed. The CITY presently responds to about thirty (30) (estimated by the CITY) customer complaint sewage stoppage calls per year.

OPERATION & MAINTENANCE PROGRAM-SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK

BASIC SERVICES - SEWER COLLECTION SYSTEM (cont.)

SOCI proposes to clean one fifth (1/5) of the system each calendar year (158,500), thereby allowing for a totally cleaned system once every five (5) years.

It is mutually agreed between the CITY and SOCI that due to lack of records, the Sewer Collection System consisted of approximately 792,000 feet. The exact footage is not known. During SOCI's sewer cleaning service, SOCI will physically measure the system from center manholes to center manholes throughout the system.

The base cost of this contract includes the cost of cleaning 158,500 feet annually. Should the physical measurement of the system reveal the total footage to be greater than 792,000 feet, a charge of \$0.30 per lineal foot for footage exceeding 792,000 feet will be paid by the CITY.

SOCI shall utilize equipment and personnel from its Sewer Maintenance Department to perform the annual cleaning. SOCI shall utilize a Vactor 810 high pressure cleaning and debris removal system for this cleaning procedure.

**OPERATION & MAINTENANCE PROGRAM-SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK**

**BASIC SERVICES - SEWER COLLECTION SYSTEM (cont.)**

SOCI shall maintain on site a Sewer Rodding Machine to be utilized for sewer emergency stoppage call-outs.

SOCI shall respond to all sewer emergency calls twenty-four (24) hours a day, seven (7) days per week, holidays included. Emergency response calls are included in the base contract price.

The CITY will receive a monthly sewer collection report which will include the following:

- 1) Amount of contract cleaning performed;
- 2) emergency call-out report listing time reported, time of response, problem, name and address of complaint; and
- 3) general system conditions report.

**BASIC SERVICES - OPERATION AND MAINTENANCE EQUIPMENT**

1. Major Equipment. Included in the base contract price SOCI shall furnish or purchase from the CITY, operate and maintain the following equipment units:

- a) One Customer Service Truck,
- b) one Hoist Service Truck (water),

OPERATION & MAINTENANCE PROGRAM-SCOPE OF SERVICE  
CITY OF HUNTINGTON PARK

BASIC SERVICES - OPERATION AND MAINTENANCE EQUIPMENT ( Major  
Equipment cont.)

- c) one Service Truck (sewer),
  - d) one Meter Read Truck (general service),
  - e) one Manager Truck,
  - f) one Sewer Rodding Machine,
  - g) Vehicle Communication System,
  - h) Air Compressor/Jack Hammer Unit, and
  - i) Backhoe, Trailer & Dump Truck.
2. Tool and Minor Equipment. SOCI shall inventory existing CITY small tools, portable pumps, test equipment, etc. SOCI shall utilize, maintain and replace equipment.

AMENDMENT TO THE EXISTING AGREEMENT BETWEEN ECO  
RESOURCES, INCORPORATED AND THE CITY OF HUNTINGTON PARK

ECO Resources, Incorporated a Texas corporation, herein after "ECO", has previously entered into an Agreement, as SOCI, Incorporated, a Delaware corporation, dated November 19, 1990, with the City of Huntington Park, a body political, herein after "City". Said agreement has since been extended, and the name of SOCI has been changed to ECO Resources, Incorporated.

Page 1, Article A of said Agreement enumerates that the City has control over a certain described water system. Page 1, Article B of said Agreement enumerates that ECO specializes in supplying operation and management services for potable water treatment facilities, water distribution systems and sewer collection systems.

Article A-8, on page 6 of said Agreement, entitled, Repair Maintenance to the Systems" further states that ECO will, "...perform maintenance work on the water facility distribution system..."

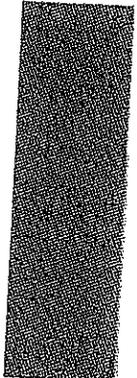
The City of Huntington Park and ECO desire to amend said Agreement to clarify compensation for services that ECO may perform for certain maintenance and repair services that the City desires to have performed on said potable water distribution system.

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

Article 8 (d) shall hereby be added to said Agreement and shall be as follows:

8. Repair Maintenance to the System

- (d) The prices to be charged to the City, as consideration for ECO performing maintenance and repair work and/or services that are not set forth elsewhere in the Agreement, shall be at the prices shown in Attachment A. Said prices, are not subject to annual CPI adjustments called for in said existing Agreement, however, ECO may review said authorized prices every January and request, in writing, an adjustment to said prices by the City. The City shall respond, in writing, to said request within thirty (30) calendar days from the date that ECO's request is delivered to the City. The City's response shall be either: a) concurrence with any adjustments requested; b) a revised adjustment to be considered by ECO; or c) the City election to eliminate this amendment of Article 8 (d) from Agreement. If the adjustments are accepted, ECO shall continue to perform said work and/or services as described. If the adjustments are not accepted, and the City elects to eliminate this amendment, ECO will



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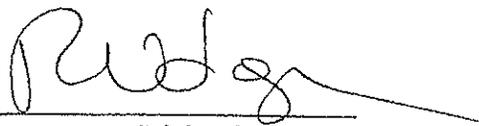
have no further obligation to perform any work and/or services within the scope of work of this amendment.

All other terms and conditions of said Agreement are in full force and effect and shall also apply to this Amendment.

IN WITNESS WHEREOF, the City and ECO have caused this Agreement to be duly executed as of the day and year first above written.

CITY OF HUNTINGTON PARK

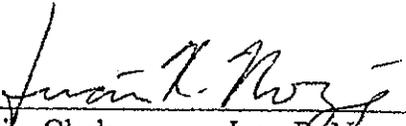
ECO RESOURCES INC.

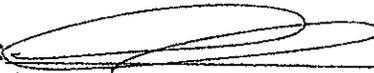
By:   
Mayor Richard V. Loya

By:   
Vice President Western Region  
Steven Richardson

ATTESTED:

APPROVED AS TO FORM:

By:   
City Clerk Juan R. Noguez

By:   
City Attorney, Anthony Canzoneri

# ATTACHMENT A

The following rate sheet shall be effective through the first twelve (12) months of CONTRACT term, and shall be reviewed annually for justifiable cost impacts based on an initial five (5) year term.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	Install 12" C900 pipe	\$52.30/ft.
2.	Install 10" C900 pipe	\$50.60/ft.
3.	Install 8" C900 pipe	\$44.30/ft.
4.	Install 6" C900 pipe	\$39.80/ft.
5.	Install 6" fire hydrants	\$2,216.00 ea.
6.	Install 12" x 8" cross	\$2,046.00 ea.
7.	Install 8" cross	\$1,796.00 ea.
8.	Install 12" tee	\$1,114.00 ea.
9.	Install 8" tee	\$887.00 ea.
10.	Make 12" hot tap	\$1,364.00 ea.
11.	Make 6" or 8" hot tap	\$1,080.00 ea.
12.	Install 12" gate valve	\$1,887.00 ea.
13.	Install 8" gate valve	\$1,284.00 ea.
14.	Install 6" gate valve	\$1,046.00 ea.
15.	Install 1" longside water service	\$1,261.00 ea.
16.	Install 1" shortside water service	\$1,114.00 ea.
17.	Install 2" longside water service	\$2,228.00 ea.
18.	Install 2" shortside water service	\$1,603.00 ea.

## Clarifications

- a. Items (15) thru (18) include new meter boxes & covers. Previous service lines to be removed from new meter box location.
- b. Hot taps to be used for tie-ins to existing water mains.

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of December 5, 1994, by and between the CITY OF HUNTINGTON PARK ("CITY") and ECO RESOURCES, INC., a corporation ("ECO").

CITY OF HUNTINGTON PARK  
94 DEC 27 PM 12:53

RECITALS

- A. This Amendment amends that certain Agreement ("the Agreement") made and entered into by CITY and SOCI, INC., a Delaware corporation, as of November 19, 1990.
- B. ECO has succeeded to SOCI's interest in the Agreement.
- C. The parties desire to extend the Agreement beyond its current term.

NOW, THEREFORE, based on the Recitals set forth above and the mutual promises set forth below, the parties agree as follows:

- 1. Section 2.1 of the Agreement is hereby amended to state that the contract shall end June 30, 2000.
- 2. Except as set forth herein, Section 2.1, and the entirety of the Agreement will remain in full force and effect.

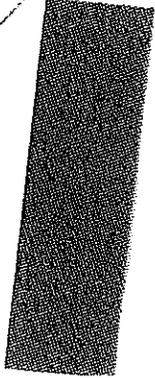
Intending to be legally bound, the parties have executed this Amendment as of the date first set forth above.

CITY OF HUNTINGTON PARK

RUDON  
Mayor

ECO SYSTEMS, INC., a Delaware corporation

By [Signature]

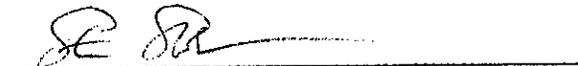


ATTEST:

  
City Clerk

By \_\_\_\_\_  
Vice President/General  
Manager

APPROVED AS TO FORM:

  
City Attorney

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of January 3, 2000, by and between the CITY OF HUNTINGTON PARK ("CITY") and ECO RESOURCES, INC., a corporation ("ECO").

RECEIVED  
JAN 11 AM 11:05  
CITY OF HUNTINGTON PARK

RECITALS

A. This Amendment amends that certain Agreement ("the Agreement") made and entered into by CITY and SOCI, INC., a Delaware corporation, on November 19, 1990.

B. ECO has succeeded to SOCI's interest in the Agreement.

C. The Agreement is due to expire on June 30, 2000.

D. The parties desire to extend the Agreement beyond its current term.

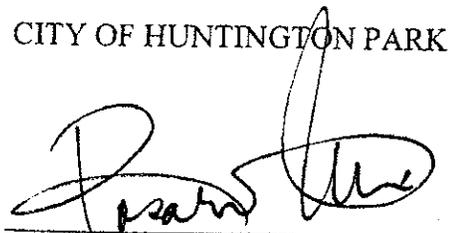
NOW, THEREFORE, based on the Recitals set forth above and the mutual promises set forth below, the parties agree as follows:

1. Section 2.1 of the Agreement is hereby amended to state that the Agreement shall end June 30, 2005.

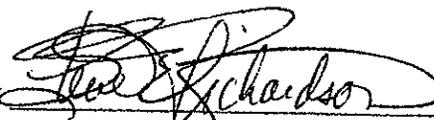
2. Except as set forth herein, Section 2.1, and the entirety of the Agreement shall remain in full force and effect.

Intending to be legally bound, the parties have executed this Amendment as of the date first set forth above.

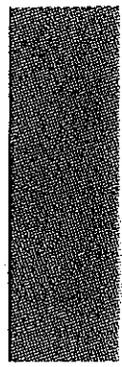
CITY OF HUNTINGTON PARK

  
\_\_\_\_\_  
Rosario Marin, Mayor

RESOURCES TEXAS  
ECO SYSTEMS, INC., a Delaware  
Corporation

By   
\_\_\_\_\_  
VICE PRESIDENT  
WESTERN REGION

SKR





## AMENDMENT NO. 4 TO AGREEMENT

THIS AMENDMENT NO. 4 TO AGREEMENT ("**Amendment No. 4**"), is made and entered into as of December 1, 2003, by and between the City of Huntington Park, a municipal corporation of the State of California ("**City**"), and ECO Resources, Inc., a corporation ("**Eco**"), with reference to the following:

### RECITALS

WHEREAS, City and Eco are parties to that certain Agreement, dated November 19, 1990, as amended by that certain Amendment to Agreement, dated December 5, 1994, as amended by that certain Amendment to Agreement, dated January 3, 2000, as amended by that certain Amendment to the Existing Agreement Between Eco Resources, Incorporated and the City of Huntington Park, dated February 19, 2002 (collectively, the "**Agreement**"), pursuant to which City contracted with Eco to perform maintenance services to the City's water and sewer systems.

WHEREAS, Section 2.1 of the Agreement provides that the Agreement shall expire on June 30, 2005, unless renewed pursuant to Section 2.2 of the Agreement.

WHEREAS, the City and Eco each desire to extend the term of the Agreement for an additional five years.

**NOW, THEREFORE, City and Eco hereby agree as follows:**

**Section 1.** Term. Section 2.1 of the Agreement is hereby amended and shall now read as follows:

"2.1 Term. The contract shall commence on January 1, 1990 ("**Commencement Date**") and expire on June 30, 2010, unless renewed in accordance with Section 2.2."

**Section 2.** Effective Date. The effective date of this Amendment No. 4 is December 1, 2003.

**Section 3.** No Other Modification. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.

**Section 4.** Counterparts. This Amendment No. 4 may be executed in any number of counterparts, all of which shall constitute but one original.

[SIGNATURE PAGE FOLLOWS]

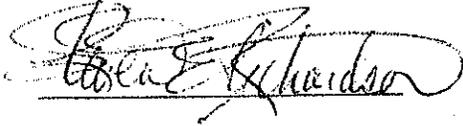
IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to Agreement as of the day and year first above written.

**ECO:**

**CITY:**

ECO RESOURCES

CITY OF HUNTINGTON PARK



Rose E. Richardson



Edward Escareño, Mayor

ATTEST:



City Clerk

**AMENDMENT NO. 5  
TO THE  
AGREEMENT FOR OPERATION AND MAINTENANCE OF POTABLE  
WATER FACILITIES AND SEWER COLLECTION SYSTEM BETWEEN  
CITY OF HUNTINGTON PARK AND ECO RESOURCES, INC.**

This AMENDMENT NO. 5 (the "Fifth Amendment") is made effective as of this 16<sup>th</sup> day of June, 2008 (the "Effective Date") by and among the City of Huntington Park (the "City"), ECO Resources, Inc., a Texas corporation, as successor-in-interest to SOCI ("ECO" or "Assignor") and SWWC Services, Inc., a Delaware corporation ("SWWCS" or "Assignee"). Defined terms used herein shall have the same meaning as ascribed to them in the Agreement (as such term is defined below).

**RECITALS**

**THE ASSIGNMENT**

**WHEREAS**, the City and ECO, as successor-in-interest to SOCI, entered into that certain agreement for operation and maintenance of potable water facilities and sewer collection systems dated as of November 19, 1990 (the "City Agreement") and four subsequent amendments to the City Agreement (the City Agreement and the four amendments shall be referred to collectively as the "Agreement"); and

**WHEREAS**, it is contemplated that ECO will be merged into Assignee with Assignee being the surviving entity; and

**WHEREAS**, in connection with such merger, Assignor intends to assign and Assignee agrees to assume Assignor's rights and obligations under the Agreement as well as the Fifth Amendment; and

**THE EXPANSION PROJECT**

**WHEREAS**, in or around 2001, the State of California Water Replenishment District ("WRD") determined that in order to meet current drinking water standards, it was necessary to install a carbon treatment system consisting of two tanks filled with activated carbon along with associated piping, valves, and sampling taps to allow Well #17 located at 5920 Miles Avenue, Huntington Park, California (the "Well") to pump at its capacity of 2100 GPM; and

**WHEREAS**, it was subsequently determined that carbon system was not of sufficient size to allow the Well to pump at the 2100 GPM rate and that it was necessary to reduce the flow to 1400 GPM; and

**WHEREAS**, in order to allow the Well to return to its originally intended capacity of 2100 GPM, WRD has determined that the carbon treatment system should be expanded from two to four carbon tanks, including all associated piping, valves and sampling taps, support pads, perimeter fencing, gates and all ancillary equipment to expand the treatment plant size (the "Expansion Project"); and

**WHEREAS**, WRD has delegated the Expansion Project to the City and has issued a grant to the City in the amount of \$700,000 to fund the Expansion Project; and

**WHEREAS**, on November 19, 2007, the City Council of the City of Huntington Park approved an amendment to the Agreement for ECO to serve as project manager for the Expansion Project; and

**WHEREAS**, the City now seeks the services of SWWCS to provide the construction management services for the City for the Expansion Project; and

**WHEREAS**, the Parties desire to amend this Agreement in order for SWWCS to provide the construction management services to the City for the Expansion Project upon such terms and conditions as set forth herein; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, ECO and SWWCS hereby agree as follows:

1. Assignment of Agreement. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Agreement and the Fifth Amendment. Assignee hereby accepts the assignment of the Agreement and the Fifth Amendment and agrees to assume and be bound by Assignor's obligations contained in the Agreement and the Fifth Amendment accruing on and after the Effective Date.

2. Construction Management Services. SWWCS will provide the following services to the City in connection with the Expansion Project which include, but are not limited to:

- a. Retention and oversight of subcontractor(s) for construction and to ensure contract compliance with WRD.
- b. Compliance with Sections 7.1, 7.2, 7.3, 7.4 and 8.3 of the Wellhead Treatment Agreement between the City and WRD dated as of January 18, 2008 which is attached hereto and incorporated herein by reference as Exhibit "A".
- c. Compliance with all applicable labor laws including, but not limited to, Labor Code Section 1720 *et seq.* and prevailing wage requirements by any and all subcontractors.
- d. Facilitate and coordinate compliance with all specified engineering and construction plans and documents, as approved by the City and WRD.
- e. SWWCS will make periodic visits to the Well from pre-construction through the construction phase of the Expansion Project to monitor progress and contract conformance.
- f. SWWCS shall prepare a punch list noting all items not completed or required rework to make the Well ready for operation.
- g. All requests for payment by the subcontractors, including change orders, will be reviewed and evaluated.
- h. SWWCS shall periodically prepare and submit such reports as reasonably requested by the City's Contract Officer.
- i. As more fully set forth in Section 4 below, SWWCS shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Fifth

Amendment and enable the City's Contract Officer to evaluate the performance of such services.

3. Fees and Reimbursement of Expenses. As compensation for SWWCS's services hereof, the City shall pay, or cause to be paid, to SWWCS any and all fees, costs and expenses incurred by SWWCS in connection with the Expansion Project; provided, however, that any and all fees, costs and expenses shall include a markup of ten percent (10%)(the "Construction Management Fees"). All Construction Management Fees shall be paid in accordance with a periodic progress payment schedule mutually agreed upon by and between the Parties, which is attached hereto and incorporated herein by reference as Exhibit "B". SWWCS shall submit all its invoices to the City at least two (2) weeks prior to each counsel meeting.

4. Records. SWWCS shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Fifth Amendment and enable the Contract Officer to evaluate the performance of such services. The City's Contract Officer shall have full and free access to such books and records at all reasonable times during normal business hours after the City provide reasonable notice to SWWCS, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of five (5) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

5. Subcontracting. The terms of this Fifth Amendment shall apply to any and all subcontractors. SWWCS hereby acknowledges the obligation to ensure that the terms of this Fifth Amendment apply to any and all subcontractors. SWWCS further acknowledges its obligation to indemnify the City for the actions of any and all subcontractors. SWWCS shall also verify that any and all subcontractors possess any and all required licenses, permits and approvals as may be required by law for the performance of the services required by this Fifth Amendment. Subcontractors shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Fifth Amendment, and shall indemnify, defend and hold harmless the City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City hereunder.

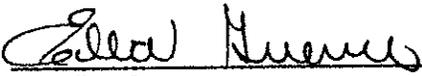
6. No Further Modification. Except as set forth in this Fifth Amendment, all of the terms and provisions of the Agreement shall remain unmodified and in full force and effect.

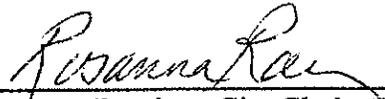
7. Counterparts. This Fifth Amendment may be executed in any number of counterparts (and by facsimile signature pages), all of which taken together shall constitute the original hereof. When counterparts have been executed by and delivered to all parties hereto, or their counsel, they shall have the same effect and if the signatures were all on the same copy hereof.

IN WITNESS WHEREOF, the City, ECO and SWWCS have caused this Fifth Amendment to be duly executed as of the date first above written.

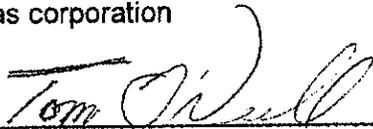
CITY OF HUNTINGTON PARK

ATTEST:

By:   
Elba Guerrero  
Mayor

  
Rosanna Ramirez, City Clerk

ECO RESOURCES, INC., a  
Texas corporation

By:   
Name: Tom O'Neill  
Title: Vice President, Western Region

SWWC SERVICES, INC., a Delaware  
corporation

By:   
Name: Tom O'Neill  
Title: Vice President, Western Region

**EXHIBIT A**

**WELLHEAD TREATMENT AGREEMENT  
DATED JANUARY 18, 2008**

**EXHIBIT A**

**WELLHEAD TREATMENT AGREEMENT  
DATED JANUARY 18, 2008**

# EXHIBIT A



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**WELLHEAD TREATMENT AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON PARK  
AND  
THE WATER REPLENISHMENT DISTRICT OF  
SOUTHERN CALIFORNIA**

***(Rev. May 18, 2007)***

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**WELLHEAD TREATMENT AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON PARK  
AND  
THE WATER REPLENISHMENT DISTRICT OF  
SOUTHERN CALIFORNIA**

---

This Agreement ("Agreement") is entered into as of January 18, 2008 by and between the Water Replenishment District of Southern California ("WRD") and the City of Huntington Park ("City"), which are referred to collectively herein as the "Parties" and individually as "Party."

**Recitals**

- A. WHEREAS, the Legislature of the State of California has vested in WRD the statutory responsibility to manage, regulate, replenish, and protect the quality of groundwater supplies within the WRD's boundaries.
- B. WHEREAS, the United States Environmental Protection Agency ("USEPA") and the State of California Department of Health Services ("DOHS") have adopted primary drinking water standards and recommended action levels, respectively, which include limits for certain volatile organic compounds ("VOCs"). Water containing VOC concentrations in excess of USEPA standards and/or DOHS recommended action levels has been determined by USEPA and DOHS not to be suitable for municipal domestic purposes.
- C. WHEREAS, recent surveys of groundwater quality within the WRD's boundaries used for municipal supply have shown an increasing concentration of VOCs.
- D. WHEREAS, the City owns and/or operates water distribution system for the purpose of delivering potable water to its customers within the WRD's boundaries.
- E. WHEREAS, the City owns and operates a groundwater production well identified as Well No. 17 (the "Project Well"), located at 5920 Miles Avenue, Huntington Park, California (the "Project Site"). Untreated groundwater from the Project Well contains VOCs in quantities exceeding USEPA and/or DOHS standards and action levels.
- F. WHEREAS, the City and WRD previously entered into a written agreement dated July 26, 1999 and amended November 20, 2000, pursuant to which WRD caused a water treatment system to be designed and constructed for the purpose of

removing VOCs from groundwater extracted from the Project Well and furnishing treated groundwater to the City (the "Prior Agreement").

- G. WHEREAS, The Project Well is not currently achieving anticipated production levels of treated groundwater, and the WRD, pursuant to its Clean Water Program, desires to provide funding for the design and construction by City of additional treatment equipment on Project Well to increase its productivity, and the City desires to undertake such improvements, all as more fully set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and WRD agree as follows:

### **Agreement**

#### **ARTICLE 1 – DEFINITIONS**

Allowable Costs shall have the meaning provided at Section 8.2 of this Agreement.

Applicable Laws means all federal, state and local statutes, laws, regulations, ordinances, approvals, permits and governing agreements applicable to the design, construction operation and maintenance of the Project.

City means the City of Huntington Park.

Day or days, whether capitalized or not, shall refer to calendar days. If any time period prescribed in this Agreement falls on a weekend or other holiday, the time period shall be extended to the next business day.

DOHS means the State of California Department of Health Services.

Governmental Agencies means federal, state and local public agencies and entities including, without limitation, the United States, the State of California, cities, counties, districts, boards, commissions and authorities having jurisdiction over the design, construction, operation or maintenance of the Project and Project Wells.

Groundwater Production Requirement refers to City's obligation to operate and maintain the completed Project so as to produce a minimum 1800 gallons per minute from the Project Well.

Prior Agreement refers to the written agreement dated July 26, 1999 and amendment November 20, 2000, between City and WRD for improvements to the Project Well.

Project refers collectively to the design and construction of a Granular Activated Carbon water treatment system, including all necessary piping, pumps and related improvements, upon the Project Well as set forth in this Agreement.

Project Site refers to 5920 Miles Avenue, Huntington Park, California, where the Project Well is located.

Project Well refers to City Well No. 17 located at the Project Site.

USEPA means the United States Environmental Protection Agency.

VOCs means Volatile Organic Compounds.

WRD means the Water Replenishment District of Southern California.

WRD Budget means the dollar amount of WRD's budget for the performance of WRD's obligations under this Agreement.

## **ARTICLE 2 – WARRANTIES AND REPRESENTATIONS**

### **2.1 City's Warranties and Representations**

2.1.1 The City represents and warrants that it is the owner of the Project Well and Project Site and that it requires no permit, approval or other consent from any third party in order to enter into this Agreement.

2.1.2 The City represents and warrants that it is fully empowered to enter into this Agreement and is doing so in full accordance with its governing laws, regulations and ordinances.

### **2.2 WRD's Warranties and Representations**

2.2.1 WRD represents and warrants that it is fully empowered to enter into this Agreement and is doing so in full accordance with its enabling statutes and Administrative Code.

## **ARTICLE 3 – GENERAL PURPOSE**

It is the purpose of the Parties in entering into this Agreement that WRD shall fund the design and construction of the Project, that the City shall be responsible by itself or through others to carry out said design and construction, and that City shall thereafter operate and maintain the Project at City's sole cost and expense so as to produce treated groundwater in accordance with the terms of this Agreement.

## **ARTICLE 4 – ACCESS TO PROJECT SITE; GRANT OF LICENSE**

The City hereby grants to WRD, including its engineers, consultants, contractors, employees, agents and representatives, a license to enter upon and use the Project Site and Project Well for all purposes reasonably required for WRD to perform its obligations and to exercise its rights under this Agreement. Said license shall include the right to enter upon the Project Site upon no more than twenty-four (24) hours prior written notice to observe and inspect the Project including, without limitation, the right to inspect the Project's operation and maintenance, and to conduct tests of raw groundwater extracted from the Project Well and groundwater treated by the Project. The term of the license granted under this Article shall be for the same term as this Agreement.

## **ARTICLE 5 – PERMITS AND APPROVALS**

### **5.1 CEQA Compliance**

City shall be responsible for CEQA compliance. It is City's understanding that such compliance for the Project may be achieved by Negative Declaration or Categorical Exemption. City may, at its sole discretion, terminate this Agreement for its convenience if CEQA compliance for the Project is more costly, time consuming or otherwise burdensome than anticipated by City. Such termination shall become effective ten (10) days after the date of written notice of such termination by City to WRD. Neither City nor WRD shall be entitled to compensation, damages or payments of any kind whatsoever in the event of such termination.

### **5.2 All Other Permits and Approvals**

City shall obtain all permits, licenses and approvals required by Applicable Laws from Governmental Agencies and any third parties for the design, construction, operation and maintenance of the Project. City shall be identified as the applicant, permittee, operator and owner in all such permits, licenses and approvals.

5.2.1 WRD acknowledges that the costs of permits including, but not limited to, the sewer discharge permit, have not yet been determined. The City shall advise WRD of the permit costs within five (5) days of ascertaining the total amount of said permit costs. If, after ascertaining the costs of permits, the City determines, in its sole discretion, that the costs are unacceptable to the City, the City may terminate this Agreement on ten (10) days written notice to WRD. If the City fails to terminate this Agreement within said ten (10) days City shall be deemed to have approved the costs of the permits.

## **ARTICLE 6 – PROJECT DESIGN**

### **6.1 Preparation of Project Design**

- 6.1.1 City shall, in accordance with Applicable Laws, cause a design for the Project to be prepared by a registered engineer (the "Project Design"). The Project Design shall include all earthwork, structures, piping, appurtenances, disinfection and electrical and mechanical controls necessary to convey groundwater from the Project Well to the City's distribution system.
- 6.1.2 The Project Design shall be for a granular activated carbon treatment system of sufficient size and capacity such that groundwater extracted from the Project Well and treated by the Project shall meet or exceed USEPA and DOHS water quality standards for VOCs and the Project Well will achieve the Groundwater Production Requirement.
- 6.1.3 The City at its cost shall provide to WRD all groundwater test data, plans, reports, maps, records and other information describing, depicting or relating to the Project Site and Project Well used in evaluating and preparing the Project Design.

### **6.2 Approval of Project Design**

- 6.2.1 City shall transmit the Project Design to WRD for WRD's review and approval before the City solicits bids for construction of the Project or, if bids are not to be solicited, before City enters into contract for the construction of the Project. WRD' approval of the Project Design shall not be unreasonably withheld. WRD's approval of the Project Design shall be given by written notice to the City. The approval process shall be as follows:
- .1 WRD shall be deemed to have approved any portion of the Project Design as to which WRD fails to transmit written objections to the City within fifteen (15) days of the date on which the Project Design was received by WRD.
  - .2 If WRD timely disapproves of any portion of the Project Design, WRD and the City shall meet and confer within five (5) working days or other mutually agreed upon period in a good faith effort to modify the Project Design so as to resolve the concerns raised by WRD. Any revisions to the Project Design shall thereafter be transmitted to WRD for its prior review and approval.
  - .3 In the event that WRD and the City are unable to modify the Project Design so as to resolve concerns raised by WRD in its timely written

disapproval, either party may terminate this Agreement by ten (10) days written notice to the other Party.

- 6.2.2 WRD's approval of the Project Design shall not constitute a warranty or representation that the Project will be capable of achieving USEPA or DOHS water quality standards for VOCs or capable of achieving the Groundwater Production Requirement or that it complies with Applicable Laws.

## **ARTICLE 7 – PROJECT CONSTRUCTION**

### **7.1 Contracting for Construction**

City shall be the contracting owner for all purposes relating to the solicitation of a contract for construction of the project and for constructing the Project. City will comply with all Applicable Laws governing its procurement of such contract. City shall provide WRD with access to all bids received for the Project and shall consult with WRD prior to awarding any contract for construction of the Project. City shall include the following provisions in any contract for the construction of the Project: (a) the contractor shall comply with Applicable Laws regarding the payment of prevailing wages and the keeping of certified payroll records; and (b) the contractor shall keep accurate records documenting all construction activities and all costs incurred in the construction of the work, and shall make the originals of such records available for inspection and copying by City upon reasonable written notice.

### **7.2 Insurance and Bonds**

City shall require its construction contractor to maintain all insurance and bonds required by Applicable Laws during construction of the Project. City shall, in addition, require its contractor to maintain comprehensive general liability insurance with limits of not less than \$1,000,000, issued by an admitted carrier acceptable to WRD and naming WRD, including its officers, directors, employees, agents and representatives as additional insureds.

### **7.3 Construction in Accordance with Project Design and Applicable Laws**

City shall cause the Project to be constructed and completed in accordance with the Project Design and Applicable Laws governing the construction of projects in California similar in size, complexity and purpose.

### **7.4 City to Keep WRD Reasonably Informed**

- 7.4.1 City shall keep WRD reasonably informed of the status of construction activities and shall provide WRD with access to City's construction books and records upon reasonable request.

- .1 City shall provide WRD with a copy of its contractor's construction schedule promptly after it is received. WRD shall promptly thereafter notify City in writing of any objections or other concerns it may have regarding the proposed construction schedule.
- .2 City shall promptly provide WRD with copies of all formal notices received from the Project contractor regarding the Project. City shall timely provide WRD with copies of all invoices submitted by City's contractor for payment for Project work.
- .3 City shall provide WRD with all change requests received from the Project contractor and shall meet and confer with WRD before approving any substantial changes to the construction contract for the Project.
- .4 City shall notify WRD at least 48 hours in advance of the delivery and/or installation of major Project components so that WRD may inspect or observe such activities.
- .5 City shall notify WRD at least 48 hours in advance before the commencement of testing and start-up operations so that WRD may inspect or observe such activities. City shall provide WRD with copies of all test and sample reports obtained during Project testing and start-up.
- .6 City shall notify WRD at least 48 hours in advance before conducting final inspection of the Project so that WRD may inspect or observe such activities.

## **7.5 Project Acceptance, Turnover and Ownership**

7.5.1 City shall give WRD written notice of City's proposed acceptance of the Project when all of the work of the Project, including testing and start-up, have been completed. Upon WRD's written concurrence that the Project has been completed, City will file its Notice of Completion and shall promptly thereafter provide WRD with copies of the following, as applicable:

- .1 A record copy of the Project Design showing the as-built condition of the Project.
- .2 All manufacturers' warranties, if any.
- .3 All operation and maintenance manuals, if any.

.4 All groundwater quality test results for tests conducted by City or its contractor or consultants, if any.

7.5.2 Within ten (10) days after the filing by City of a Notice of Completion as provided herein, or such later time as WRD may request, the Parties shall execute a Quitclaim Deed, Quitclaim Bill of Sale and Quitclaim Assignment in the form provided at Exhibit A to this Agreement.

## **ARTICLE 8 – WRD REIMBURSEMENT OF PROJECT PERMITTING, DESIGN AND CONSTRUCTION COSTS**

### **8.1 City Payment of Project Permitting, Design and Construction Costs**

City shall be responsible, in the first instance, for paying all costs incurred to perform its obligations under Articles 5, 6 and 7 of this Agreement.

### **8.2 WRD Reimbursement of Amounts Spent by City**

WRD will reimburse City for all costs incurred by City in the permitting, design and construction of the Project up to Seven Hundred Thousand Dollars (\$700,000) ("Allowable Costs"). WRD Shall have no obligation to reimburse City for any costs in excess of said amount. Allowable costs shall not include any portion of the salary or related costs of permanent, full-time City employees or internal administrative or overhead costs incurred by the City.

8.2.1 Reimbursement Requests. City may submit monthly requests for reimbursement to WRD. Reimbursement requests shall be accompanied by documentation describing the costs for which reimbursement is requested, proof of payment of such costs by City, and any additional supporting documentation WRD may reasonably request.

8.2.2 WRD's Right to Withhold Questioned Amounts. WRD may withhold reasonably questioned amounts from any reimbursement requested by City subject to the furnishing by City of any documentation reasonably required to by WRD to resolve the matter in question.

8.2.3 Reimbursements by WRD. WRD will reimburse unquestioned amounts requested by City within sixty (60) days of receiving City's request.

8.2.4 Final Accounting. Upon City's issuance of its Notice of Completion of the Project, City shall transmit to WRD a final accounting of costs incurred by City to perform its obligations described in Articles 5, 6 and 7 of this Agreement.

**8.3 Record Keeping By City; WRD's Right to Audit**

City shall keep and maintain good and sufficient records of Allowable Costs in accordance with generally accepted accounting practices. City will preserve such records for five (5) years after the completion of the Project. City will make such records available to City for inspection and copying upon reasonable request by WRD. WRD shall have the right to audit City's records of Allowable Costs and, if such audit discloses that WRD reimbursed City for any amounts other than Allowable Costs, City will promptly return such reimbursement to WRD.

**ARTICLE 9 – PROJECT OPERATION AND MAINTENANCE**

**9.1 City to Operate and Maintain Project and Achieve Groundwater Production Requirement; Prior Agreement Superseded**

For a term of ten (10) years commencing on the date of City's issuance of a Notice of Completion of construction of the Project, the City shall, at its sole cost and expense, operate, maintain and repair the Project to achieve the Groundwater Production Requirements in accordance with all Applicable Laws, the standard of care for the operation, maintenance and repair of similar facilities in California, and in accordance with Project operations and maintenance manuals. The Groundwater Production Requirement supersedes any comparable requirement set forth in the Prior Agreement.

9.1.1 The City shall be responsible for making all necessary and appropriate inquiries of manufacturers, other industry specialists and Governmental Agencies with jurisdiction over the Project to insure proper maintenance and operation of the Project.

9.1.2 The City shall, at all times, provide personnel sufficient in number and qualifications to properly operate and maintain the Project.

9.1.3 The City shall be responsible for performing all sampling and testing of water produced from the Project Well required by Applicable Laws. The City shall timely provide the District with copies of all such water sample and test reports and related information.

.1 Notwithstanding the expiration of the ten-year term set forth at Section 9.1, the City agrees that it will continue to share all water quality data and reports for the life of the Project.

9.1.4 The City shall provide WRD with copies of all official notices or reports received or transmitted by City regarding the Project or Project Well.

9.1.5 The City shall maintain good and sufficient records of its operation and maintenance activities, including records demonstrating achievement of the

Groundwater Production Requirement, in accordance with generally accepted accounting practices and the standard of care for operating similar facilities in California. The City shall make such documents available to WRD for inspection and copying upon reasonable request.

- 9.1.6 The City shall be responsible for ensuring that the Project is operated in compliance with all Applicable Laws, regulations, permits and approvals including, without limitation, those relating to water quality.

## **9.2 Insurance**

The City shall at all times commencing after issuance of the Notice of Completion of construction of the Project, and for the remaining term of this Agreement, maintain all insurance required by Applicable Laws for the performance of its obligations under this Agreement.

## **ARTICLE 10 – INDEMNITY**

### **10.1 City's Indemnity Obligations**

The City shall defend, indemnify and hold harmless the WRD, including WRD's elected officials, officers, directors, employees, agents and representatives, from and against any and all claims, demands, liabilities, causes of action, damages, injuries (including, without limitation, injuries to real and personal property and personal injuries, including death) and expenses of any kind, including attorneys' fees, arising from or relating to the design, construction, operation, and maintenance of the Project, City's negligence, City's willful misconduct, City's breach of its obligations under this Agreement and City's failure to comply with Applicable Laws provided.

## **ARTICLE 11 – DEFAULT AND TERMINATION**

### **11.1 WRD's Right to Terminate for Convenience**

- 11.1.1 WRD shall have the right, at its sole discretion, to terminate this Agreement for its convenience upon twenty (20) days written notice to City at any time prior to commencement of physical construction of the Project or after issuance of the Notice of Completion of the Project. In the event of a termination under this Section, neither Party shall be entitled to payment, compensation or damages in any amount whatsoever from the other Party.
- 11.1.2 WRD shall have the right, at its sole discretion, to terminate this agreement for its convenience upon ten (10) days written notice to City at any time after physical construction of the Project has commenced and before issuance of the Notice of Completion of the Project. In the event of a termination under this Section, WRD shall reimburse City for Allowable Costs incurred by City

up to the date of said termination. Except for the foregoing reimbursement, neither Party shall be entitled to payment, compensation or damages in any amount whatsoever from the other party following a termination under this Section.

**11.2 WRD's Right to Terminate for Default**

11.2.1 WRD may provide written notice to City of its intent to terminate this Agreement for default in the event WRD reasonably believes City has materially breached its operations or maintenance or other obligations under this Agreement.

- .1 Any notice under this Section shall specifically describe the obligation alleged to have been breached and the facts and circumstance of such breach.
- .2 Any notice under this Section shall indicate that if City does not cure the default in question within twenty (20) days, the Agreement shall terminate.
- (a) In the event of a default that by its nature cannot be cured within twenty days, the City must provide WRD with notice of City's intent to cure, its schedule for doing so, and the City must actually commence such cure within said twenty-day period. If, in WRD's reasonable judgment, City fails to diligently prosecute such cure to completion, WRD may thereafter terminate this Agreement for default by ten (10) days written notice without providing City with any further opportunity to cure.
- .3 Unless City has cured or commenced to cure any default within twenty days of WRD's service of a notice of intent to terminate for default, this Agreement shall terminate on the twentieth day following such notice.

11.2.2 In the event this Agreement is terminated by WRD for City's default, City shall reimburse WRD in the amount of the straight line depreciated value of the Project as of the year following Project completion in which the termination occurs as follows:

Year 1:	<u>\$630,000</u>
Year 2:	<u>\$560,000</u>
Year 3:	<u>\$490,000</u>
Year 4:	<u>\$420,000</u>
Year 5:	<u>\$350,000</u>
Year 6:	<u>\$280,000</u>
Year 7:	<u>\$210,000</u>

Year 8:	<u>\$140,000</u>
Year 9:	<u>\$70,000</u>
Year 10:	<u>\$0</u>

11.2.3 Except as expressly provided in Section 11.2, neither Party shall be entitled to payment, compensation or damages in any amount whatsoever from the other party in the event of a termination by WRD for City's default.

**11.3 Termination or Suspension by City**

11.3.1 City shall have the right to terminate this Agreement for cause upon twenty (20) days written notice to WRD only upon the occurrence of any one of the following events:

- .1 Destruction of the Project due to earthquake, fire or other acts of god or third parties not due in whole or part to City's negligence or willful misconduct or breach of its obligations under this Agreement.
- .2 The discovery of contaminants or other constituents in groundwater extracted from the Project Well that cannot be removed by the Project and that prevent the groundwater from being put to its intended use under Applicable Laws without a significant capital improvement to the Project.

11.3.2 City shall have the right to suspend performance of its obligations under this Agreement upon twenty (20) days written notice to WRD, or such shorter time as may be required by an emergency or other exigent circumstances, upon the occurrence of any one of the following circumstances:

- .1 The discovery of a latent design or construction defect in the Project that renders the Project incapable of performing its intended function.
- .2 A breakdown or other malfunction in the Project that is not due to City's negligence or willful misconduct or breach of its obligations under this Agreement and that will require more than ten (10) days to repair.
- .3 City's reasonable belief that continued delivery of groundwater from the Project to the City's water distribution system, without further investigation and inquiry, presents a risk to public health.

11.3.3 Upon receipt by WRD of any notice of suspension by City, WRD and City shall meet and confer to verify the cause of the suspension and to determine whether it can be removed with reasonable expense and effort. Upon removal of the cause for any suspension under this Section, City shall be required to achieve the pro rata Groundwater Production Requirement for the

portion of any year during which the suspension was not in effect. If the cause of the suspension cannot be removed with reasonable expense and effort, then the City may terminate this Agreement by giving notice thereof in accordance with Section 11.3.1 of this Agreement.

11.3.4 The Parties understand and agree that their purpose in entering into this Agreement will be frustrated if this Agreement is terminated by City. Accordingly, WRD shall have the right, but not the obligation, to remove all or a portion of the Project following City's termination of this Agreement.

.1 WRD must give written notice of its intention to remove all or a portion of the Project no later than sixty (60) days after WRD's receipt of City's notice of termination. The City shall thereafter grant WRD (including its agents, representatives and contractors) permission, subject to any reasonable restrictions the City may require, to enter upon the Project Site to remove all or a portion of the Project. Said removal will be at WRD's sole cost and expense and WRD must leave the Project Site in a neat, safe and orderly condition.

.2 The Parties agree that, upon WRD's exercise of its right to remove all or a portion of the Project under this Section, the City shall convey to WRD City's interest in the Project or portion of the Project removed by WRD by executing a Quitclaim Deed, Quitclaim Bill of Sale and Quitclaim Assignment in the form attached hereto as Exhibit A.

## **ARTICLE 12 – MISCELLANEOUS**

### **12.1 No Third Party Beneficiaries**

Except as expressly provided herein, there are no third party beneficiaries to this Agreement.

### **12.2 Assignment**

This Agreement may not be assigned without the non-assigning Party's prior express written consent.

### **12.3 Notices**

Any notice, instrument, payment or document required to be given or delivered under this Agreement shall be given to the following in a manner that provides for proof of delivery using the most expeditious means warranted by the circumstances:

If to WRD:

Water Replenishment District of Southern California  
4040 Paramount Boulevard  
Lakewood, CA 90712  
Phone: (562) 921-5521  
Fax: (562) 921-6101

If to City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**12.4 Amendments**

This Agreement may not be modified except by written amendment executed by WRD and the City.

**12.5 Integration**

This Agreement represents the entire understanding of WRD and the City as to the subject matter hereof and supersedes all prior agreements, communications and representations, whether written or oral. The Parties represent and warrant that they are not entering into this Agreement based upon any facts or representations that are not expressly set forth in this Agreement.

**12.6 Construction**

This Agreement shall be construed as the product of a joint effort by the Parties and any rule requiring that agreements or provisions thereof be construed against the drafter shall not apply. The Recitals are material terms of this Agreement.

**12.7 Governing Law**

This Agreement shall be governed by the laws of the State of California.

**12.8 Attorneys' Fees**

In the event of a dispute arising from or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees.

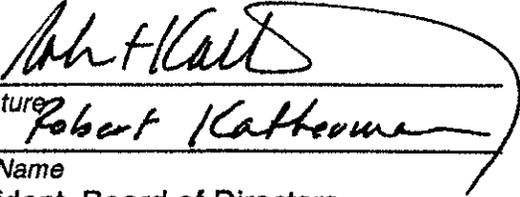
**12.9 Successors and Assigns**

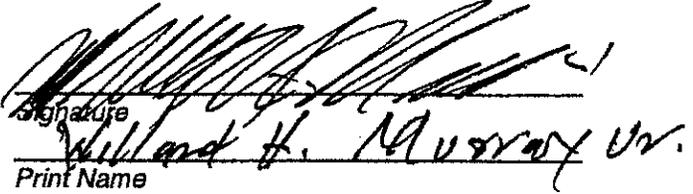
This Agreement shall inure to the benefit the Parties' respective successors and permitted assigns.

**12.10 Authority**

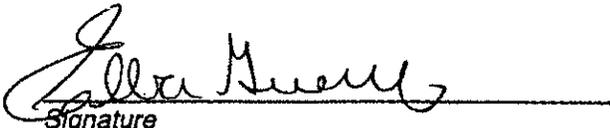
The persons executing this Agreement represent and warrant that they are authorized to do so by the Party for whom they are signing.

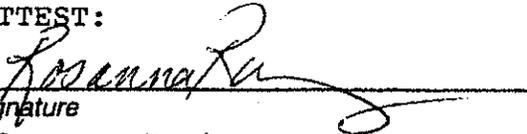
**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

  
\_\_\_\_\_  
Signature  
Robert Katheuma  
\_\_\_\_\_  
Print Name  
President, Board of Directors  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Signature  
Willard H. Murray Jr.  
\_\_\_\_\_  
Print Name  
Secretary, Board of Directors  
\_\_\_\_\_  
Title

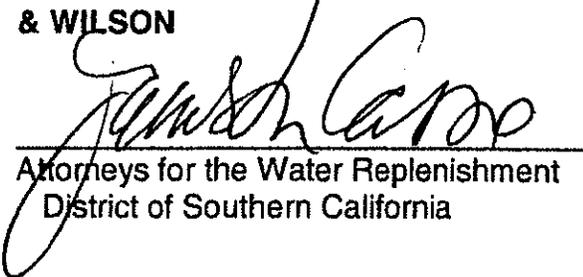
**CITY OF HUNTINGTON PARK**

  
\_\_\_\_\_  
Signature  
Elba Guerrero  
\_\_\_\_\_  
Print Name  
Mayor  
\_\_\_\_\_  
Title

ATTEST:  
  
\_\_\_\_\_  
Signature  
Rosanna Ramirez  
\_\_\_\_\_  
Print Name  
City Clerk  
\_\_\_\_\_  
Title

**Approved As To Form**

**MEYERS NAVE RIBACK SILVER & WILSON**

  
\_\_\_\_\_  
Attorneys for the Water Replenishment District of Southern California

**EXHIBIT A**

**QUITCLAIM DEED,  
QUITCLAIM BILL OF SALE AND  
QUITCLAIM ASSIGNMENT**

This Quitclaim Deed, Quitclaim Bill of Sale and Quitclaim Assignment (this "Quitclaim") is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA ("WRD") and The CITY OF HUNTINGTON PARK ("CITY"), with reference to the following facts:

A. The City is the owner of that certain real property commonly known as 5920 Miles Ave., Huntington Park, California (the "Real Property").

B. The City and WRD entered into that certain Agreement dated as of \_\_\_\_\_, (the "Agreement"), pursuant to which WRD expended Safe and Clean Water Grant Program funds to reimburse City for costs incurred for the design and construction of improvements on the Real Property, including a water treatment system on a groundwater well located at the Real Property ("Improvements").

C. In connection with said construction and procurement, WRD may have obtained certain intangible property, including but not limited to (i) all warranties, contract rights and guaranties pertaining to the Real Property including, but not limited to, all warranties from contractors, architects, engineers and material and labor suppliers (whether written or implied); (ii) all licenses, certifications, authorizations, approvals, rights, privileges, entitlements, permits, zoning, subdivision, development, building or use (e.g., certificates of occupancy), applications, filings, agreements or approvals issued or granted by any governmental or quasi-governmental authority and related to the operation, ownership, leasing, subdivision, development, use and/or maintenance of the Real Property and Improvements; (iii) any and all other contracts related to the Real Property and Improvements and/or the operation, maintenance and repair thereof; (iv) any other intangible property relating to the ownership, use, occupancy or operation of the Real Property and Improvements (collectively, the "Intangible Property").

D. WRD desires to confirm the City's ownership of, and responsibility for, the Real Property, the Improvements and the Intangible Property by quitclaiming to the City all of WRD's right, title and interest (if any) in and to the Real Property, the Improvements and the Intangible Property, excepting only City's Grant of a License by to WRD under Article 4 of the Agreement, and the City desires to accept said quitclaim.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WRD and The City agree as follows:

1. Quitclaim. WRD hereby: (a) remises, releases and forever quitclaims to the City all of WRD's right, title and interest in and to the Real Property; (b) WRD hereby quitclaims, sells, transfers and delivers to the City all of WRD's right, title and interest in and to the Improvements; and (c) quitclaims, transfers, assigns and delivers to the City all of WRD's right, title and interest in and to the Intangible Property

2. No Representations, Warranties or Covenants. This Quitclaim is given by WRD to the City without express or implied representation, warranty or covenant of any kind or nature whatsoever, whether pursuant to the California Civil Code, the California Uniform Commercial Code or otherwise. WITHOUT LIMITING THE FOREGOING, WRD EXPRESSLY DISCLAIMS AND NEGATES: (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (C) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR MATERIALS.

3. Acceptance. The City hereby accepts this Quitclaim on the terms and conditions stated herein.

4. Governing Law. This Quitclaim is made and entered into in the State of California and shall be interpreted, construed and enforced in accordance with the laws of the State of California without resort to choice of law principles.

IN WITNESS WHEREOF, this Quitclaim has been executed as of the date first above written.

WATER REPLENISHMENT DISTRICT  
OF SOUTHERN CALIFORNIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CITY OF HUNTINGTON PARK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## **EXHIBIT B**

### **PAYMENT SCHEDULE**

- 20% upon approved submittals - Net 30 days
- 60% upon delivery of equipment at jobsite - Net 30 days
- 10% upon loading of activated carbon material - Net 30 days
- 10% final retention upon satisfactory completion of all work & initial performance test - Net 30 days

**AMENDMENT NO. 6  
TO THE  
AGREEMENT FOR OPERATION AND MAINTENANCE OF POTABLE  
WATER FACILITIES AND SEWER COLLECTION SYSTEM BETWEEN  
CITY OF HUNTINGTON PARK AND ECO RESOURCES, INC.**

This AMENDMENT NO. 6 (the "Sixth Amendment") is made effective as of this 21<sup>st</sup> day of July, 2008 (the "Effective Date") by and among the City of Huntington Park (the "City") and SWWC Services, Inc., a Delaware corporation ("SWWCS") as assignee and successor-in-interest to ECO Resources, Inc., a Texas corporation and SOCI. Defined terms used herein shall have the same meaning as ascribed to them in the Agreement (as such term is defined below).

**RECITALS**

**WHEREAS**, the City and ECO, as successor-in-interest to SOCI, entered into that certain agreement for operation and maintenance of potable water facilities and sewer collection systems dated as of November 19, 1990 (the "Agreement") and five subsequent amendments to the Agreement (the Agreement and the five amendments shall be referred to collectively as the "Agreement"); and

**WHEREAS**, SWWCS is the successor-in-interest and assignee of ECO under the 5<sup>th</sup> Amendment to the Agreement; and

**WHEREAS**, in performing the services covered by the Agreement, SWWCS has incurred a 350% increase in mandatory overtime; and

**WHEREAS**, the level of employee certification required for regulatory compliance to perform services under the Agreement has increased; and

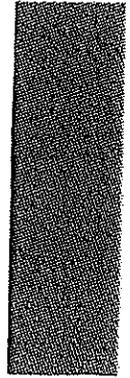
**WHEREAS**, regulatory compliance and testing levels have increased since the inception of the Agreement in 1990, including increased sampling and record keeping as required by the State of California; and

**WHEREAS**, operational costs have increased due to the addition of increased capacity at City well sites and the expansion of the number of well sites maintained; and

**WHEREAS**, SWWCS obligations in managing the annual water supply for the City have increased as the percentages of pumped vs. purchased water continues to change in order to meet the current and future City needs; and

**WHEREAS**, the CPI increases as provided for in the Agreement have not provided for adequate compensation for the additional services and factors indicated above.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and SWWCS hereby agree as follows:



1. Increase in Compensation. Based on the above recitals, the City hereby grants to SWWCS an increase in the amount of five percent (5%) to the current base contract price, which shall be effective on the July 2008 billing for services.

2. No Further Modification. Except as set forth in this Sixth Amendment, all of the terms and provisions of the Agreement shall remain unmodified and in full force and effect.

3. Counterparts. This Sixth Amendment may be executed in any number of counterparts, all of which taken together shall constitute the original hereof. When counterparts have been executed by and delivered to all parties hereto, or their counsel, they shall have the same effect and if the signatures were all on the same copy hereof.

IN WITNESS WHEREOF, the City and SWWCS have caused this Sixth Amendment to be duly executed as of the date first above written.

CITY OF HUNTINGTON PARK

By:   
Elba Guerrero,  
Mayor

SWWC SERVICES, INC., a Delaware  
Corporation

By:   
Name: Tom O'Neill  
Title: VP Western Region

ATTEST:

By:   
Rosanna Ramirez,  
City Clerk

**AMENDMENT NO. 7**

**TO THE AGREEMENT FOR OPERATION AND MAINTENANCE OF POTABLE WATER FACILITIES AND SEWER COLLECTION SYSTEM BETWEEN CITY OF HUNTINGTON PARK AND SWWC SERVICES, INC.**

This AMENDMENT NO. 7 (the "Seventh Amendment") is made effective as of this 17<sup>th</sup> day of August 2009 (the "Effective Date"), by and between the City of Huntington Park, a municipal corporation (hereinafter "City") and SWWC Services, Inc., a Delaware corporation (hereinafter "SWWCS") as assignee and successor-in-interest to ECO Resources, Inc., a Texas corporation and SOCI. Defined terms used herein shall have the same meaning as ascribed to them in the Agreement (as such term is defined below).

**RECITALS**

**WHEREAS**, the City and ECO, as successor-in-interest to SOCI, entered into that certain agreement for operation and maintenance of potable water facilities and sewer collection systems dated as of November 19, 1990 (consisting of the Contract, Attachment "A" and Exhibits "A" and "B") and six subsequent amendments (the Contract, Attachment "A," Exhibits "A" and "B," and the six amendments shall be referred to collectively as the "Agreement"); and

**WHEREAS**, City and SWWCS desire to modify the Agreement by revising Section 3.5 of the Contract (Scope of Services) in order to update that section and render the entirety of Exhibits "A" and "B" moot and inoperable; and

**WHEREAS**, SWWCS has also provided a revised version of Attachment "A" and desires to repeal and replace the November 1990 version of Attachment "A" in its entirety with the updated version of Attachment "A," attached hereto; and

**WHEREAS**, City and SWWCS now desire to amend the Agreement by replacing the entirety of the previous Section 3.5 of the Agreement with the new Section 3.5 (described herein), and repeal and delete the entirety of Exhibits "A" and "B" of the Agreement; and

**WHEREAS**, City and SWWCS now desire to amend Attachment "A" of the Agreement by repealing and replacing the November 1990 version of Attachment "A" in its entirety with the updated and revised Attachment "A" (attached hereto); and

**WHEREAS**, City and SWWCS now desire to amend the Agreement in order to extend the term of the Agreement.

**NOW, THEREFORE**, City and SWWCS hereby agree to amend the Agreement as follows:

60-1110-31

8/17/09



**SECTION 1. Term.** Section 2.1 of the Agreement is hereby amended and shall now read as follows:

2.1 Term. The contract shall commence on June 30, 2010 ("Commencement Date") and expire on June 30, 2015, unless renewed in accordance with Section 2.2.

**SECTION 2. Scope of Services.** Section 3.5 of the Agreement is hereby amended by amending that section to read as follows:

3.5 Scope of Services.

**A. MANAGEMENT OF THE PROGRAM**

The City of Huntington Park program will be managed directly by an on-site SWWCS manager. Overall management responsibility will be under the direction of:

SWWC Services, Inc.  
VP and Managing Director, O & M Division  
1302 Tanner Road  
Houston, TX 77041

The SWWCS assigned Manager will be responsible for direct day to day operations. The manager has the authority to respond to the CITY's directions and requests on matters relating to operation of the potable water and sewer collection system.

**1.0 GENERAL WATER FACILITY DESCRIPTION**

The general description of the water facility SWWCS proposes to operate and maintain for the CITY is:

- 1) Well water supply system containing six (6) production wells
- 2) MWD water receiving system
- 3) Water storage and pumping delivery systems
- 4) Water distribution system containing approximately:
  - 4684 residential metered connections
  - 890 commercial/industrial metered connections
  - 600 fire hydrants
- 5) Two (2) wellhead treatment systems:
  - Six (6) Air Stripping Towers- 6717 Cottage Avenue
  - Four (4) Vessels Granular Activated Carbon Treatment System-5920 Miles Avenue

**2.0 GENERAL SEWER COLLECTION FACILITY DESCRIPTION**

A service description of the system is presented in the Basic Services section of this contract.

SWWCS will operate and maintain the CITY's Sewer Collection System. A cursory inspection sets the estimated footage to be 317,000 lineal feet.

SWWCS is responsible to clean one half (1/2) of the system each calendar year (158,500 lineal feet), thereby allowing for a totally cleaned system once every two (2) years.

### **3.0 SYSTEMS STAFFING ATTENDANCE**

SWWCS assumes responsibility for control and the operational performance of the water and sewer collection systems twenty-four (24) hours per day, seven (7) days per week, holidays included. In order to accomplish this, SWWCS will staff the water system and sewer collection system with qualified, experienced, and certified by the California Department of Public Health (CDPH) personnel five (5) days per week, eight (8) hours per day.

Routine inspections will be conducted on weekends and holidays. One water service worker will be assigned as "stand-by" to respond to emergency calls twenty-four (24) hours per day, seven (7) days per week, holidays included.

### **4.0 PERSONNEL ASSIGNMENT**

SWWCS shall staff the FACILITY with a minimum of seven (7) full-time personnel filling the following personnel classifications:

- Facility Manager (1)
- Assistant Facility Manager (1)
- Chief Operator (1)
- Sewer Supervisor (1)
- Meter Reader (1)
- Water Service Workers (2)

The Facility Manager shall be certified by the CDPH at the minimum level:

- Water Distribution- Grade D4
- Water Treatment- Grade T2

The above services are included in the base price of the contract.

As indicated in the Qualifications and Experience section of this contract, SWWCS has the capabilities to provide a wealth of experienced personnel in all phases of water system and sewer collection system in Operation, Maintenance, Engineering and Management.

### **5.0 PERSONNEL CERTIFICATION**

The State of California Department of Public Health requires all persons responsible for water distribution system be certified at levels mandated by the State. This process requires a combination of defined technical and education as approved by the State followed by passing an exam administered by the CDPH. Levels range 1-5 depending on degree of responsibility. In general, this has increased the skill level requirement within

the current water industry. The current Water Supply Permit for the CITY requires to employ a minimum D4/T2 Facility Manager, D3/T2 Assistant Manager, and T2 by any personnel responsible for collecting water samples.

#### **6.0 WATER SYSTEM RECORDS**

The successful operations and maintenance of water system components is dependent upon reliable, frequent inspections and efficient, repeatable Preventative Maintenance. Accurate record systems are an absolute must to achieve these two goals.

SWWCS utilizes a Computer Maintenance Management System to maintain excellence in Operation and Maintenance.

#### **7.0 COMMUNICATIONS**

SWWCS shall provide personnel with communication devices (i.e. telephones, pager, dispatch radio, cell phone, computer, etc.) for day to day operation of the water FACILITY. Communication devices will also be utilized for after-hours operations and/or emergency response.

#### **8.0 SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA)**

SWWCS shall oversee the operation of the CITY's SCADA system through the use of a CITY owned computer system located at the main office.

General tasks are included but not limited to the following:

- Monitor well and booster settings
- Monitor system pressure
- Monitor reservoir levels
- Monitor pump run times
- Adjust pump control as required
- Monitor alarms
- Troubleshoot

#### **B. OPERATION FUNCTIONS**

*Duties performed by SWWCS in the water systems under base contract are as follows:*

##### **1.0 FACILITY INSPECTION**

SWWCS shall inspect each water well, pumping station, water storage units and other required units located within the water facilities daily and shall produce records of each inspections as part of the permanent records of the CITY. Additional inspections shall be made if required due to any change, variation, peculiarity, defect, or problem in the condition of a particular facility which makes such extra inspections reasonable necessary.

##### **2.0 PROCESS CHEMICALS**

SWWCS shall purchase and maintain an inventory of chlorine and others chemicals routinely used in the operations of the water FACILITY. Such chemicals shall be stored

at each water well located within the water FACILITY in quantities sufficient to assure continuous operation of the water FACILITY.

### **3.0 WELL PRODUCTION TESTS**

SWWCS shall arrange for production tests for all wells every two (2) years via services made available through Southern California Edison (SCE). SWWCS shall provide the CITY with copies of all reports resulting from these tests.

### **4.0 SUPPLY AND SYSTEM METERS**

SWWCS shall verify and have certified, on an annual basis, all water production meters. Certification shall be for accuracy.

### **5.0 MAINTENANCE**

For the purposes of this Contract the following definition shall apply:

“Preventative Maintenance”: Periodic scheduled maintenance in accordance with industry standards. Preventative maintenance, are included but not limited to:

- Lubrication
- Oil Change
- Valve Exercising
- Touch-up painting
- Line Flushing

SWWCS shall furnish personnel, tools and equipment required to properly lubricate all mechanical equipment; to replace control lamps or light bulbs; to adjust or replace pump shaft packing; or to perform other light maintenance required at specific intervals by the equipment manufacturers.

SWWCS shall schedule these services for each appropriate piece of equipment throughout the FACILITY. All data applicable solely to the CITY's equipment shall be considered the property of the CITY.

### **6.0 METER EXCHANGE PROGRAM**

SWWCS shall maintain a meter exchange program. SWWCS shall replace six hundred (600) meters on an annual basis to maintain the integrity of the customer metered program. This program is included in the base contract price. Meter replaced are sizes 2-inch and smaller.

### **7.0 REPAIR AND MAINTENANCE TO THE SYSTEMS**

SWWCS shall perform maintenance work of the water FACILITY distribution system, which shall include; new meter installations (exclusive of meter exchange program), which includes the reading of the new meter and reporting the reading to the Customer Service of the Revenue Collections office; repairs to water mains; repairs to wells; repairs to water service lines from the water main up to the meter; repairs to and replacement of individual hydrants, meters and other related equipment. SWWCS shall not be responsible for extensions or expansions of the distribution system by new construction

of water mains, water service lines between the mains and the meters, or water lines between the meter and house or other structures as part of the base contract scope.

SWWCS may subcontract any repairs or services required under this contract to a qualified subcontractor who has obtained all applicable state, federal or municipal licenses, permits and certificates, provided that any outside subcontractor so chosen by SWWCS must be approved by the CITY, which may disapprove of any outside subcontractor without cause.

SWWCS Equipment and Services Departments are considered a subcontractor under the terms of this contract. An *outside* subcontractor is considered to be a contractor or individual that is not a full-time employee of record of SWWCS.

SWWCS has provided in its base contract a maximum annual dollar amount to perform Repair Maintenance Service on all the Water and Sewer FACILITY systems. The maximum annual amount of repair maintenance that SWWCS is responsible for is:

**Annual Maximum Repair Maintenance Limit:                    \$130,284.00 (June 2009)**

This includes materials, supplies, equipment, and subcontractor costs. These costs do not include on-site regular, employee labor costs.

This annual repair maintenance limit is set up in the base contract price as an unexpected refundable item. Should the annual aggregate limit not be expended in any one contract year term, the unexpended balance shall be refunded to the CITY. The contract year term for this expenditure is July 1 through June 30.

The CITY shall be responsible for all costs exceeding the annual repair maintenance dollar limit.

SWWCS will provide the CITY with a monthly report and back up of the expenditures applied to this fund.

## **8.0 WATER CUSTOMER SERVICE**

SWWCS shall perform all usual customer services such as monthly meter readings, water service turn-offs and turn-ons, and turn-offs for non-payment for the potable water supply. SWWCS base contract prices assumes that the following is an approximate number of metered connections read on a scheduled basis.

- Residential Meters:                    4684
- Commercial/Industrial:                890
- Total meters in system:                5574

SWWCS will work closely with the CITY's Revenue Collections office of Finance Department and furnish all necessary data to the department to provide for adequate customer billing.

## **9.0 TURN-ON AND TURN-OFF SERVICES**

Upon request by the CITY's Revenue Collections office, SWWCS shall perform turn-on and turn-off services directly related to the proper care and maintenance of the water FACILITY. This includes any turn-on/turn-offs services performed to facilitate any construction or repairs performed, when such construction or repairs are being made to the distribution lines or system. At the time of the turn-on/turn-off service, and if requested by the CITY, SWWCS shall install at the sole cost and expense of the CITY a water line cutoff valve.

#### **10.0 INSPECTIONS**

SWWCS shall be responsible for CITY field inspection of all additions and or modifications to the CITY water distribution system. This change in responsibility is a reflection of current state regulations governed by CDPH Certification requirements. SWWCS shall prepare and review on behalf of the CITY a variety of formal plans and documents required by governmental and regulatory departments as they pertain to the CITY's water system.

SWWCS shall review and respond to all City requests regarding new construction and/or redevelopment in conjunction with Planning, Building and Safety, and Engineering Departments to insure and protect the integrity of the water system.

#### **11.0 UNDERGROUND SERVICE ALERTS**

SWWCS shall be responsible for identifying and marking water and sewer lines on behalf of the CITY for all Dig Alert work orders.

#### **12.0 WATER QUALITY SAMPLING**

The CITY currently is under contract with the Water Replenishment District (WRD) to conduct the CITY's Title 22 Monitoring. The CITY is responsible to pay all lab fees associated with water quality sampling for the Water FACILITY. SWWCS will be responsible to coordinate, schedule and assist WRD with the field sampling process if required. All records will be maintained by SWWCS and copies will be available upon request of the CITY and California Department of Public Health.

SWWCS shall collect weekly Bacteriological samples as defined in the current Coliform Sampling Plan and monthly General Physical samples within the distribution system. SWWCS shall collect samples for the Disinfectant and Disinfection Byproducts Rule (DDBPR) and Stage 2 DDBPR concerning public health risks regarding Trihalomethanes (THM's) and Haloacetic Acids (HAA5).

SWWCS shall collect samples for the increased regulatory requirements mandated by the CDPH for the treatment systems located at the water well locations:

- Well #17- 5920 Miles Avenue Huntington Park- CTC Monitoring
- Well #15-6717 Cottage Ave Huntington Park- TCE Monitoring

SWWCS shall collect samples for Lead and Copper monitoring as mandated by the CDPH Supply Water Permit.

SWWCS currently serves as the representative on behalf of the CITY to input data and information into the Environmental Protection Agency (EPA) Central Data Exchange (CDX) database. The system was established by EPA to submit various sampling plans, review and update data, i.e. UCMR2, DDBPR2, etc.

### **13.0 REPORTS**

SWWCS will prepare and sign as certified operator all monthly operating reports as required by the State, Federal and local governments as it pertains to the CITY's water production and distribution system. SWWCS shall also perform oversight of the necessary laboratory sampling and analyses as required by and in accordance with the testing requirements of the CDPH in effect as of June 2009. SWWCS will submit reports to the following agencies:

- City of Huntington Park
- California Department of Public Health- Office Drinking Water Division
- County Environmental Department Health Services
- Environmental Protection Agency

SWWCS shall prepare the comprehensive CDPH Annual Report which consists of data concerning every aspect of the CITY's water system for the calendar year.

Some key elements are included but not limited to:

- Water Quality
- Water Storage Information
- Sampling Plans
- Service Connection
- Maximum/Minimum Water Demand Usage
- Water Issues and Complaints
- Improvements
- Reservoir Inspections

### **14.0 OPERATION AND MAINTENANCE REPORTS**

Two (2) copies of the Operation and Maintenance Reports shall be provided monthly and submitted to the CITY by the 15<sup>th</sup> day of the following month. The report shall cover the following minimum information:

- Data required by the CDPH
- Overview statement of operation and any significant events
- Delinquent shut-off report
- Monthly emergency call-out report
- Power usage report
- Meter replacement report
- Water production report
- Daily log of operations
- Corrective repair log
- Progress report

### **15.0 SEWER COLLECTION SYSTEM**

SWWCS will operate and maintain the CITY's Sewer Collection System. It is mutually agreed between the CITY and SWWCS that the Sewer Collection System is estimated to contain approximately 317,000 lineal feet.

SWWCS will clean one half (1/2) of the Sewer Collection system each contract year, (158,500 lineal feet) thereby allowing for a totally cleaned system every other year.

The base cost of this contract includes the cost of cleaning the 158,500 lineal feet annually.

Should the CITY require additional footage cleaned beyond the annual footage of 158,500, a charge of \$0.51 per linear foot shall be paid by the CITY.

SWWCS will also perform all duties and responsibilities as outlined in the CITY's Sewer System Management Plan (SSMP) adopted 10/15/07 and filed with the State Water Resources Control Board (SWRCB).

SWWCS shall utilize company equipment and personnel to perform the annual cleaning. SWWCS shall utilize a VAC-CON LN 8000 Type high pressure cleaning system for this cleaning procedure.

SWWCS shall respond to all sewer emergency calls, twenty-four (24) hours a day, seven (7) days per week, holidays included. Emergency response calls are included in the base contract price. SWWCS shall notify the CITY of any emergency call-out and provide the CITY with the following minimum data:

- Time of day reported to SWWCS
- Time of day SWWCS responds
- Nature of problem
- Solution to problem
- Name, address, phone number of complaining party

The CITY will receive a monthly sewer cleaning report which will include the following:

- Amount of contract cleaning performed
- Emergency call out report listing time reported, time of response, problem, name and address of complaint.
- General system conditions report

### **16.0 SEWER SYSTEM OVERFLOW (SSO)/ SEWER SYSTEM MANAGEMENT PLAN (SSMP)**

SWWCS's participation is outlined in the CITY's SSMP.

### **17.0 MAJOR EQUIPMENT**

Included in the base contract price, SWWCS shall furnish, operate and maintain the following equipment units:

- One (1) Manager Truck

- One (1) Water Utility Truck with Crane
- One (1) Sewer Cleaning Jetter Truck- VAC-CON LN800
- One (1) Dump Truck
- One (1) Backhoe
- One (1) Portable Air Compressor/ Jackhammer
- One (1) Customer Service Truck
- One (1) Meter Reading Truck
- Two (2) General Service Trucks
- Vehicle communication system

**SECTION 3. Compensation.** Based on the above recitals and amended scope of services, the City hereby agrees to the four percent (4%) increase to the current base contract price and shall be effective as of July 2009.

**SECTION 4. No Further Modification.** Except as set forth in this Seventh Amendment, all of the terms and provisions of the Agreement shall remain unchanged and in full force and effect.

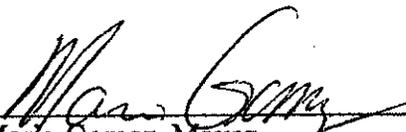
**SECTION 5. Effective Date.** The effective date of this Seventh Amendment is August 17, 2009.

**SECTION 6. Counterparts.** This Seventh Amendment may be executed in any number of counterparts, all of which shall constitute but one original.

IN WITNESS WHEREOF, the City and SWWCS have caused this Seventh Amendment to be duly executed as of the date first above written.

**City:**  
CITY OF HUNTINGTON PARK,  
A Municipal Corporation

**Contractor:**  
SWWC SERVICES, INC., a Delaware  
Corporation

By:   
Marlo Gomez, Mayor

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

**ATTEST:**

By:   
Rosanna Ramirez, City Clerk

# ATTACHMENT "A"

## A. CPI INDEX INCREASE OR DECREASE

This contract will be reviewed annually for compensation increase or decrease, based on the Los Angeles Region CPI Index as published by the Bureau of Labor Statistics. The annual average increase or decrease reported will be utilized to increase or decrease the compensation of the year following the reported year.

## B. UNIT CHLORINE COST INCREASE OR DECREASE

The unit cost for chlorine at contract commencement was established at \$681.40 per ton and \$0.3407 per pound (gallon). Unit chlorine costs shall be received semi-annually and adjusted if necessary. Any increase or decrease in unit cost shall be calculated and billed to the CITY or credited.

## C. CHANGE OF SCOPE

Should the scope of services be changed due to change of NPDES permit requirement or any other change initiated or mandated, SWWC and the CITY shall negotiate any increases required.

## D. ADDITIONAL FIELD WORK

Any additional field work requested by the CITY or required under the contract shall be performed at the following rate classifications:

### 1. Personnel

Manager	\$70/hour
Chief Operator	\$55/hour
Supervisor	\$55/hour
Maintenance Technician	\$32/hour

### 2. Equipment

Service Truck	\$27/hour
Utility Truck	\$35/hour
Sewer Cleaning Truck (Jetter)	\$0.51/foot
Dump Truck	\$35/hour
Backhoe	\$40/hour
Other	at comparable rental rate

### 3. Overhead and Profit

Overhead and profit rate shall be established at twenty percent (20%) for all additional work.

# ATTACHMENT "A"

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## **E. ADDITIONAL SERVICES**

At the request of the CITY and at the option of SWWC, SWWC shall provide additional services for the CITY. Compensation for such services shall be negotiated on a case-by-case basis.



1           **NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of  
2 **Huntington Park** as follows:

3           **SECTION 1.** The City of Huntington Park City Council endorses the call for a  
4 consumer boycott of El Super markets.

5           **SECTION 2.** The City of Huntington Park City Council supports the creation of good  
6 jobs in our communities that provide living wages, adequate paid sick leave, seniority  
7 protections, and enough guaranteed hours so full-time workers can earn enough to support  
8 their families.

9           **SECTION 3.** The City of Huntington Park City Council calls upon El Super to return  
10 to the bargaining table and enter into an agreement.

11           **SECTION 4.** The City of Huntington Park City Council calls upon El Super markets to  
12 maintain the highest standards with respect to the cleanliness and maintenance of their  
13 facilities in the interest of this community's public health.

14           **SECTION 5.** The City of Huntington Park City Council pledges to honor the boycott  
15 lines

16           **PASSED, APPROVED AND ADOPTED** by the City Council of the City of Huntington  
17 Park at its regular meeting on this 6th day of April, 2015.

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Karina Macias  
Mayor

ATTEST:

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Donna G. Schwartz, CMC  
City Clerk



# CITY OF HUNTINGTON PARK

Office of the City Clerk  
City Council Agenda Report

April 6, 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:

**APPOINTMENT OF CITY COUNCIL MEMBERS TO VARIOUS COMMITTEES AND/OR ORGANIZATIONS AND ADOPTION OF RESOLUTIONS APPOINTING REPRESENTATIVES AND ALTERNATE REPRESENTATIVES TO THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY'S GOVERNING BOARD (ICRMA) AND THE BOARD OF DIRECTORS OF THE INDEPENDENT CITIES FINANCE AUTHORITY (ICFA)**

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

1. Appoint City Council Members to the following organizations: 1) California Contract Cities Association; 2) Central Basin Water Association; 3) Eco-Rapid Transit (formerly Orange Line Development Authority); 4) Gateway Cities Council of Governments; 5) HUB Cities Consortium; 6) I-710 Project Committee; 7) Independent Cities Association; 8) Independent Cities Finance Authority (ICFA); 9) Independent Cities Risk Management Authority (ICRMA); 10) League of California Cities; 11) Los Angeles County Library District; 12) Los Angeles County Sanitation District No. 1; 13) Southern California Association of Governments (SCAG); and
2. Adopt Resolution No. 2015-13 Appointing a Representatives and Alternate Representative to the Independent Cities Risk Management Authority's Governing Board (ICRMA); and
3. Adopt Resolution No. 2015-14, Appointing a Representative and Alternate Representative to the Board of Directors of the Independent Cities Finance Authority (ICFA).

**APPOINTMENT OF CITY COUNCIL MEMBERS TO VARIOUS COMMITTEES  
AND/OR ORGANIZATIONS AND ADOPTION OF RESOLUTIONS**

**April 6, 2015**

**Page 2 of 3**

**BACKGROUND**

City Council representation on the various organizations allows the City of Huntington Park to vote on various matters that impact the City. Also, City Council representatives serve as links between the entire City Council and organizations to exchange information and join efforts on a wide range of issues.

Per ICRMA policy, the City Council, by resolution, may appoint one representative, one alternate, and one substitute alternate (may be a Council or staff person) to the ICRMA Governing Board. On January 5, 2015, the City Council appointed the Assistant to the City Manager as the substitute alternate to ICRMA Governing Board.

Per ICFA policy, the City Council, by resolution, may appoint one City Council Member (or staff person) as its director and one City Council Member (or staff person) as its alternate director to the ICFA Board of Directors.

The City Council represents the City of Huntington Park on various organizations throughout the region. It is customary to update appointments to the various organizations following the City Council reorganization, which occurred on March 16, 2015. A list of said organizations is attached and includes the dates, times, location of meetings, and if stipends are applicable ("Attachment A").

**FISCAL IMPACT**

There is no direct fiscal impact associated with these appointments.

**CONCLUSION**

Upon appointment of City Council Members to various organizations and adoption of the proposed resolutions, staff will update the City of Huntington Park "Council Appointments to Various Organizations" list.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



DONNA G. SCHWARTZ, CMC  
City Clerk

**APPOINTMENT OF CITY COUNCIL MEMBERS TO VARIOUS COMMITTEES  
AND/OR ORGANIZATIONS AND ADOPTION OF RESOLUTINS**

**April 6, 2015**

**Page 3 of 3**

**ATTACHMENTS**

- A. List of Council Appointments to Various Organizations
- B. Resolution No. 2015-13, appointing the representative and alternate to the Independent Cities Risk Management Authority's Governing Board (ICRMA)
- C. Resolution No. 2015-14, appointing the representative and alternate to the Independent Cities Finance Authority (ICFA)



**I-710 Project Committee**- meets every 3<sup>rd</sup> Wednesday at 1:30 p.m.

**Member:**

**Alternate:**

16401 Paramount Boulevard, 2<sup>nd</sup> Floor

Paramount, CA 90723

(562) 663-6850

(562) 634-8216 – fax

Contacts: Genny ?? and Sandra Mora, Assistant

**Independent Cities Association**- meets quarterly 2<sup>nd</sup> Thursday of the month @ 7:00 p.m.

**Director:**

**Alternate:**

1601 No. Sepulveda Boulevard, #744

Manhattan Beach, CA 90266

(310) 995-9800 cell

(310) 545-1454 fax

Contact: Trish Pietrzak, Executive Director

**\*Independent Cities Finance Authority Governing Board – ICFA** – meetings on an as-needed-basis, 12:00 p.m., various locations **STIPEND - \$150.00**

**Delegate:**

**Alternate:**

P.O. Box 1750

Palmdale, CA 93590-1750

(877) 906-0941

(661) 943-5279 - fax

Contact: Debbie Smith, Secretary/Program Administrator

**Independent Cities Risk Management Authority Governing Board -ICRMA**

Meets 2<sup>nd</sup> Thursday of even-numbered months, @ 10:00 a.m., usually at the Rio Hondo Event Center, in Downey. Exceptions will be noted on the schedule, and changes to the schedule will be announced as they occur.

**Delegate:**

**Alternate:**

**Substitute Alternate: Danny Bueno, Asst. to City Mgr**

1100 W. Town & Country Rd., Suite 1550

Orange, CA 92868

(800) 541-4591

(714) 426-8537

Contact: Chris Retama and Stephanie Wells, Assistant

**League of California Cities**- meets 1<sup>st</sup> Thursday in Jan, Mar, May and Dec @ 6:00 p.m.

Meetings change location.

**Member:**

**Alternate:**

1400 “K” Street

Sacramento, CA 95814

(916) 658-8200

Contact: HP Regional Rep – Kristine Guerrero, Legislative Director, Regional Public Affairs Manager

(626) 716-0076

**Los Angeles County Library District** – meets every 4<sup>th</sup> Monday of the month at 6:00 p.m.

**“Friends of the Library”**

**Director:**                      **Alternate:**

Huntington Park Library  
6518 Miles Avenue  
Huntington Park, CA 90255  
(323) 583-1461  
Contact: Francisco Ibarra

**\*Los Angeles County Sanitation District No.1**- meets 2<sup>nd</sup> Wednesday of every month @ 1:30 p.m. ***STIPEND - \$125.00 plus mileage***

**Delegate:** Mayor                      **Alternate:**

1955 Workman Mill Road  
Whittier, CA 90601-4998  
(562) 699-7411  
Contact: Kimberly Compton

**Southern California Association of Governments (SCAG)** – meets at the General Assembly once a year, 1<sup>st</sup> Thursday in March.

**Delegate:**                      **Alternate:**

818 W. Seventh Street, 12<sup>th</sup> Floor  
Los Angeles, CA 90017  
(213) 236-1858  
Contact: Lilian Harris-Neil, Officer of the Board

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**RESOLUTION NO. 2015-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AMENDING RESOLUTION NO. 2014-67 APPOINTING A REPRESENTATIVE, AN ALTERNATE AND SUBSTITUTE ALTERNATE REPRESENTATIVE TO THE GOVERNING BOARD OF THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA)**

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

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

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

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

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

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

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

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





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**SECTION 4:** The appointments contained herein shall supersede all prior appointments of representatives to the Independent Cities Finance Authority contained in Resolution 2014-15 and prior.

**SECTION 5:** The City Clerk shall certify to the adoption of this Resolution and forward a copy of this Resolution to the Independent Cities Finance Authority.

**PASSED, APPROVED AND ADOPTED** this 6<sup>th</sup> day of April 2015.

\_\_\_\_\_  
Karina Macias  
Mayor

ATTEST:

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

# **CITY OF HUNTINGTON PARK**

**City Council Meeting Agenda  
Monday, April 6, 2015**

## **REGULAR AGENDA**

**Item 14.**

**COUNCIL**

**14. Discussion/Action on State Audit**