

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda Monday, June 1, 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 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. 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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Elizabeth Enriquez, 4th grade, Huntington Park Elementary School

INVOCATION

PRESENTATIONS AND ANNOUNCEMENTS

“Certificate of Recognition” presented to Ms. Elsa G. Rivas for Her 35 Years of Service to the Community as a Teacher for Nimitz Middle School

“Certificates of Recognition” presented to the Valedictorian and Salutatorian of the Following Schools in Huntington Park: Huntington Park High School, Alliance Huntington Park College Ready High School, Linda Marquez High School and Aspire Huntington Park Charter School.

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 54957.6 -
Conference with Labor Negotiators
Agency representative: John Ornelas
Employee Organization: General Employees Association
2. Pursuant to Government Code Section 54956.9(d)(4) -
Conference with Legal Counsel – Anticipated Litigation: [Two (2) potential matters]
3. Pursuant to Government Code Section 54947
Public Employee Employment
Name of Position: Interim City Manager

CLOSED SESSION (continued)

4. Pursuant to Government Code Section 54956.9(d)(1) -
Conference with Legal Counsel – Existing Litigation
City of Huntington Park v. Patient Benefit Association ("Earth Green Mile") (LA Superior Court case no. VC063977)

5. Pursuant to Government Code Section 54956.9(d)(1) -
Conference with Legal Counsel – Existing Litigation
Pacific Bell Telephone Company v. City of Huntington Park (LA Superior Court case no. BC579659)

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, May 18, 2015

2. Adopt Ordinance No. 939-NS, Establishing a Youth Commission and Adding Title 2, Chapter 11 to the Huntington Park Municipal Code

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive further reading, and introduce for second reading, Adoption of Ordinance No. 939-NS.

FINANCE

3. Approve Accounts Payable and Payroll Warrants dated June 1, 2015

CONSENT CALENDAR (continued)

CITY MANAGER

- 4. Approve First Amendment to Employment Agreement with Interim City Manager**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve First Amendment to Employment Agreement.

- 5. Approve Resolution and Agreement to Extend the Memorandum of Understanding with the Huntington Park General Employees Association**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Agreement of Understanding to Extend the Memorandum of Understanding with the Huntington Park General Employees Association; and
2. Adopt Resolution No. 2015-20, Extending the life of the Memorandum of Understanding with the Huntington Park General Employees Association.

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

- 6. Resolution to Reflect Current and Future Water Conservation Standards and Water Use Prohibitions Promulgated by the State Water Resources Control Board (Water Board)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-21, Implementing Water Conservation Measures to Comply with Recent Amendments to Regulations Governing Water Conservation.

- 7. Approve Agreement for Cost Sharing for the Installation and Operation of Monitoring Equipment and Monitoring Pursuant to the Harbor Toxic Pollutants TMDL Program**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Agreement Between Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and City of Huntington

Park for the estimated share cost of \$1,764.00 (1st year installation and operations) and \$962.00 (2nd year and subsequent years); and

REGULAR AGENDA ITEM 7 (continued)

2. Authorize Interim City Manager to execute the agreement.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita

Council Member Jhonny Pineda

Council Member Marilyn Sanabria

Vice Mayor Graciela Ortiz

Mayor Karina Macias

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Budget Workshop on Wednesday, June 3, 2015, at 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov on the 28th of May, 2015.



Donna G. Schwartz, CMC
City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Monday, May 18, 2015

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:00 p.m. on Monday, May 18, 2015, in the Council Chamber at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

ROLL CALL

PRESENT: Mayor Karina Macias; Vice Mayor Graciela Ortiz and Council Members, Jhonny Pineda and Marilyn Sanabria. ABSENT: Council Member Valentin Palos Amezcua. Other City Officials and employees: John Ornelas, Interim City Manager, Noel Tapia, Assistant City Attorney, Jorge Cisneros, Chief of Police, Josette Espinosa, Director of Parks and Recreation, Jan Mazyck, Interim Finance Director, Manuel Acosta, Economic Development Manager, Michael Ackerman, City Engineer, Christina Dixon, Staff Analyst and Donna Schwartz, City Clerk.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Amber Rodriguez, Age 7, Lucille Roybal-Allard Elementary.

INVOCATION

The invocation was led by Mayor Macias.

PRESENTATIONS AND ANNOUNCEMENTS

Council presented a "Certificate of Appreciation" to Amber Rodriguez for leading the Pledge of Allegiance.

Council presented "Certificates of Recognition" to Community Members for their Significant Contribution towards the Success of two Parks and Recreation Events: Family Fun Fest and Troops "N" Transition

Council presented "Certificates of Recognition" to Students who volunteered their time in the Library at Middleton Street School during Recess. Talia Leon representative from Congresswoman Lucille Roybal-Allard's office also presented certificates to the students.

"Certificate of Recognition" presented to Ms. Elsa G. Rivas for Her 35 Years of Service to the Community as a Teacher for Nimitz Middle School - ***not in attendance***

PUBLIC COMMENT

1. Mike Ayer, resident, voiced concern with skateboarders and bikes riding on the sidewalks and would like the Police Department to enforce the City's Ordinance.
2. Sandra Orozco, Maywood resident, recognized the following: Memorial Day, staff for assisting her, Porto Ricans and those who served and noted she will be visiting Porto Rico.
3. Francisco Rivera, resident, spoke in regards to a clean environment for the community and the youth, thanked Parks and Recreation for they all they do for the community, thanked Public Works for pressure washing Pacific Boulevard and noting how clean the boulevard now looks.
4. 90255 Association, explained the reason for the formation of the association, expressing the need to be involved with the political and financial activities of the City, requesting the cooperation of the City to achieve goals, noted issues in previous years relating to financial standing and commented on the Combi contract.
5. Leticia Polezzi, new Huntington Park Library Manager, introduced herself and announced the Library's summer programs.

PUBLIC COMMENT (continued)

6. Lulu Fonseca, resident, commented on the current issues regarding the Combi service, thanked Council for being on time and requested to speak to the Chief of Police regarding an event that occurred in her neighborhood and asked Council if the surrounding Police Departments assist one another.
7. Nick Ioannidis, resident, commented on his business having parking issues and problems he's facing in the city.

STAFF RESPONSE

Interim City Manager Ornelas responded to the comment regarding the Combi service, stating the contract has been approved with Metro Transit, schedules will remain the same and details are currently being worked on.

Mayor Macias requested information regarding transportation services be added to the City's website and flyers passed out. Interim City Manager stated that the City is working with the new provider on disseminating the information to the residents.

Chief of Police Cisneros responded to the skateboard and bikes on sidewalks comment, stating he will look into the issue and bring back a report and encouraged the community to continue to report things they see to the Police Department. He also responded to the surrounding Police Departments assisting one another, stating yes they do assist one another and information is disseminated to the surrounding cities and counties.

At 6:43 p.m. Assistant City Attorney Tapia recessed to closed session.

CLOSED SESSION

1. Pursuant to Government Code Section 54956.9(d)(2) -
Conference with Legal Counsel – Anticipated Litigation: [One (1) potential matter]
2. Pursuant to Government Code Section 54956.9(d)(4) -
Conference with Legal Counsel – Anticipated Litigation: [One (1) potential matter]
3. Pursuant to Government Code Section 54957(b)(1) –
Public Employee Employment and Appointment
Name of Position Under Consideration: Assistant City Manager

At 7:15 p.m. Mayor Macias reconvened the meeting with all Council Members present (Council Member Amezcua-ABSENT).

CLOSED SESSION ANNOUNCEMENT

Assistant City Attorney Tapia announced Closed Session items 1 through 3 were discussed, direction was given no action taken and noting item 3 will also be considered under Consent Calendar item 5.

CONSENT CALENDAR

Motion: Vice Mayor Ortiz motioned to approve consent calendar items with noted changes to the Minutes, seconded by Council Member Sanabria. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Pineda, Sanabria, Vice Mayor Ortiz and Mayor Macias.
NOES: Council Member(s): None
ABSENT: Council Member(s): Amezcua,

CONSENT CALENDAR (continued)

OFFICE OF THE CITY CLERK

1. Approved Minutes of the following City Council Meetings with noted changes:

1-1 Regular City Council Meeting held Monday, May 4, 2015

FINANCE

2. Approved Accounts Payable and Payroll Warrants dated May 18, 2015

PARKS AND RECREATION

3. Approved second amendment to agreement with Unified Nutrimeals for food provider services for the City-sponsored summer lunch and supper program and authorized the Interim City Manager to execute the agreement.

CITY COUNCIL

4. Waived further reading and adopted Resolution No. 2015-18, City of Huntington Park Declaring the Month of May 2015 as "CalFresh Awareness Month."

CITY MANAGER

5. Approved Employment Agreement for Assistant City Manager

Mayor questioned the Terry Matsumoto warrant under consent item 2. Interim Finance Director Mazyck stated the consultant has been working on the recommendations that were provided from the audit. Ms. Mazyck offered a periodic report.

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY ATTORNEY

6. **Establishment of Youth Commission and Resolution Governing Commission Policies, Appointments and Other Related Matters**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive further reading and introduce for first reading Ordinance 939-NS, Establishing a Youth Commission as one of the City's Commissions;
2. Waive further reading and adopt Resolution No. 2015-19, adopting revised rules, method of appointment, guidelines for the conduct of meetings and structure for all Commissions of the City and repealing all prior Resolutions or provisions in conflict with the provisions contained herein;
3. Vacate all current City Commission appointments within 30-days from the adoption of Resolution No. 2015-19, in order that the City Council may appoint or reappoint commissioners consistent with the new procedures; and
4. Direct staff to codify the Huntington Park Municipal Code to consolidate the provisions relating to City Commissions.

Assistant City Attorney Tapia presented the staff report and gave an overview of the previous request by Council to create a Youth Commission, review the rules applicable to the Planning Commission and adopt revised rules, method of appointment, guidelines for the conduct of meetings and structure for all commissions of the city.

REGULAR AGENDA ITEM 6 (continued)

Council Member Pineda asked Interim City Manager if this would be the time to create a Parking Task Force. Interim City Manager stated that the Council could appoint members as well as staff to form a Task Force.

Mayor Macias noted that those currently serving as Commissioners will be able to reapply and be considered.

Motion: Council Member Sanabria motioned to waive further reading and introduce for first reading Ordinance 939-NS, Establishing a Youth Commission as one of the City's Commissions, adopt Resolution No. 2015-19, adopting revised rules, method of appointment, guidelines for the conduct of meetings and structure for all Commissions of the City and repealing all prior Resolutions or provisions in conflict with the provisions contained herein, vacate all current City Commission appointments within 30-days from the adoption of Resolution No. 2015-19, in order that the City Council may appoint or reappoint commissioners consistent with the new procedures and directed staff to codify the Huntington Park Municipal Code to consolidate the provisions relating to City Commissions, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Pineda, Sanabria, Vice Mayor Ortiz and Mayor Macias.
NOES: Council Member(s): None
ABSENT: Council Member(s): Amezcuita,

POLICE

7. Approval of Appropriation of Additional Funds for the Completion of Automatic License Plate Reader Project (ALPR)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Chief of Police to appropriate and expend \$99,966.75 in awarded funds for the completion of the Automatic License Plate Reader Project (ALPR);
2. Authorize the Finance Department to issue necessary payments to facilitate the successful completion of this project; and
3. Authorize the Interim City Manager to sign the Statement of Terms, Conditions and Warranties of Sale with 3M Company.

Interim City Manager introduced the item and Chief of Police Cisneros presented the staff report noting that to use the surrounding systems it must be compatible in order to share information. Mr. Cisneros stated that the funds are being awarded from Homeland Security grants.

Council Member Sanabria voiced concern that this item was presented in a short time. Chief of Police Cisneros explained that there are other channels they have to go through to secure the funds and that an extension was requested from the County but will work harder next time to bring before Council sooner.

Council Member Pineda asked how many cameras will be purchased. Chief of Police Cisneros stated four cameras will be purchased that will view four lanes.

Mayor Macias agrees with Council Member Sanabria about items being presented to Council in a timely manner.

Council Member Pineda questioned where the funds will come from before receiving the grant. Interim City Manager Ornelas stated the funds will come from the general fund but will be reimbursed from the grant funds once received.

REGULAR AGENDA ITEM 7 (continued)

Interim Finance Director reconfirmed the statement made by Interim City Manager Ornelas.

Motion: Council Member Sanabria motioned to approve authorizing the Chief of Police to appropriate and expend \$99,966.75 in awarded funds for the completion of the Automatic License Plate Reader Project (ALPR), authorize the Finance Department to issue necessary payments to facilitate the successful completion of this project and authorize the Interim City Manager to sign the Statement of Terms, Conditions and Warranties of Sale with 3M Company, seconded by Council Member Pineda. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Pineda, Sanabria, Vice Mayor Ortiz and Mayor Macias.
NOES: Council Member(s): None
ABSENT: Council Member(s): Amezquita,

PUBLIC WORKS

8. Approve Installation of Pedestrian Improvements at 58th Street at Pacific Boulevard and 57th Street at Pacific Boulevard

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve pedestrian improvements to increase safety and mobility for school age pedestrians on Pacific Boulevard; and
2. Authorize Interim City Manager to proceed with implementation of improvements.

Interim City Manager Ornelas introduced the item and City Engineer Michael Ackerman presented a PowerPoint. Mr. Ackerman gave a brief background explaining that a petition was submitted to the City regarding these improvements and proceeded with the existing conditions and the proposed installation of pedestrian improvements on Pacific Boulevard at 58th Street and 57th Street.

Motion: Council Member Sanabria motioned to approve the pedestrian improvements to increase safety and mobility for school age pedestrians on Pacific Boulevard and authorize Interim City Manager to proceed with implementation of improvements, seconded by Council Member Pineda. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Pineda, Sanabria, Vice Mayor Ortiz and Mayor Macias.
NOES: Council Member(s): None
ABSENT: Council Member(s): Amezquita,

9. Approve Preparation and Execution of an Agreement between City of Huntington Park and the City of Bell to Participate in the Florence Avenue Overlay Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the preparation and execution of an agreement by the City Manager between City of Huntington Park and the City of Bell to appropriate a not-to-exceed amount of \$100,000 from the Proposition C Fund to participate in the Florence Avenue Overlay Project.

REGULAR AGENDA ITEM 9 (continued)

Interim City Manager Ornelas introduced the item and City Engineer Michael Ackerman noted Al Kaplay, Engineer for the City of Bell was in attendance and proceeded to present a PowerPoint reviewing the Florence Avenue Overlay Project. Mr. Ackerman gave an overview of the project scope, proposed street improvement plan, striping improvement plan and project funding. He concluded with speaking in support of staff's recommendations.

Council Member Sanabria questioned if the project involved railroad crossings. Mr. Ackerman stated that normally the City does not get Union Pacific Railroad involved in these types of projects but is aware of potholes at the railroad crossings and will be contacting them.

Mr. Kaplay, Engineer, City of Bell, announced that the City of Bell is very appreciative for the cooperation from the City of Huntington Park and that their funds are coming from Federal Funds, Service Transportation Planning (STPL) and believes this is a great partnership.

Vice Mayor Ortiz thanked both cities for the collaboration.

Interim City Manager Ornelas also thanked staff for partnering with the City of Bell and moving this project forward. Mr. Ornelas feels these types of collaborations should happen more often which would help the City with much needed improvements.

Mayor Macias agrees and is also pleased with the partnership.

Motion: Council Member Sanabria motioned to authorize the preparation and execution of an agreement by the City Manager between City of Huntington Park and the City of Bell to appropriate a not-to-exceed amount of \$100,000 from the Proposition C Fund to participate in the Florence Avenue Overlay Project, seconded by Council Member Pineda. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Pineda, Sanabria, Vice Mayor Ortiz and Mayor Macias.
NOES: Council Member(s): None
ABSENT: Council Member(s): Amezquita,

10. Water Conservation Update - Presentation ONLY

Mayor Macias directed staff to look into adopting a resolution regarding water conservation and to bring back to Council at the next meeting.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS – None

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita - ABSENT

Council Member Jhonny Pineda - thanked all those who attended the meeting, directed staff to look into forming a Parking Task force and would like to see a City Council Meeting at a park and encourage the community to attend.

Council Member Marilyn Sanabria - thanked all those who attended the meeting, noted her goal to bring more businesses to the City, directed staff to prepare for the Annual ICSC Business Conference and invited the public and those who are veterans to the Veterans Day event.

COUNCIL COMMUNICATIONS (continued)

Vice Mayor Graciela Ortiz – looking forward to the Commissions as well as the Youth Commission, glad the policy for commissions is under the Municipal Code, encourages those currently serving on the Commissions to reapply, encouraged the residents to participate in community events and thanked all those who attended the meeting.

Mayor Karina Macias – thanked all those who attended the meeting, happy with the approval of creating a Youth Commission, thanked her colleagues who attended the California Contract Cities Association Conference, thanked staff for all their support and acknowledged Angela Cornejo’s Birthday.

ADJOURNMENT

At 8:15.p.m. Mayor Macias adjourned the meeting to a Budget Workshop on Wednesday, May 27, 2015, at 5:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

DRAFT

1 member's term, a Youth Commission member's term shall also immediately expire upon
2 the member's reaching twenty-one years of age.

3 2-11.603 - Powers and duties.

4 The Youth Commission shall be for all purposes an advisory commission to the
5 city council for matters relating specifically to youth. This includes activities orientated
6 toward recreation and civic programs, and those activities that pertain to life issues, thus
7 addressing leisure needs and creating awareness and improving quality of life for our
8 youth. In addition the commission shall review and recommend policies and programs
9 which directly impact youth issues and the quality of life not only for the youth of the City
10 but for all residents of the City of Huntington Park.

11 2-11.604 - Meetings—Frequency—Place.

12 That the commission shall hold regular meetings, at least once per month, at the
13 city hall, and may hold such additional meetings at the place as it may deem necessary
14 or expedient. Each commissioner shall attend other commission meetings and City
15 Council meetings on rotation basis as a method of gaining valuable insight to the
16 functions of the government process.

17 2-11.605 - Meeting—Absence from.

- 18 A. If a member of the commission shall be absent from three consecutive
19 regular meetings of the commission, without cause, the secretary of the
20 commission shall immediately inform the City Council of such absences.
- 21 B. An absence due to illness or other unavoidable absence from a meeting
22 shall be reported to the secretary of the commission in advance of such
23 regular meeting, otherwise it shall be deemed an unexcused absence.

24 2-11.606 - Quorum—Officers.

25 A majority of the total members of the commission shall constitute a quorum for
26 the purposes of transacting business. The commission shall annually select one of its
27 members to act as chairperson and another to act as vice chairperson. The terms of
28 office of both the chairperson and vice chairperson shall be for a period of one year.

2-11.607 - Records.

1 The secretary of the commission shall keep a record of all the proceedings,
2 resolutions, findings, determinations and transactions of the commission, which record
3 shall be filed with the city clerk.

4 2-11.608 - Advisory capacity.

5 Nothing in this chapter shall be construed as restricting or curtailing any of the
6 powers of the city council, or as a delegation to the commission, of any of the authority
7 or discretionary powers vested and imposed by law in the City Council. The City Council
8 declares that the public interest, convenience, welfare and necessity require the
9 appointment of a Youth Commission, to act in a purely advisory capacity to the City
10 Council, for the purposes herein enumerated. The commission shall provide periodic
11 reports, but at least twice a year, to the City Council concerning the activities of the
12 Youth Commission and the recommendations approved by the commission.

13 **PASSED, APPROVED AND ADOPTED THIS 1st day of June 2015.**

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17 _____
18 Karina Macias
19 Mayor

20 ATTEST:

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22 Donna G. Schwartz, CMC
23 City Clerk
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**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6/1/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
3M	4/7/15	230-7010-421.74-10	ALPR CAMERAS	99,966.75	Y
				99,966.75	
4IMPRINT INC	10480349	111-6020-451.61-35	SHIRTS & PULLOVERS-STAFF	1,733.27	N
				1,733.27	
A WORLD FIT FOR KIDS	1674	239-6060-466.61-20	NOURISHING MATTERS	280.00	N
				280.00	
AAA ELECTRICAL SUPPLY INC	107911-00	535-8016-431.61-45	STREET LIGHT LAMPS	105.51	N
	107824-00	535-8016-431.61-45	STREET LIGHT LAMPS	145.32	N
	107878-00	535-8016-431.61-45	STREET LIGHT LAMPS	341.72	N
				592.55	
AARON CRUZ	4/13/15-5/18/15	111-6060-466.33-20	FOLKLORICO BEG	316.80	N
	4/13/15-5/18/15	111-6060-466.33-20	FOLKLORICO INT	105.60	N
	4/13/15-5/18/15	111-6060-466.33-20	FOLKLORICO ADV	26.40	N
	4/14/15-5/19/15	111-6060-466.33-20	FOLKLORICO BEG TUE	26.40	N
	4/14/15-5/19/15	111-6060-466.33-20	FOLKLORICO INT. TUE	79.20	N
	4/14/15-5/19/15	111-6060-466.33-20	FOLKLORICO ADV. TUE	26.40	N
				580.80	
ADVANCED INC	14950	111-6022-451.56-41	JANITORIAL SRVCS MAY-15	5,776.16	N
	14950	111-7020-421.56-41	JANITORIAL SRVCS MAY-15	3,675.44	N
	14950	111-8022-419.56-41	JANITORIAL SRVCS MAY-15	2,107.97	N
	14950	111-8020-431.56-41	JANITORIAL SRVCS MAY-15	341.69	N
	14953	111-6020-451.56-41	JANITORIAL SRVCS MAY-15	255.00	N
	14951	111-6020-451.56-41	JANITORIAL SRVCS MARCH-15	400.00	N
	14952	111-6020-451.56-41	JANITORIAL SRVCS APRIL-15	910.00	N
				13,466.26	
AL'S QUALITY PAVING & ENGINEERING	1010	221-8014-429.56-41	TRAFFIC SIGNAL REPAIRS	1,990.00	N
				1,990.00	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6/1/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
ALFRED D. MARTINEZ	6/17/15-6/19/15	111-7010-421.59-20	PER DIEM REIMBURSEMENT	150.00	N
				150.00	
ALMA MORENO	19215	681-0000-228.70-00	FINAL BILL REFUND-22492	8.64	N
				8.64	
ALVAKA NETWORKS	154578NP	111-7010-421.56-41	NETWORK MANAGEMENT-PD	930.00	N
	154574SA	111-7010-421.56-41	NETWORK MANAGEMENT-PD	1,980.00	N
	154468	111-7010-421.56-41	NETWORK MANAGEMENT-PD	1,220.00	N
	154492	111-7010-421.56-41	NETWORK MANAGEMENT-PD	5,289.00	N
				9,419.00	
ARROWHEAD MOUNTAIN SPRING WATER CO.	15E0001984541	741-8060-431.43-20	5 GALLONS DISTILLED WATER	17.29	N
	05E0030358998	239-5030-465.61-20	WATER GALLONS	169.90	N
				187.19	
AT&T	6557164	219-0250-431.53-10	ACCT# C60222541077	81.01	N
	6557161	111-9010-419.53-10	ACCT# C602225407777	3,181.72	N
	6557165	681-8030-461.53-10	ACCT# C602225411777	214.55	N
	6557162	111-7010-421.53-10	ACCT# C602225408777	1,760.68	N
				5,237.96	
AT&T MOBILITY	4/7/15-5/6/15	111-9010-419.53-10	ACCT# 832433777	1,378.39	N
				1,378.39	
AT&T PAYMENT CENTER	5/7/15-6/6/15	111-9010-419.53-10	ACCT# 337-841-4288-333-9	98.22	N
	5/7/15-6/6/15	111-9010-419.53-10	ACCT# 337-841-4287-333-0	32.29	N
	5/7/15-6/6/15	111-9010-419.53-10	ACCT# 337-841-4286-333-1	32.29	N
	5/7/15-6/6/15	111-9010-419.53-10	ACCT# 337-841-4285-333-2	32.29	N
	5/7/15-6/6/15	111-9010-419.53-10	ACCT# 337-841-4292-333-3	78.52	N
	5/7/15-6/6/15	111-9010-419.53-10	ACCT# 337-841-4284-333-3	32.29	N
	5/7/15-6/6/15	111-9010-419.53-10	ACCT# 337-841-4289-333-8	189.59	N
	5/7/15-6/6/15	111-7010-421.53-10	ACCT# 335-266-3215-820-5	64.29	N
	4/7/15-5/6/15	111-9010-419.53-10	ACCT #065 101 2843 781 3	303.21	N

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				862.99	
BENEFIT ADMINISTRATION CORPORATION	6026034-IN	111-0230-413.56-41	ADMIN FEES-APRIL 2015	50.00	N
				50.00	
BERNICE MORENO	52669/52909	111-0000-228.20-00	FACILITY RENTAL CANCELLAT	75.00	N
	52669/52909	111-0000-347.30-00	FACILITY RENTAL CANCELLAT	100.00	N
				175.00	
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 5/10/15	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	33,885.33	N
	PPE 5/10/15	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	21,643.10	N
	PPE 5/10/15	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	64,003.81	N
				119,532.24	
CALPERS	1749	802-0000-218.10-10	JUNE 15 HEALTH PREMIUM	140,533.12	N
	1749	746-0213-413.56-41	JUNE 15 ADMIN FEES	477.84	N
	1749	217-0230-413.28-00	JUNE 15 HEALTH PREMIUM	132,095.40	N
	1749	217-0230-413.56-41	JUNE 15 ADMIN FEES	477.84	N
				273,584.20	
CANON	14906323	111-3011-419.43-05	CANON PRINTER MAINTENANCE	332.02	N
	14906323	681-3022-415.43-05	CANON PRINTER MAINTENANCE	332.02	N
				664.04	
CARL WARREN & CO.	1670310	745-9031-413.33-70	GENERAL LIABILITY CLAIMS	1,750.00	N
				1,750.00	
CELESTE ISLAS	52606/52912	111-0000-347.50-00	REFUND-CPR CLASS	55.00	N
				55.00	
CELL BUSINESS EQUIPMENT	1682669	111-7010-421.44-10	COPIER LEASE	344.13	N
				344.13	
CENTRAL BASIN MWD	HP-APR15	681-8030-461.41-00	WATER SERVICES	133,978.95	N

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				133,978.95	
CENTRAL FORD	C83421	741-8060-431.43-20	WHEEL ALIGNMENT UNIT 917	59.95	N
	254330	741-8060-431.43-20	CREDIT	-123.70	N
	254327	741-8060-431.43-20	PARTS FOR UNIT 917	111.03	N
	254291	741-8060-431.43-20	PARTS FOR UNIT 917	956.54	N
	254438	741-8060-431.43-20	PARTS FOR UNIT 912	276.63	N
	254550	741-8060-431.43-20	PARTS FOR UNIT 918	705.45	N
	255401	741-8060-431.43-20	CREDIT	-609.09	N
	255443	741-8060-431.43-20	PARTS FOR UNIT #904	16.24	N
	255445	741-8060-431.43-20	PARTS FOR UNIT #908	62.42	N
	255464	741-8060-431.43-20	PARTS FOR UNIT #918	240.50	N
	255465	741-8060-431.43-20	PARTS FOR UNIT #900	761.90	N
	C82625	741-8060-431.43-20	REPAIRS FOR UNIT 917	191.33	N
	C82356	741-8060-431.43-20	REPAIRS FOR UNIT 906	553.46	N
				3,202.66	
CHRISTINA CARDENAS	51796/52840	111-0000-228.20-00	REFUND CLUB ROOM 1	150.00	N
				150.00	
CHRISTINA L. DIXON	697684	285-8050-432.64-00	LITTER PREVENTION MEETING	13.00	N
				13.00	
CITY OF HUNTINGTON PARK - STANDARD	PPE 5/24/15	802-0000-217.50-70	ADD LIFE INSURANCE	741.29	N
				741.29	
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 5/24/15	802-0000-217.60-50	LEGAL SHIELD	133.82	N
				133.82	
CITY OF VERNON	GEN-25507	221-8014-429.56-41	TRAFFIC SIGNAL MAINTENANC	2,858.72	N
				2,858.72	
CLIFFORD LOHNER	6/15/15-6/19/15	111-7010-421.59-10	PER DIEM REIMBURSEMENT	200.00	N
				200.00	

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CLINICAL LAB OF SAN BERNARDINO, INC	943149	681-8030-461.56-41	WATER SAMPLING FEES	656.00	N
				656.00	
COMPUTER SERVICE COMPANY	3845-00240	221-8014-429.56-41	SERVICE CALL OUT	1,038.90	N
	3845-00241	221-8014-429.56-41	SERVICE CALL OUT	1,078.26	N
	3845-00242	221-8014-429.56-41	SERVICE CALL OUT	1,291.37	N
	3845-00243	221-8014-429.56-41	SERVICE CALL OUT	244.00	N
	3845-00244	221-8014-429.56-41	SERVICE CALL OUT	499.45	N
	3845-00245	221-8014-429.56-41	SERVICE CALL OUT	546.00	N
	3845-00246	221-8014-429.56-41	SERVICE CALL OUT	427.00	N
	3845-00247	221-8014-429.56-41	SERVICE CALL OUT	273.26	N
				5,398.24	
COUNTY OF L.A. DEPT OF PUBLIC WORKS	15050707866	221-8014-429.56-41	TRAFFIC SIGNAL MAINTENANC	322.45	N
				322.45	
D&R OFFICE WORKS, INC.	0095887-IN	111-1010-411.43-05	OFFICE FURNITURE	1,404.18	N
				1,404.18	
DANIEL CALIMQUIN	21761	681-0000-228.70-00	FINAL BILL REFUND-25710	207.56	N
				207.56	
DARRYL INOUYE	5/12/15-5/13/15	111-7010-421.59-10	PER DIEM REIMBURSEMENT	30.00	N
				30.00	
DATAPROSE, INC.	DP1501081	681-3022-415.53-20	WATER BILLING POSTAGE	1,570.11	N
	DP1501081	681-3022-415.56-41	WATER BILLING	1,068.59	N
				2,638.70	
DAYS INN CHINO VALLEY	6/15/15-6/19/15	111-7010-421.59-10	LODGING-TRAINING	400.15	N
				400.15	
DEBORA HERNANDEZ	52727/52915	111-0000-228.20-00	REFUND USE OF NEWELL AVE	150.00	N

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				150.00	
DELTA DENTAL	BE001144947	802-0000-217.50-20	MAY 15 DENTAL BENEFITS	250.83	N
	BE001144947	802-0000-217.50-20	MAY 15 DENTAL BENEFITS	2,661.03	N
	BE001128675	802-0000-217.50-20	APRIL 15 DENTAL BENEFITS	193.18	N
	BE001128675	802-0000-217.50-20	APRIL 15 DENTAL BENEFITS	3,032.70	N
	BE001180331	802-0000-217.50-20	JUNE 15 DENTAL BENEFITS	250.83	N
	BE001180331	802-0000-217.50-20	JUNE 15 DENTAL BENEFITS	2,868.90	N
	BE001147686	802-0000-217.50-20	MAY 15 DELTA DENTAL-DPO	7,504.41	N
	BE001147686	802-0000-217.50-20	MAY15 DELTA DENTAL-DPO	916.13	N
	BE001183043	802-0000-217.50-20	JUNE 15 DELTA DENTAL-DPO	7,073.84	N
	BE001183043	802-0000-217.50-20	JUNE 15 DELTA DENTAL-DPO	916.13	N
				25,667.98	
DEPARTMENT OF JUSTICE	95929	111-7030-421.56-41	FINGERPRINT APPS	785.00	N
				785.00	
DIANE VAZQUEZ	3/4/15	111-7010-421.59-30	MILEAGE REIMBURSEMENT	17.38	N
				17.38	
DOUBLETREE SUITES BY HILTON	6/17/15-6/19/15	111-7010-421.59-20	LODGING- PD BUDGET ACADEM	623.85	N
				623.85	
DULCE MARIA CHAVEZ	4/18/15-5/23/15	111-6060-466.33-20	KINDER BALLET	638.40	N
	4/18/15-5/23/15	111-6060-466.33-20	PRE BALLET	608.00	N
	4/18/15-5/23/15	111-6060-466.33-20	BEG BALLET	729.60	N
	4/18/15-5/23/15	111-6060-466.33-20	INT. BALLET	273.60	N
				2,249.60	
DUNCAN PARKING TECHNOLOGIES	DPT022015	231-7060-421.61-20	LIBERTY METER AUTOTRAX	391.00	N
	DPT022343	231-7060-421.61-20	LIBERTY METER AUTOTRAX	391.00	N
				782.00	
EDGAR MARTINEZ	52928/52996	111-0000-347.50-00	REFUND CPR & FIRST AID	165.00	N

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				165.00	
EFRAIN RODRIGUEZ	4927	681-0000-228.70-00	FINAL BILL REFUND-1956	6.92	N
				6.92	
ENTENMANN-ROVIN CO.	0108294-IN	111-0110-411.61-20	CITY COUNCIL'S OFFICE	318.01	N
				318.01	
ENTERPRISE FM TRUST	FBN2780001	229-7010-421.74-10	MONTHLY LEASE CHARGES-PD	789.35	N
	FBN2780001	226-9010-419.74-20	MONTHLY LEASE CHARGES-PD	1,152.75	N
				1,942.10	
EWING IRRIGATION PRODUCTS, INC.	9653883	535-6090-452.61-20	IRRIGATION SUPPLIES	573.57	N
				573.57	
EXPRESS PIPE & SUPPLY CO., LLC	S5508393.001	111-8020-431.43-10	PLUMBING ITEMS REPAIRS	627.72	N
	S5508460.001	111-8020-431.43-10	PLUMBING ITEMS REPAIRS	88.88	N
				716.60	
F&A FEDERAL CREDIT UNION	PPE 5/24/15	802-0000-217.60-40	F&A CREDIT UNION	16,591.50	Y
				16,591.50	
FERGUSON ENTERPRISES INC	1926507	111-7020-421.43-10	FAUCET PD BASEMENT	222.84	N
	1921206-1	111-7020-421.43-10	PARTS FOR REPAIRS-PD	11.98	N
	1869448	111-8020-431.43-10	PLUMBING ITEMS/ REPAIRS	115.61	N
				350.43	
FLERIDA SANTIAGO	52851/52910	111-0000-347.20-00	REFUND LITTLE KICKERS	60.00	N
				60.00	
FRANCISCO CASTELLANOS	52853/52913	111-0000-347.50-00	REFUND CPR CLASS	55.00	N
				55.00	
GARDA CL WEST, INC.	20074935	681-3022-415.33-10	ARMORED TRANSPORT SERVICE	119.12	N

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Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				119.12	
GEO PLASTICS	68101	287-8057-432.61-20	HANDS FREE RECYCLE FUNNEL	565.06	N
				565.06	
GERARDO A. MARTINEZ	4/6/15	111-0110-411.56-41	INTERPRETING SERVICES	225.00	N
				225.00	
GLORIA VILLALTA	5247/62/52911	111-0000-347.50-00	REFUND CPR & FIRST AID	55.00	N
				55.00	
GRAFFITI PROTECTIVE COATINGS INC.	3326-0315	220-8070-431.56-41	GRAFFITI BUS STOP MAINTEN	6,151.86	N
	2205-0315	111-8095-431.56-75	GRAFFITI- PARKS MARCH 15	6,175.00	N
	1005-0315	111-8095-431.56-75	GRAFITTI REMOVAL MARCH 15	20,521.10	N
	1005-0315	239-8095-431.56-75	GRAFITTI REMOVAL MARCH 15	4,666.66	N
				37,514.62	
GRAINGER	9732561403	681-8030-461.61-20	BOOSTER 3 HEATERS	231.76	N
				231.76	
GREAT PACIFIC EQUIPMENT, INC.	27968	741-8060-431.43-20	AERIAL LIFTING DEVICE	1,465.00	N
				1,465.00	
GUNSITE ACADEMY INC	6/15/15-6/19/15	111-7010-421.59-10	REGISTRATION	1,290.00	N
	6/15/15-6/19/15	111-7010-421.59-10	REGISTRATION	1,290.00	N
				2,580.00	
GURU DIGITAL MEDIA	477676	222-4010-431.73-10	INSTALLATION MATRIX COLOR	13,023.08	N
				13,023.08	
GUSTAVO HERNANDEZ	5192015A	111-6010-451.56-41	VEHICLE REGISTRATION FEES	274.00	N
				274.00	
HEAFIELD'S GAGE AVE FLORIST	5605	111-0110-411.61-20	CITY COUNCIL FLOWERS	122.42	N

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				122.42	
HF&H CONSULTANTS, LLC	9713288	112-8026-431.32-70	PROFESS SRVCS APRIL 15	5,875.00	N
				5,875.00	
HILARIA JUAREZ GARCIA	52536/52916	111-0000-347.50-00	REFUND CPR CLASS	55.00	N
				55.00	
HOME DEPOT - PUBLIC WORKS	261417	285-8050-432.61-20	SOLID WASTE SUPPLIES	47.22	N
	2261143	111-8022-419.43-10	CITY HALL EXPENDITURES	11.73	N
	2261144	111-8022-419.43-10	CITY HALL EXPENDITURES	16.97	N
	7261337	111-6022-451.43-10	PARK SUPPLIES	21.73	N
	1261393	111-6022-451.43-10	PARK SUPPLIES	19.60	N
	261405	111-6022-451.43-10	PARK SUPPLIES	29.84	N
	7261202	111-8010-431.61-20	STREET SUPPLIES	93.61	N
	7261207	111-8010-431.61-20	STREET SUPPLIES	90.49	N
	1261154	111-8020-431.43-10	CITY YARD EXPENDITURES	31.58	N
	1261162	111-8020-431.43-10	CITY YARD EXPENDITURES	39.15	N
	2261381	111-8020-431.43-10	CITY YARD EXPENDITURES	46.22	N
	1261394	221-8014-429.61-20	TRAFFIC SIGNAL EXPENDITUR	19.58	N
	1261395	221-8014-429.61-20	TRAFFIC SIGNAL EXPENDITUR	16.97	N
	6250147	221-8014-429.61-20	TRAFFIC SIGNAL EXPENDITUR	34.81	N
				519.50	
HUNTINGTON PARK CAR WASH	2015-0004	741-8060-431.43-20	FLEET CAR WASH	469.00	N
				469.00	
HUNTINGTON PARK RUBBER STAMP CO.	0267051-IN	111-0210-413.61-20	NAMEBADGE-ADMIN	15.75	N
				15.75	
ITRON, INC.	373091	681-3022-415.56-41	METER READERS SOFTWARE	584.98	N
				584.98	
JAIME JOHNSON	3188488	111-0000-351.10-10	REFUND-PARKING TICKET	47.50	N

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				47.50	
JCL TRAFFIC	79041	221-8012-429.61-20	TRAFFIC CONTROL CONES	1,997.28	N
				1,997.28	
JIMENEZ'S BRAKES & ALIGNMENTS INC	13576	741-8060-431.43-20	VEHICLE REPAIRS	560.00	N
	13582	741-8060-431.43-20	VEHICLE REPAIRS	295.00	N
				855.00	
JOE COVARRUBIAS	52057/53001	111-0000-228.20-00	DEPOSIT REFUND	204.00	N
				204.00	
JOEL GORDILLO	MAY 2015	111-0210-413.56-41	FILM & BROADCAST-MEETINGS	1,650.00	N
				1,650.00	
JOSE R. NAVARRO JR.	HP-S0071	111-6030-451.61-35	UMPIRE SERVICES	256.00	N
				256.00	
JOSELYN ACCESSORIES	20625	681-0000-228.70-00	FINAL BILL REFUND-10318	198.98	N
				198.98	
KAREN K. TRUONG	5/19/15	111-7010-421.59-10	MILEAGE REIMBURSEMENT	47.74	N
				47.74	
KARLA RIOS FLORES	52826/52914	111-0000-347.50-00	REFUND OF CPR CLASS	55.00	N
				55.00	
LA COUNTY SHERIFF'S DEPT	154233ST	111-7022-421.56-41	INMATE MEAL SERVICE	870.10	N
				870.10	
LAN WAN ENTERPRISE, INC	52460	111-8020-431.61-20	PRINTERS FOR PW DEPT	901.39	N
	52274	111-9010-419.56-64	APC SMART-UPS TOWER	6,830.10	Y
	52275	111-9010-419.56-64	HP INTELLIGENT 100000 G2	2,831.85	Y
	52430	111-9010-419.56-64	SERVER RACK INSTALL & REM	1,920.00	Y

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	52431	111-9010-419.56-64	CONFIGURE UPS NETWORK	960.00	Y
	52604	111-0230-413.61-20	PRINTER REPLACEMENT	764.80	N
				14,208.14	
LEAGUE OF CALIFORNIA CITIES	55941	111-0230-413.54-00	DISPLAY AD-RECRUITMENT	1,150.00	N
	3018	111-0110-411.65-23	LEAGUE OF CA CITIES DIVIS	35.00	N
	3018	111-0110-411.65-22	LEAGUE OF CA CITIES DIVIS	35.00	N
				1,220.00	
LEGAL SHIELD	MAY 2015	802-0000-217.60-50	IDENTITY THEFT PROTECTION	318.80	N
				318.80	
LGP EQUIPMENT RENTALS INC	34882	111-8010-431.61-20	3 YARDS OF MIX CONCRETE	465.00	N
				465.00	
LOS ANGELES COUNTY CLERK'S OFFICE	5/12/15	239-5060-463.61-20	RECORDING FULL RECOVEYANC	16.00	N
				16.00	
LOS ANGELES COUNTY POLICE CHIEF ASN	6/25/15-6/26/15	111-7010-421.59-10	REGISTRATION	200.00	N
				200.00	
MANAGED HEALTH NETWORK	3200003332	802-0000-217.50-60	MANAGED HEALTH NETWORK	1,285.20	N
	3200003291	802-0000-217.50-60	MANAGED HEALTH NETWORK	1,170.96	N
				2,456.16	
MANNING & KASS, ELLROD, RAMIREZ,	408514	745-9031-413.32-70	LEGAL SERVICES	3,311.00	N
				3,311.00	
MANUEAL PAEZ	51510/53004	111-0000-347.70-00	DEPOSIT REFUND	75.00	N
				75.00	
MANUELA PAEZ	51510/53004	111-0000-228.20-00	DEPOSIT REFUND	500.00	N
				500.00	

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MARIA SANDOVAL	2093	681-0000-228.70-00	WATER REFUND-21726	1.00	N
				1.00	
MARX BROS FIRE EXTINGUISHER CO INC.	7818	741-8060-431.56-41	FIRE EXTINGUISHER SRVC	438.69	N
				438.69	
MASSIMO D EREDI	20179	681-0000-228.70-00	WATER REFUND-8508	81.37	N
				81.37	
MISC-ONE TIME VENDORS	3/18/15	111-0000-322.20-00	PLAN CK REFUND	123.35	N
				123.35	
NANCY MERAZ	5/19/15	111-7010-421.59-10	MILEAGE REIMBURSEMENT	47.74	N
				47.74	
NAPA PARTS WHOLESALE	103660	741-8060-431.43-20	PARTS FOR UNIT # 281	332.86	N
	103911	741-8060-431.43-20	OIL FILTER STOCK	137.12	N
	104660	741-8060-431.43-20	PARTS FOR POLICE UNITS	769.10	N
	104689	741-8060-431.43-20	VEHICLE PARTS	192.15	N
	106258	741-8060-431.43-20	VEHICLE PARTS	290.68	N
	108910	741-8060-431.43-20	VEHICLE PARTS	169.91	N
	109242	741-8060-431.43-20	LATEX GLOVES	28.32	N
	110279	741-8060-431.43-20	BRAKE CLEANER	21.78	N
	110721	741-8060-431.43-20	PARTS FOR UNIT# 794	122.08	N
	111059	741-8060-431.43-20	2-TON JACK FOR SHOP	293.21	N
	112884	741-8060-431.43-20	SUPPLIES	55.26	N
	112937	741-8060-431.43-20	AIR FILTERS	499.51	N
	112938	741-8060-431.43-20	CREDIT	-42.44	N
	118537	741-8060-431.43-20	PARTS FOR UNIT #140	31.05	N
	120971	741-8060-431.43-20	SUPPLIES	96.68	N
				2,997.27	
NATION WIDE RETIREMENT SOLUTIONS	PPE 5/24/15	802-0000-217.40-10	DEFERRED COMP	17,249.91	Y
				17,249.91	

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
NORMA URENA	HP-S0102	111-6020-451.61-35	ZUMBA CLASS SATURDAY	31.00	N
				31.00	
O'REILLY AUTO PARTS	2959-355153	741-8060-431.43-20	PARTS FOR LEAF BLOWERS	6.52	N
	2959-355756	741-8060-431.43-20	PARTS FOR UNIT # 901	463.86	N
	2959-358253	741-8060-431.43-20	PARTS FOR UNIT # 954	104.72	N
	2959-358313	741-8060-431.43-20	PARTS FOR UNIT # 954	49.43	N
	2959-358361	741-8060-431.43-20	PARTS FOR UNIT # 954	53.39	N
	2959-358281	741-8060-431.43-20	PARTS FOR UNIT # 954	55.61	N
	2959-358315	741-8060-431.43-20	CREDIT	-95.78	N
	2959-249258	741-8060-431.43-20	LATE FEE BALANCE	41.51	N
	2959-324217	741-8060-431.43-20	VEHICLE PARTS	107.91	N
	2959-324942	741-8060-431.43-20	VEHICLE PARTS	292.86	N
	2959-325078	741-8060-431.43-20	VEHICLE PARTS	26.76	N
	2959-333628	741-8060-431.43-20	VEHICLE PARTS	15.78	N
	2959-335636	741-8060-431.43-20	VEHICLE PARTS	38.14	N
	2959-336747	741-8060-431.43-20	VEHICLE PARTS	70.14	N
	2959-350627	741-8060-431.43-20	VEHICLE PARTS	24.75	N
	2959-350668	741-8060-431.43-20	CREDIT	-24.75	N
	2959-358400	741-8060-431.43-20	CREDIT	-10.00	N
	2959-358405	741-8060-431.43-20	CREDIT	-51.21	N
	2959-328696	741-8060-431.43-20	CREDIT	-18.00	N
	2959-328069	741-8060-431.43-20	CREDIT	-46.35	N
				1,105.29	
OK PRINTING DESIGN & DIGITAL PRINT	54	111-0110-411.61-20	BUSINESS CARDS	147.15	N
				147.15	
OLDTIMERS FOUNDATION	415-214	219-0250-431.56-43	COMBI SHUTTLE SERVICES	28,143.20	Y
	415-214	219-0000-340.30-00	PROGRAM INCOME-APRIL 2015	-4,960.93	Y
	415-214	741-8060-431.62-30	FLEET FUEL -APRIL 15	-2,362.89	Y
				20,819.38	
OLIVAREZ MADRUGA, LLP	12771	745-9031-413.32-70	LEGAL SRVCS	488.14	N
	12767	745-9031-413.32-70	LEGAL SRVCS	1,566.50	N

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Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				2,054.64	
OLIVIER & DOYLE BODY SHOP	10926	741-8060-431.43-20	REPAIR FOR UNIT # 903	527.92	N
	10933	741-8060-431.43-20	LT. DOOR HINGE UNIT # 908	176.80	N
				704.72	
PARKEV KRMOIAN	15031609	220-8070-431.56-41	INSTALL PARKLET CABLES	3,553.80	N
				3,553.80	
PERT-RITA LLC	18723	681-0000-228.70-00	FINAL BILL REFUND-10144	24.72	N
				24.72	
PMW ASSOCIATES	6/17/15-6/19/15	111-7010-421.59-20	REGISTRATION- PD BUDGET	393.00	N
				393.00	
PREMIERE TECHNOLOGY	E277	111-9010-419.56-64	INSTALLATION- 4 CAMERAS	1,107.77	N
				1,107.77	
PROCUREIT	PIT13339	111-7040-421.61-33	SECURITY SUITE	2,838.17	N
	PIT15244	111-7040-421.61-33	SONICWALL LICENSE	317.92	N
				3,156.09	
PRUDENTIAL OVERALL SUPPLY	50735033	111-6010-451.56-41	MAT CLEANING SERVICES	74.97	N
	50731109	111-7022-421.61-29	MAT CLEANING SERVICES	16.85	N
	50735032	111-6010-451.56-41	MAT CLEANING SERVICES	40.58	N
				132.40	
RAFAEL GOMEZ	51597/52997	111-0000-228.20-00	REFUND FOR USE OF GYM	200.00	N
				200.00	
RCS INVESTIGATIONS & CONSULTING,LLC	2826	111-7022-421.61-29	CONSULTING SERVICES	1,041.88	N
				1,041.88	
RICKS GATE WORKS INC	207453	111-7020-421.43-10	POLICE EXIT GAGE SUPPLIES	667.19	N

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				667.19	
RICOH USA, INC.	45602082	111-6010-451.56-41	COPIER LEASE MAY 2015	233.90	N
				233.90	
ROSA JIMENA OCHOA	4/14/15-5/19/15	111-6060-466.33-20	HIP HOP I	552.00	N
	4/17/15-5/22/15	111-6060-466.33-20	HIP HOP II	147.20	N
				699.20	
RUTAN & TUCKER, LLP	705757	111-0220-411.32-70	GENERAL LEGAL SERVICES	891.23	N
	708272	111-0220-411.32-70	GENERAL LEGAL SERVICES	580.00	N
	705758	681-8030-461.32-70	WATER ISSUES	460.00	N
	705759	681-8030-461.32-70	WRD	2,493.68	N
	705760	681-8030-461.32-70	STORMWATER	700.00	N
	705766	681-8030-461.32-70	ZOE AVE SINKHOLE	3,081.76	N
	708274	681-8030-461.32-70	WRD	580.00	N
	708273	681-8030-461.32-70	WATER ISSUES	200.00	N
	708275	681-8030-461.32-70	STORMWATER MATTERS	5,367.00	N
	708278	681-8030-461.32-70	ZOE AVE SINKHOLE	1,922.01	N
	715190	681-8030-461.32-70	WATER ISSUES	60.00	N
	715191	681-8030-461.32-70	WRD MATTERS	1,280.00	N
	715193	681-8030-461.32-70	ZOE AVE SINKHOLE	1,542.89	N
	705765	216-0230-413.32-70	COUNTY PROPERTY TAX	620.00	N
	708277	216-0230-413.32-70	COUNTY PROPERTY TAX	40.00	N
	705761	112-8026-431.32-70	RFP FOR TRASH FRANCHISE	157.50	N
	705763	112-8026-431.32-70	AUDIT FOR WM FRANCHISE	200.00	N
	705764	112-8026-431.32-70	AUDIT FOR CDS FRANCHISE	240.19	N
				20,416.26	
SAMALJON INC.	HP-5152015	111-6040-451.61-35	BATTING CAGES MAITENANCE	86.00	N
				86.00	
SC FUELS	2763379	741-8060-431.62-30	CITY FUEL	29,052.85	N
				29,052.85	

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
SFER ACTION NETWORK	52943/53018	111-0000-228.20-00	REFUND-PICNIC SHELTER USE	75.00	N
				75.00	
SHELL	93055663505	741-8060-431.62-30	FUEL	27.99	N
				27.99	
SIDNEY ABRAHAM	6/15/15-6/19/15	111-7010-421.59-10	PER DIEM REIMBURSEMENT	200.00	N
				200.00	
SOUTH COAST AIR QUALITY MGMT DISTR.	2834420	741-8060-431.43-20	HOP SPOTS-5920 MILES AVE	120.84	N
	2835543	741-8060-431.43-20	HOP SPOTS-6542 MILES AVE	120.84	N
	2835774	741-8060-431.43-20	HOP SPOTS-6550 MILES AVE	120.84	N
	2834233	741-8060-431.43-20	HOP SPOTS-3706 E FLORENCE	120.84	N
				483.36	
SPARKLETTS	4532412 043015	111-1010-411.61-25	WATER FOR OFFICE	12.90	N
	4533656 043015	111-0210-413.61-20	WATER FOR MEETING	24.58	N
	4533656 043015	111-0110-411.61-20	WATER FOR MEETING	24.57	N
				62.05	
STANDARD INSURANCE COMPANY	APRIL 2015	802-0000-217.50-70	PRE LIFE INSURANCE-AD&D	7,183.31	N
	MAY 2015	802-0000-217.50-70	PRE LIFE INSURANCE-AD&D	7,244.67	N
				14,427.98	
STAPLES CREDIT PLAN	5/19/15	111-6010-451.61-20	OFFICE SUPPLIES	8.38	N
	5/20/15	111-6010-451.61-20	OFFICE SUPPLIES	86.40	N
				94.78	
STATE CONTROLLER'S OFFICE	45271	111-7030-421.61-20	2014 OFFSET PROGRAM	43.32	N
				43.32	
SUNGARD PUBLIC SECTOR INC.	99982	111-0230-413.43-05	MAINT SERVICES-JUNE 2015	642.25	N
	99982	111-3010-415.43-05	MAINT SERVICES-JUNE 2015	1,369.16	N
	99982	111-3011-419.43-05	MAINT SERVICES-JUNE 2015	3,885.97	N

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	99982	111-6010-451.43-05	MAINT SERVICES-JUNE 2015	303.24	N
	99982	111-7010-421.43-05	MAINT SERVICES-JUNE 2015	117.50	N
	99982	111-9010-419.56-64	MAINT SERVICES-JUNE 2015	862.04	N
	99982	219-0250-431.61-20	MAINT SERVICES-JUNE 2015	7.40	N
	99982	221-8010-431.61-20	MAINT SERVICES-JUNE 2015	56.16	N
	99982	231-3024-415.61-20	MAINT SERVICES-JUNE 2015	11.25	N
	99982	239-6060-466.61-20	MAINT SERVICES-JUNE 2015	25.75	N
	99982	242-5060-463.61-20	MAINT SERVICES-JUNE 2015	14.09	N
	99982	285-8050-432.61-20	MAINT SERVICES-JUNE 2015	4.57	N
	99982	681-3022-415.43-05	MAINT SERVICES-JUNE 2015	3,105.88	N
	99982	681-8030-461.43-05	MAINT SERVICES-JUNE 2015	16.73	N
	99982	741-8060-431.61-20	MAINT SERVICES-JUNE 2015	15.82	N
				10,437.81	
SUSANNA PONCE	52132/52998	111-0000-228.20-00	REFUND-USE SENIOR PARK	250.00	N
				250.00	
TDC PACIFIC PROPERTIES INC	20981	681-0000-228.70-00	FINAL BILL REFUND-5280	194.07	N
				194.07	
TIFCO INDUSTRIES	71049550	741-8060-431.43-20	HARDWARE SUPPLIES	280.35	N
				280.35	
U.S. BANK	PPE 5/24/15	802-0000-217.30-20	PARS PART-TIME	1,651.65	Y
	PPE 5/24/15	802-0000-217.30-20	PARS EMPLOYEE CONTRIBUTIO	2,474.99	Y
	PPE 5/24/15	802-0000-218.10-05	PARS EMPLOYER CONTRIBUTIO	7,879.33	Y
	PPE 5/24/15	802-0000-218.10-05	PARS REP-EXCESS BENEFIT	3,275.00	Y
				15,280.97	
U.S. HEALTH WORKS	2702864-CA	111-0230-413.56-41	ASSIST RE LDR PHYSICAL	525.00	N
				525.00	
ULINE	67487013	111-8022-419.43-10	REPLACEMENT CHAIRS	528.25	N
				528.25	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6/1/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
UNDERGROUND SERVICE ALERT OF SO CAL	420150122	221-8014-429.56-41	DIG ALERT CHARGES	153.00	N
				153.00	
UNIFIED NUTRIMEALS	998	111-6055-451.57-42	USDA FOOD PROGRAM MAY 15	1,074.15	N
				1,074.15	
UTILITY COST MANAGEMENT LLC	20326	535-8016-431.62-10	SCE ELECTRICITY SERVICE	1,015.09	N
				1,015.09	
VICTOR GRANT	21471	681-0000-228.70-00	FINAL BILL REFUND-6854	155.10	N
				155.10	
VISION SERVICE PLAN-CA	JUNE 2015	802-0000-217.50-30	VISION SRVC PREM JUNE 15	3,929.98	N
	JUNE 2015	802-0000-217.50-30	VISION SRVC PREM JUNE 15	241.66	N
				4,171.64	
WALTERS WHOLESALE ELECTRIC COMPANY	2093041-01	535-8016-431.61-45	LAMP FIXTURES	346.98	N
	2089540-26	221-8014-429.61-20	TRAFFIC SIGNAL METER BOX	1,999.10	N
	2093879-00	221-8014-429.61-20	PED XING SIGN REPAIR	252.42	N
				2,598.50	
WAXIE SANITARY SUPPLY	75256438	111-7020-421.43-10	JANITORIAL SUPPLIES	332.76	N
				332.76	
WELLS FARGO BANK-FIT	PPE 5/24/15	802-0000-217.20-10	WELLS FARGO BANK FIT	49,143.29	Y
				49,143.29	
WELLS FARGO BANK-MEDICARE	PPE 5/24/15	802-0000-217.10-10	WELLS FARGO BANK MEDICARE	7,328.56	Y
				7,328.56	
WELLS FARGO BANK-SIT	PPE 5/24/15	802-0000-217.20-20	WELLS FARGO BANK SIT	17,312.04	Y
				17,312.04	
WEST GOVERNMENT SERVICES	831760268	111-7030-421.56-41	WEST INFORMATION SRVCS	437.67	N

**CITY OF HUNTINGTON PARK
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6/1/2015**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				437.67	
WESTERN EXTERMINATOR COMPANY	3178713	535-6090-452.56-60	EXTERMINATOR SERVICES	129.00	N
	3178713	111-6022-451.56-41	EXTERMINATOR SERVICES	85.00	N
	3178713	111-8022-419.56-41	EXTERMINATOR SERVICES	45.00	N
	3178713	111-8020-431.56-41	EXTERMINATOR SERVICES	62.00	N
				321.00	
XEROX CORPORATION	79502437	111-8020-431.43-05	XEROX COPIES SERVICES	126.70	N
	79502437	285-8050-432.43-05	XEROX COPIES SERVICES	126.70	N
	79502437	681-8030-461.43-05	XEROX COPIES SERVICES	126.61	N
				380.01	
YOLANDA HINOJOSA DE GOMEZ	5/18/15	111-6020-451.61-35	REIMBUR SENIOR PROGRAM	25.00	N
				25.00	
ZEE MEDICAL, INC.	140698710	111-7022-421.61-29	FIRST AID KIT ITEMS	657.94	N
				657.94	
				1,062,628.31	

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN JOHN A. ORNELAS AND THE CITY OF HUNTINGTON PARK

This FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND JOHN A. ORNELAS (“First Amendment”) is entered into on the ____ day of June, 2015, by and between the CITY OF HUNTINGTON PARK, a Municipal Corporation, hereinafter referred to as “City” and JOHN A. ORNELAS, hereinafter referred to as “Ornelas,” amending certain terms of employment as provided in the EMPLOYMENT AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND JOHN A. ORNELAS (“Agreement”) dated January 5, 2015. This Amendment becomes effective June ____, 2015.

I. RECITALS

- A. Effective January 5, 2015, City and Ornelas entered into an Employment Agreement whereby Ornelas was appointed to the position of Interim City Manager and to exercise the powers and duties set forth in Section 2-3.405 of the Huntington Park Municipal Code.
- B. Ornelas as a retiree of CalPERS may not work for more than 960 hours for any public agency during any fiscal year and since the 2014-15 fiscal year is reaching its end and fiscal year 2015-16 is about to commence, the Parties wish to extend the Term of the Agreement for a period not to exceed June 30, 2016.
- C. All terms and conditions of employment contained in the Agreement not specifically amended by this First Amendment shall remain in full force and effect.

NOW, THEREFORE, City and Ornelas agree as follows:

I. AMENDMENT TO AGREEMENT

- A. Section 1.7 (a) and (b) are hereby deleted.
- B. Section 1.7 (c) is hereby amended to read as follows:
 - c. ORNELAS's term of employment as Interim City Manager shall continue from July 1, 2015 and continue to June 30, 2016, unless earlier terminated pursuant to the terms of this Agreement (referred hereinafter as the "Term") and the City Council reserves the sole discretion under this Agreement to extend the Term for an additional period of time permissible under CalPERS regulations.

II. ALL OTHER TERMS OF AGREEMENT IN EFFECT

Except as provided herein, all other terms and conditions of the Agreement shall be unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the City of Huntington Park (CITY) has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and John A. Ornelas (ORNELAS) has signed and executed this FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN JOHN A. ORNELAS AND THE CITY OF HUNGTION PARK, the day and year first written above.

JOHN A. ORNELAS

CITY OF HUNTINGTON PARK

John A. Ornelas

Karina Macias, Mayor

ATTEST

APPROVED AS TO FORM

Donna Schwartz, City Clerk

Arnold M. Alvarez-Glasman, City Attorney



2015

EMPLOYMENT AGREEMENT

(Engagement: Interim City Manager)

(Parties: City of Huntington Park and John A. Ornelas)

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

RECITALS

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

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

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

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

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

OPERATIVE PROVISIONS

1. Position, Duties and Term.

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

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

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

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

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

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

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

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

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

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

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

1.7 Term.

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

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

2. Compensation.

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

2.1 Base Salary.

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

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

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

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

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

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

2.4 **Mutual Commitments**

2.4.1 Strategic Workshops

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

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

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

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

3. **Vacation and Other Leave.**

[Section omitted.]

4. **Business Related Equipment**

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

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

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

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

5. **Termination.**

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

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

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

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

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

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

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

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

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

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

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

6. Proprietary Information.

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

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

7. CalPERS Hours Limitations.

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

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

8. Contributions, Payments, or Withholding.

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

9. Conflict of Interest.

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

10. General Provisions.

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

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

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

10.2 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF HUNTINGTON PARK

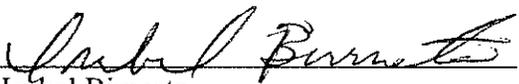
INTERIM CITY MANAGER

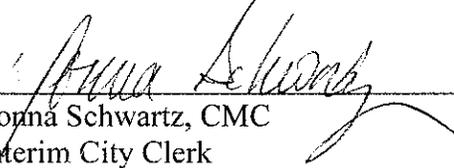
By: 
Rosa E. Perez
Mayor

By: 
John A. Ornelas

APPROVED AS TO FORM:

ATTEST:

By: 
Isabel Birrueta
City Attorney

By: 
Dorna Schwartz, CMC
Interim City Clerk



CITY OF HUNTINGTON PARK

Administration
City Council Agenda Report

June 1, 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 RESOLUTION AND AGREEMENT TO EXTEND THE MEMORANDUM OF UNDERSTANDING WITH THE HUNTINGTON PARK GENERAL EMPLOYEES ASSOCIATION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Agreement of Understanding to Extend the Memorandum of Understanding with the Huntington Park General Employees Association; and
2. Adopt Resolution No. 2015-20, Extending the life of the Memorandum of Understanding with the Huntington Park General Employees Association.

BACKGROUND

The City entered into a Memorandum of Understanding effective October 1, 2012 through June 30, 2014 with the General Employees Association. Subsequent to this extension the City and the General Employees Association entered into an Agreement of Understanding on June 16, 2014 specifying the timing for the city and the General Employees Association to negotiate a successor agreement to the MOU. It also stipulated that the MOU would remain effective until a successor document was agreed upon.

In accordance with the Agreement of Understanding the Interim City Manager and the General Employees Association have agreed to forward a recommendation to the City Council for an additional extension to the Memorandum of Understanding and Agreement of Understanding until December 31, 2015.

FISCAL IMPACT/FINANCING

None

APPROVE RESOLUTION AND AGREEMENT TO EXTEND THE MEMORANDUM OF UNDERSTANDING WITH THE HUNTINGTON PARK GENERAL EMPLOYEES ASSOCIATION

June 1, 2015

Page 2 of 2

LEGAL AND PROGRAM REQUIREMENTS

Per the terms of the MOU and Agreement of Understanding the City Council may renew the Agreements and extend them thereof. The City Attorney have reviewed the Agreement of Understanding and prepared a Resolution to consummate the approval and adoption of the respective agreements.

CONCLUSION

Once approved a fully executed Resolution and Agreement of Understanding will be forwarded to the General Employees Association.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager

ATTACHMENTS

A: Resolution No. 2015-20, Extending the life of the Memorandum of Understanding with the Huntington Park General Employees Association

B: Agreement of Understanding

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SECTION 3: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 1st day of June, 2015.

Karina Macias
Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

THE CITY OF HUNTINGTON PARK AND THE HUNTINGTON PARK GENERAL EMPLOYEES' ASSOCIATION, AFSCME LOCAL 1769

AGREEMENT OF UNDERSTANDING

This Agreement of Understanding is entered into by the City of Huntington Park ("the Employer") and the Huntington Park General employees" Association, AFSCME Local 1769 ("the Union") (collectively "the Parties").

Whereas the Parties have a Memorandum of Understanding ("MOU") from October 1, 2012 through June 30, 2014;

Whereas the Parties have not reached agreement for a successor MOU;

Whereas the Parties extended the current MOU with an agreement of understanding;

The Parties agree that:

1. Due to the Employer's uncertain financial budget, the Parties will continue to suspend negotiations for a successor MOU.
2. The Parties will resume negotiations for a successor MOU no later than October 15, 2015.
3. Until a successor MOU is ratified, the Parties' October 1, 2012 through June 30, 2014 MOU will remain in effect.
4. The Employer will maintain status quo until the Parties have ratified a successor MOU.
5. The Employer will not lay off any bargaining unit member until the Parties have ratified a successor MOU.

The undersigned have executed this Agreement of Understanding on the dates indicated. The Agreement of Understanding may be signed in counterparts.

For Huntington Park

For the Huntington Park General Employees' Association, AFSCME Local 1769

John A. Ornelas

Mario Rivas

City Manager

President

Date: _____

Date: _____

Edwin Aragon

Secretary-Treasurer

Date: _____

Gary Guthman

Union Representative
AFSCME District Council 36

Date: _____



CITY OF HUNTINGTON PARK

Public Works
City Council Agenda Report

June 1, 2015

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

Dear Mayor and Members of the City Council:

RESOLUTION TO REFLECT CURRENT AND FUTURE WATER CONSERVATION STANDARDS AND WATER USE PROHIBITIONS PROMULGATED BY THE STATE WATER RESOURCES CONTROL BOARD (WATER BOARD)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2015-21, Implementing Water Conservation Measures to Comply with Recent Amendments to Regulations Governing Water Conservation.

BACKGROUND

On August 4, 2014 in response to the prolonged drought Council adopted Resolution 2014-25 which enacted Phase III Water Shortage. Governor Brown issued an Executive Order on April 1, 2014 requiring 25% statewide water conservation. In response to the Governor's call, the Water Boards imposed emergency regulations to achieve a statewide reduction of potable water usage.

The State Water Boards required conservation practices are not outlined in current City Municipal code. Therefore, it is prudent to update the code to mirror current State Water Board required conservation standards. In addition, currently adopted Phase III conservation standards require ten percent conservation and the city has been assigned a twelve percent conservation standard by the Water Board due to ongoing conservation and low gallon per capita per day (GPCPD). Adoption of this Resolution will convey the City's willingness to comply with State Water Boards regulations

On May 18, 2015 staff presented a summary of the State Water Boards Emergency Water Conservation regulations to Council. Based on that presentation staff was directed to coordinate with the City Attorney, the water operator and regional agencies to ensure compliance with the State Water Boards emergency regulations. In addition to conservation prohibitions, the State Water Boards requires monthly reporting on water production, customer communication regarding alleged water conservation violations,

RESOLUTION TO REFLECT CURRENT AND FUTURE WATER CONSERVATION STANDARDS AND WATER USE PROHIBITIONS PROMULGATED BY THE STATE WATER RESOURCES CONTROL BOARD (WATER BOARD)

June 1, 2015

Page 2 of 3

number and type of warnings and citations issued and number of penalties (fines) issued. Staff is working with Central Basin Municipal Water District to coordinate public outreach. Central Basin is developing a public relations portfolio of tools for purveyors use in the area.

FISCAL IMPACT/FINANCING

The financial impacts contain considerations on both the expenditures and revenues. Potential expenses include operations and maintenance and increased public education. These expenses are included in the budget based on current funding levels. It is also predictable that a decrease in consumption (reduced sales) will lead to a decrease in actual revenue. The long term trend of decreased sales will continue to affect the fiscal integrity of the water enterprise fund. It bears mentioning that the Governor explicitly states in the Executive Order that rate increases are an effective tool to decrease consumption.

Potential impacts for non-compliance by water purveyors, range from \$500 for inadequate structural and education programs (compliance orders) to \$10,000 per day penalties for (cease and desist orders). An example of a structural program is no irrigation within 48 hours of a storm. An example of a cease and desist order would be failure to enact a Water Board directive.

A potential revenue to the City comes in the form of fines (revenue) generated from repeat violators of the conservation practices or for failure to curtail consumption. Municipal Code section 6-5.410 (a) allows "a surcharge equal to 200 percent of the portions of the water bill that exceeds the respective percentage set in those five subsections (Phase II- IV)". This is the over-consumption penalty. Penalties also cover each of the conservation practices. A warning is issued upon documentation of the first violation. Thereafter each successive violation a fine will be levied in \$100 dollar increments for the first two occurrences followed by a \$500 fine for subsequent violations.

LEGAL AND PROGRAM REQUIREMENTS

Huntington Park Municipal Code 6-5.412 "Additional water shortage measures" allows the City (Council) to establish additional conservation measures as set forth in Section 6-5-401 (c), by resolution. If enacted, "said resolution becomes effective immediately upon the adoption by Council...the customer percentage curtailment provisions shall take effect with the first full billing period commencing on or after the effective date of the adoption by the City Council". Thus, the new conservation practices of the State Water Board:

1. Enacting a twelve per cent (12%) conservation standard; and
2. Prohibit outdoor irrigation during and within 48 hours of measurable rainfall; and

RESOLUTION TO REFLECT CURRENT AND FUTURE WATER CONSERVATION STANDARDS AND WATER USE PROHIBITIONS PROMULGATED BY THE STATE WATER RESOURCES CONTROL BOARD (WATER BOARD)

June 1, 2015

Page 3 of 3

3. Hotels and motels must offer guests the option to not have their linens and towels laundered daily, and prominently display this option in each guest room. Will become Municipal Code by Council Resolution.

Failure to recognize and enact additional conservation practices has the potential unintended consequence of being interpreted by the Water Board as non-compliance. To convey our willingness to comply with the emergency regulations, modification of the city code to mirror that of the state emergency regulations illustrate an intent to comply. As such, we establish structural programs cited above. In the event the State Water Boards conservation standard changes, increases and becomes more restrictive or decreases and becomes less restrictive, no further action is required by Council.

Revenue Collections, Severn Trent Services and the state are working on validating all existing data with the goal of reducing the Conservation Standard (potentially downward from 12% to 8%). Verification is not available at the time this report was written.

CONCLUSION

Adoption of the attached Resolution illustrates good faith on the part of the City to comply with the emergency regulations set forth by the Water Board. By mirroring the state regulation consumers, staff and the City convey our willingness to comply with the emergency regulations.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



Michael Ackerman
City Engineer

ATTACHMENTS

- A: Resolution No. 2015-21, Implementing Water Conservation Measures to Comply with Recent Amendments to Regulations Governing Water Conservation
- B. Huntington Park Municipal Code, Title 6 Sanitation and Health, Chapter 5 Water Systems, Article 4 Mandatory Water Conservation

Huntington Park Municipal Code

TITLE 6 SANITATION AND HEALTH

Chapter 5 WATER SYSTEM

Article 4 Mandatory Water Conservation

6-5.401 City actions.

The Water Division shall monitor and evaluate the projected supply and demand for water by its customers, and shall recommend to the City Council the extent of the conservation required by the customers of the Water Division in order for the Water Division to prudently plan for and supply water to its customers. Thereafter, the City Council, by resolution, may order that the appropriate phase of water conservation be implemented, modified or rescinded in accordance with the applicable provisions of this article. Said resolution shall become effective immediately upon the adoption by the City Council and shall be published one time only in a daily newspaper of general circulation. The customer percentage curtailment provisions shall take effect with the first full billing period commencing on or after the effective date of the adoption by the City Council.

(§ 1, Ord. 484-NS, eff. April 17, 1991)

6-5.402 General prohibition.

No customer of the City shall make, cause, use or permit the use of water from the City in a manner contrary to any provision of this article or in an amount in excess of that use permitted by any curtailment provisions then in effect pursuant to action taken by the governing board in accordance with the provisions of this article.

(§ 1, Ord. 484-NS, eff. April 17, 1991)

6-5.403 Phase I Shortage.

(a) A Phase I shortage shall be declared when the City determines that future water supplies are uncertain. In this phase, the City requests a ten (10%) percent voluntary reduction in consumption by residents.

(§ 1, Ord. 484-NS, eff. April 17, 1991, as amended by § 1, Ord. 513-NS, eff. January 6, 1993)

6-5.404 Phase II shortage.

(a) A Phase II shortage shall be declared when the City determines that it is likely that it will suffer a five (5%) percent reduction in its water supply.

(b) The following restrictions of the use of water shall be in effect during a Phase II shortage:

(1) There shall be no hose washing of sidewalks, walkways, driveways, parking areas or other paved surfaces except as is required for sanitary purposes;

(2) Washing of motor vehicles, trailers, boats and other types of mobile equipment shall be done only with a hand-held bucket or a hose equipped with a positive shutoff nozzle for quick rinses, except that washing may be done at the immediate premises of a commercial car wash with reclaimed water;

(3) No water shall be used to clean, fill or maintain levels in decorative fountains, ponds, lakes or other similar aesthetic structures unless such water is part of a recycling system;

(4) No restaurant, hotel, cafe, cafeteria or other public place where food is sold, served or offered for sale, shall serve drinking water to any customer unless expressly requested;

(5) All customers of the City shall promptly repair all leaks from indoor and outdoor plumbing fixtures;

(6) No lawn, landscape or other turf area shall be watered on days other than Monday, Wednesday and Friday and during the hours between 10:00 a.m. and 4:00 p.m.; except that this provision shall not apply to commercial nurseries or other water-dependent industries;

(7) No customer of the city shall cause or allow the water to run off landscape areas into adjoining streets, sidewalks or other paved areas due to incorrectly directed or maintained sprinklers or excessive watering.

(c) No customer shall take, cause, use or permit the use of water from the City for any purpose in an amount in excess of ninety-five (95%) percent of the amount used on the customer's premises during the corresponding billing period during the prior billing year.

(§ 1, Ord. 484-NS, eff. April 17, 1991, as amended by § 2, Ord. 513-NS, eff. January 6, 1993)

6-5.405 Phase III shortage.

(a) A Phase III shortage shall be declared whenever the City determines that it is likely that it will suffer a ten (10%) percent reduction in its water supply.

(b) The following restrictions on the use of water shall be in effect during a Phase III shortage:

(1) The restriction listed in Section 6-5.404, subsection (b) shall be in effect, except that residential outside watering of lawn, landscaping and other turf areas shall be modified to prohibit watering on days other than Monday and Thursday during the hours between 6:00 a.m. and 6:00 p.m.;

(2) Commercial nurseries and other water-dependant industries shall be prohibited from watering lawn, landscaping and other turf areas more often than every other day and between the hours of 10:00 a.m. and 4:00 p.m.; except that there shall be no restriction on watering utilizing reclaimed water.

(c) No customer shall take, cause, use or permit the use of water from the City for any purpose in an amount in excess of ninety (90%) percent of the amount used on the customer's premises during the corresponding billing period of the prior billing year.

(§ 1, Ord. 484-NS, eff. April 17, 1991, as amended by § 3, Ord. 513-NS, eff. January 6, 1993)

6-5.406 Phase IV shortage.

(a) A Phase IV shortage shall be declared when the City determines that it will suffer a fifteen (15%) percent reduction in its water supply.

(b) The following restrictions on the use of water shall be in effect during a Phase IV shortage:

(1) The restriction listed in Section 6-5.404, subsection (b) shall be in effect, except that there shall be no residential outside watering of lawn, landscaping and other turf areas at any time except by bucket;

(2) Commercial nurseries and other water-dependent industries shall be prohibited from watering lawn, landscaping and other turf areas more often than every third day and between the hours of 6:00 a.m. and 6:00 p.m.; except that there shall be no restriction on watering utilizing reclaimed water;

(3) The use of water from fire hydrants shall be limited to fire fighting related activities, and other uses of water for municipal purposes shall be limited to activities necessary to maintain the public health, safety and welfare.

(c) No customer shall take, cause, use or permit the use of water from the City for any purpose in an amount in excess of eighty-five (85%) percent of the amount used on the customer's premises during the corresponding billing period of the prior billing year.
(§ 4, Ord. 513-NS, eff. January 6, 1993)

6-5.407 Phase V shortage.

(a) A Phase V shortage shall be declared when the city determines that it will suffer a twenty (20%) percent reduction in its water supply.

(b) The application for relief may include a request that the customer be relieved, in whole or in part, from the water use curtailment provisions of Sections 6-5.404(c), 6-5.405(c) or 6-5.406(c).

(c) No customer shall take, cause, use or permit the use of water from the City for any purpose in an amount in excess of eighty (80%) percent of the amount used on the customer's premises during the corresponding billing period of the prior billing year.
(§ 5, Ord. 513-NS, eff. January 6, 1993)

6-5.408 Phase VI shortage.

(a) A Phase VI shortage shall be declared when the City determines that it will suffer a thirty (30%) percent reduction in its water supply.

(b) The application for relief may include a request that the customer be relieved, in whole or in part, from the water use curtailment provisions of Sections 6-5.404(c), 6-5.405(c) or 6-5.406(c).

(c) No customer shall take, cause, use or permit the use of water from the City for any purpose in an amount in excess of seventy (70%) percent of the amount used on the customer's premises during the corresponding billing period of the prior billing year.
(§ 6, Ord. 513-NS, eff. January 6, 1993)

6-5.409 Relief from compliance.

(§ 1, Ord. 484-NS, eff. April 17, 1991; repealed by § 1, Ord. 498-NS, eff. February 19, 1992, renumbered by § 7, Ord. 513-NS, eff. January 6, 1993)

6-5.410 Failure to comply.

(a) For each violation by any customer of the water use curtailment provisions of subsection (c) of Section 6-5.404, 6-5.405, 6-5.406, 6-5.407, or 6-5.408 a surcharge shall be imposed in an amount equal to 200 percent of the portions of the water bill that exceeds the respective percentage set in those five subsections.

(b) Violation by any customer of the water use prohibitions of Section 6-5.402, or restrictions found in subsection (b) of Section 6-5.404, 6-5.405, or 6-5.406 shall be penalized as follows:

(1) First Violation. The City shall issue a written notice of the fact of a first violation to the customer.

(2) The first violation after written notice to customer shall result in a One Hundred and no/100ths (\$100.00) Dollars fine for that first issued citation.

(3) Two Hundred and no/100ths (\$200.00) fine for the second citation issued.

(4) Five Hundred and no/100ths (\$500.00) fine for the third and subsequent citations issued.

(c) The City shall give notice of violation to the customer committing the violation as follows:

(1) Notice of violation of the water use curtailment provisions of subsection (c) of Section 6-5.404, 6-5.405, 6-5.406, 6-5.407, or 6-5.408 or of first violations of the water use prohibitions of Section 6-5.402 or of subsection (b) of Section 6-5.404, 6-5.405, or 6-5.406 shall be given in writing by regular mail.

(2) Notice of second or subsequent violations of the water use prohibitions of those sections shall be given in writing in the following manner:

(i) By giving the notice to the customer personally;

(ii) If the customer is absent from or unavailable at the premises at which the violation occurred, by leaving a copy with some person of suitable age and discretion at the premises and sending a copy through the regular mail to the address at which the customer is normally billed; or

(iii) If a person of suitable age or discretion cannot be found, then by affixing a copy in a conspicuous place at the premises at which the violation occurred and also sending a copy through the regular mail to the address at which the customer is normally billed;

(iv) The notice shall contain a description of the facts of the violation, a statement of the possible penalties for each violation, and a statement informing the customer of his or her right to a hearing on the merits of the violation pursuant to Section 6-5.411.

(§ 1, Ord. 484-NS, eff. April 17, 1991 as amended by §§ 2 and 3, Ord. 498-NS, eff. February 19, 1992, and §§ 1 and 2, Ord. 500-NS, eff. April 1, 1992, renumbered by § 7, Ord. 513-NS, eff. January 6, 1993, and § 2, Ord. 837-NS, eff. July 15, 2009)

6-5.411 Hearing regarding violation.

(a) Any customer receiving notice of a second or subsequent violation of subsection (b) of Sections 6-5.403, 6-5.404 or 6-5.405 shall have a right to a hearing by the Director of Field Services of the City of Huntington Park within fifteen (15) days of mailing or other delivery of the notice of violation.

(b) The customer's timely written request for a hearing shall automatically stay installation of a flow-restricting device on the customer's premises until the Director of Field Services renders his or her decision.

(c) The customer's timely written request for a hearing shall not stay the imposition of a surcharge unless within the time period to request a hearing, the customer deposits with the City money in the amount of any unpaid surcharge due. If it is determined that the surcharge was wrongly assessed, the City will refund any money deposited to the customer.

(d) The decision of the Director of Field Services shall be final.

(e) The Director of Field Services may delegate his or her duties and responsibilities under this section as appropriate.

(§ 1, Ord. 484-NS, eff. April 17, 1991, renumbered by § 7, Ord. 513-NS, eff. January 6, 1993)

6-5.412 Additional water shortage measures.

The City may order implementation of water conservation measures in addition to those set forth in Sections 6-5.403, 6-5.404 and 6-5.405. Such additional water conservation measures shall be implemented in the manner provided in Section 6-5.401(c).

(§ 1, Ord. 484-NS, eff. April 17, 1991, renumbered by § 7, Ord. 513-NS, eff. January 6, 1993)

6-5.413 Public health and safety not to be affected.

Nothing in this article shall be construed to require the City to curtail the supply of water to any customer when such water is required by that customer to maintain an adequate level of public health and safety.

(§ 1, Ord. 484-NS, eff. April 17, 1991, renumbered by § 7, Ord. 513-NS, eff. January 6, 1993)

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RESOLUTION NO. 2015-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HUNTINGTON PARK IMPLEMENTING WATER
CONSERVATION MEASURES TO COMPLY WITH
RECENT AMENDMENTS TO REGULATIONS
GOVERNING WATER CONSERVATION**

WHEREAS, on August 4, 2014, the City Council of the City of Huntington Park adopted Resolution No. 2014-25 to implement Phase III water supply shortage as described in Municipal Code Section 6-5.405;

WHEREAS, on March 17, 2015, the State Water Resources Control Board ("State Water Board") expanded the emergency water conservation measures that the State Water Board adopted in July 2014;

WHEREAS, on March 27, 2015, the Office of Administrative Law approved the expanded measures, which were then codified as amendments to Sections 864 and 865 of Title 23, Division 3, Chapter 2, Article 22.5 of the California Code of Regulations (referred to herein as "Water Regulations");

WHEREAS, on April 1, 2015, the Governor issued Executive Order B-29-15, which required the State Water Board to impose restrictions to achieve a statewide 25% reduction in potable urban water usage;

WHEREAS, on May 6, 2015, the State Water Board responded to the Governor's Executive Order by submitting to the Office of Administrative Law amendments to Water Regulations Sections 863 through 866;

WHEREAS, on May 18, 2015, the Office of Administrative Law approved the State Water Board's proposed measures as an Emergency Regulatory Action pursuant to Government Code Section 11346.1 and 11349.6, as well as Water Code Section 1058.5;

WHEREAS, the Emergency Regulatory Action (codified as amendments to Water Regulation Sections 863 through 866) is effective May 18, 2015, and expires on February 13, 2016; and

WHEREAS, pursuant to Title 6, Chapter 5 of the Municipal Code, and pursuant to the California Water Code Section 10617, the City of Huntington Park (the "City") is an Urban Water Supplier providing water for municipal purposes to more than 3,000 customers;

WHEREAS, pursuant to Municipal Code Sections 6-5.401 and 6-5.412, the City Council may, by resolution, implement water conservation measures that are in addition to those described in Title 6, Chapter 5 of the Municipal Code; and

1 **WHEREAS**, as an urban water supplier and as an end-user, the City needs to
2 implement additional water conservation measures to comply with certain provisions
of the recently adopted Emergency Regulatory Action.

3 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON**
4 **PARK HEREBY RESOLVES AS FOLLOWS:**

5 1. Pursuant to Water Regulation Section 864 governing water end-users:

6 a. Potable water shall not be used to irrigate street medians.

7 b. Hotel and motel operators shall provide guests with the option of not
8 laundering towels and linens daily, and prominently display notice of this option in
each guestroom in clear language.

9 c. Eating or drinking establishments where food or drinks are served or
10 purchased shall not serve drinking water, except upon request.

11 d. Potable water shall not be used to irrigate landscapes outside of newly
12 constructed homes and buildings, except as allowed by the California Building
13 Standards Commission and the California Department of Housing and Community
Development.

14 e. Customers that fail to comply with the regulations of Water Regulation
15 Section 854, including the regulations specifically referenced above, shall be subject
16 to penalties as provided in Municipal Code Section 6-5.410(b).

17 2. Pursuant to Water Regulation Section 865 governing the City as an
18 Urban Water Supplier:

19 a. If the City's Water Department learns of a leak within a customer's
20 control, the Water Department shall notify the customer of the leak in order to prevent
waste and unreasonable use of water.

21 b. The City's monthly reports to the State Water Resources Control Board
22 shall include additional information including: the population served by the urban
23 water supplier; the percentage of water produced that is used for the residential
24 sector; descriptive statistics on water conservation compliance and enforcement
efforts; the number of days that outdoor irrigation is allowed; and monthly
commercial, industrial, and institutional sector use.

25 c. The City's Water Department shall reduce its total potable water
26 production by twelve percent (12%) for the each month as compared to amount used
in the same month in 2013.

27 3. The requirements as stated in Sections 1 and 2 above shall remain in
28 effect until February 13, 2016, except as extended or amended by the State Water
Resources Control Board, or as otherwise ordered by the City Council by resolution.

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To the extent the State Water Resources Control Board subsequently amends the Water Regulations, the City Council, by this Resolution, automatically adopts said amendments (whether the amendments increase, decrease, repeal, or change drought emergency water conservation requirements), except as otherwise ordered by a City Council resolution.

4. Pursuant to Municipal Code Section 6-5.401, this resolution shall become effective immediately upon the adoption by the City Council and shall be published one time only in a daily newspaper of general circulation.

PASSED, APPROVED AND ADOPTED THIS 1st day of June 2015.

Karina Macias
Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk



CITY OF HUNTINGTON PARK

Public Works
City Council Agenda Report

June 1, 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 FOR COST SHARING FOR THE INSTALLATION AND OPERATION OF MONITORING EQUIPMENT AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Agreement Between Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and City of Huntington Park for the estimated share cost of \$1,764.00 (1st year installation and operations) and \$962.00 (2nd year and subsequent years); and
2. Authorize Interim City Manager to execute the agreement.

BACKGROUND

On May 11, 2011, the California Regional Water Quality Control Board, Los Angeles Region adopted the "Dominguez Channel and Greater Harbors Toxic, Total Maximum Daily Loads (TMDL)". This TMDL requires cities and agencies (permittees) tributary to the Los Angeles and San Gabriel Rivers to conduct monitoring for toxic pollutants as defined by that TMDL. These pollutants and the associated testing method require the installation of specialized monitoring equipment. To reduce the costs, the Gateway Water Management Authority (GWMA) has been requested to act as the fiduciary agent for the installation of and subsequent monitoring at three monitoring stations. All participating permittees will share the cost, responsibility and testing results.

The three monitoring stations will be located at or near:

- The existing Los Angeles River mass emissions station at Wardlow,
- Spring Street and the San Gabriel River (a new installation), and
- The existing Coyote Creek mass emission station at Spring Street.

APPROVE AGREEMENT FOR COST SHARING FOR THE INSTALLATION AND OPERATION OF MONITORING EQUIPMENT AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL PROGRAM

June 1, 2015

Page 2 of 2

FISCAL IMPACT/FINANCING

The estimated share cost will be \$1,764.00 installation and 1st year's operations and \$962.00 2nd year and subsequent years for all three of the monitoring sites. To participate in the program, Permittees will be required to sign an Agreement with GWMA. Due to the number of permittees involved, the Agreement is not subject to altering or customization. Cost shares were developed based on each watershed group paying (1) a shared baseline fee and (2) a fee based on area. Individual permittees were collectively assessed a shared baseline fee as if they were a group and an area fee. These are preliminary estimates which are likely to change as the number of participants is confirmed and final installation and monitoring cost are provided by the monitoring consultant. GWMA will also assess a 3% administrative fee for GWMA members and a 5% administrative fee for non-members to cover the cost of administering this program. This appropriation will be included in the Fiscal Year 2015-2016.

LEGAL AND PROGRAM REQUIREMENTS

Clean Water Act section 303(d)(1) requires each state to identify the waters within its boundaries that do not meet water quality standards. Water bodies that do not meet water quality standards are considered impaired and are placed on the state's "CWA Section 303(b) List". For each listed water body, the state is required to establish a TMDL of each pollutant impairing the water quality standards in that water body. A TMDL is a tool for implementing water quality standards and is based on the relationship between pollution sources and in-stream water quality conditions. The TMDL establishes the allowable pollutant loadings for a water body and thereby provides the basis to establish water quality-based on controls.

CONCLUSION

Upon approval, the Interim City Manager will execute the final form of the Agreement between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and City of Huntington Park.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



Michael Ackerman
City Engineer

ATTACHMENT

A. Agreement

AGREEMENT
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY
AND
CITY OF HUNTINGTON PARK

FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT
AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL

This Agreement is made and entered into as of May 21, 2015, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the City of Huntington Park, (the "Permittee").

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area;

WHEREAS, for the purposes of this Agreement, the term "MS4 Permittees" shall mean those public agencies that are co-permittees to a National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order ("MS4 Permit") issued by the Los Angeles Regional Water Quality Control Board;

WHEREAS, the United States Environmental Protection Agency established the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL");

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the Permittees;

WHEREAS, the Permittee manages, drains or conveys storm water into at least a portion of the Los Angeles River including the estuary or Coyote Creek or the San Gabriel River including the estuary;

WHEREAS, various MS4 Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by installing one monitoring station in the Los Angeles River at Wardlow Road, one monitoring station in the San Gabriel River near Spring Street, and one monitoring station in the Coyote Creek, also near Spring Street and conducting monitoring at said monitoring stations (collectively "Monitoring Stations") to ensure consistency with other regional monitoring programs and usability with other TMDL related studies;

WHEREAS, installation of the Monitoring Stations and future monitoring requires administrative coordination for the various MS4 Permittees that the GWMA can provide;

WHEREAS, individual MS4 permittees that are not GWMA members have indicated a desire to participate in the cost sharing for the installation of the Monitoring Stations and the costs of monitoring conducted at the Monitoring Stations (collectively "Monitoring Costs");

WHEREAS, the GWMA Board of Directors authorized the GWMA to enter into individual separate agreements with such individual MS4 Permittees (which shall not have voting rights in any group relating to the GWMA Members) for purposes of only cost sharing in the Monitoring Costs;

WHEREAS, the members of the GWMA are the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, Central Basin Municipal Water District and the Long Beach Water Department ("GWMA Members");

WHEREAS, because GWMA Members already currently pay annual membership fees that pay for GWMA administrative costs, GWMA Members that participate in the cost share for the Monitoring Costs shall pay a three percent (3%) administrative fee on each payment to cover various administrative costs;

WHEREAS, MS4 Permittees that are not GWMA Members that participate in the cost share for the Monitoring Costs shall pay a five percent (5%) administrative fee on each payment to cover various administrative costs;

WHEREAS, currently a majority of MS4 Permittees tributary to the Los Angeles and San Gabriel River systems have committed to cost share for the Monitoring Costs;

WHEREAS, because of the financial savings and benefits resulting from this cost-sharing arrangement, other MS4 Permittees may request to participate in the cost sharing of the Monitoring Costs;

WHEREAS, the cost-share formula, set forth in Exhibit "A" of this Agreement, currently assumes the participation of the maximum number of MS4 Permittees required to comply with the monitoring requirements of the Harbor Toxic Pollutants TMDL;

WHEREAS, it is currently unknown how many MS4 Permittees will ultimately participate in the cost sharing of the Monitoring Costs;

WHEREAS, because some definite maximum cost share amount per participating Permittee is required for planning purposes, this Agreement requires each participating Permittee to submit an initial payment that includes the first year payment plus a deposit that is 25% of the first year payment cost identified in Exhibit "A" of this Agreement, to account for possible non-participation of some MS4 Permittees in the cost share for the Monitoring Costs;

WHEREAS, depending on how many MS4 Permittees ultimately participate in the cost sharing for the Monitoring Costs, each participating Permittee's annual cost share amount will be adjusted and the GWMA will notify each participating Permittee of its adjusted annual cost share amount in writing;

WHEREAS, the "Initial Payment Amount" and the "Annual Payment Amount" identified in Section 8 ("Financial Terms") of this Agreement represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs;

WHEREAS, if the actual cost share amount is less than the Initial Payment Amount paid by the Permittee, the GWMA will notify the Permittee and shall credit any balance in excess of the actual cost share amount towards the Permittee's "Annual Payment Amount" in subsequent years;

WHEREAS, the Permittee desires to share in the Monitoring Costs;

WHEREAS, the Permittee and the GWMA are collectively referred to as the "Parties";

WHEREAS, the Parties have determined that authorizing GWMA to hire additional consultant as necessary to install the Monitoring Stations and conduct the monitoring required by the Harbor Toxic Pollutants TMDL will be beneficial to the Parties;

WHEREAS, the Permittee agrees to pay: (a) its proportional share of the Monitoring Costs to be incurred by the GWMA in accordance with the Cost Sharing Formula reflected in **Exhibit "A"**, (b) a deposit of 25% of the "Initial Payment Amount" and a deposit of 25% of the "Annual Payment Amount"; and (c) applicable administrative fees to cover administrative costs; and

WHEREAS, the role of the GWMA is to: (1) invoice and collect funds from the Permittee to cover its portion of the Monitoring Costs; and (2) hire and retain consultants to install Monitoring Stations and conduct monitoring at the Monitoring Stations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is for the Permittee to cost share in the Monitoring Costs.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this Agreement.

Section 4. Voluntary Nature. The Parties voluntarily enter into this Agreement.

Section 5. Binding Effect. This Agreement shall become binding on GWMA and the Permittee.

Section 6. Term. This Agreement shall commence on July 1, 2015 and shall expire on June 30, 2018, unless terminated earlier pursuant to this Agreement.

Section 7. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from the Permittee to cover the Monitoring Costs; and

(b) The GWMA shall administer the consultants' contracts for the Monitoring Costs.

Section 8. Financial Terms.

(a) Initial Payment Amount. The Permittee shall pay no more than Two Thousand Two Hundred Fifty-Seven Dollars and Ninety-Two Cents (\$2,257.92) for the initial payment ("Initial Payment Amount"), for the 2015-2016 fiscal year to the GWMA for managing the installation of the Monitoring Stations and the monitoring data collected at the Monitoring Stations for the 2015-2016 fiscal year. This Initial Payment Amount includes: (1) the Permittee's cost share amount ("Cost Share Amount") identified in **Exhibit "A"**, attached hereto and incorporated herein; (2) the administrative fee identified in subsection (c) of this Section 8; and (3) a deposit in the amount of 25% of the Permittee's Cost Share Amount identified in **Exhibit "A"**.

(b) Annual Payment Amount. For each subsequent fiscal year, commencing with the 2016-2017 fiscal year, the Permittee shall pay no more than One Thousand Two Hundred Thirty-One Dollars and Thirty-Six Cents (\$1,231.36) ("Annual Payment Amount") annually on a fiscal year (July 1st to June 30th) basis to the GWMA in exchange for the monitoring data collected from the Monitoring Stations. This price assumes the participation of the maximum number of MS4 Permittees subject to the Harbor Toxic Pollutants TMDL. This Annual Payment Amount includes: (1) the Permittee's Cost Share Amount identified in **Exhibit "A"**, attached hereto and incorporated herein; (2) the administrative fee identified in subsection (c) of this Section 8; and (3) a deposit in the amount of 25% of the Permittee's Cost Share Amount identified in **Exhibit "A"**.

(c) Adjustment of Cost Share Based on Number of Participants. The "Initial Payment Amount" and the "Annual Payment Amount" identified in Section 8 ("Financial Terms") of this Agreement represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs. In the event that fewer than the maximum number of MS4 Permittees participate, the GWMA will notify the Permittee in writing that the Permittee's cost share amount will be adjusted accordingly. If the Permittee's actual cost share amount plus administrative

costs are less than the Initial Payment Amount paid by the Permittee, the GWMA will notify the Permittee in writing and shall credit any balance in excess of the actual cost share amount towards the Permittee's "Annual Payment Amount" in subsequent years;

(d) **Administrative Costs.** As part of the Initial Payment Amount and the Annual Payment Amount, the Permittee shall also pay its proportional share of the GWMA's staff time for hiring the consultants and invoicing the Permittee, audit expenses and other overhead costs, including reasonable legal fees incurred by the GWMA in the performance of its duties under this Agreement ("Administrative Costs"). The GWMA shall charge three percent (3%) of each Permittee's Cost Share Amount identified in **Exhibit "A"** to the Permittee's annual invoice to cover the Permittee's share of the Administrative Costs.

(e) The Permittee's Initial Payment Amount shall cover the 2015-2016 fiscal year and is due upon execution of this Agreement, but in no event later than June 30, 2015. For each subsequent fiscal year, commencing with the 2016-2017 fiscal year, the GWMA shall submit annual invoices to the Permittee for the Annual Payment Amount no later than the April 1st prior to the new fiscal year.

(f) Upon receiving an invoice from the GWMA, the Permittee shall pay the invoiced amount to the GWMA within thirty (30) days of the invoice's date.

(g) The Permittee shall be delinquent if its invoiced payment is not received by the GWMA within forty-five (45) days after the invoice's date. If the Permittee is delinquent, the GWMA will: 1) verbally contact the representative of the Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 12 of this Agreement. If payment is not received within sixty (60) days of the original invoice date, the GWMA may terminate this Agreement. However, no such termination may be ordered unless the GWMA first provides the Permittee with thirty (30) days written notice of its intent to terminate the Agreement. The terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination. If the GWMA terminates this Agreement because the Permittee is delinquent in its payment, the Permittee shall no longer be entitled to the monitoring data collected from the Monitoring Stations.

(h) Any delinquent payments by the Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

Section 9. Independent Contractor.

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The GWMA's officers, officials, employees and agents shall at all times during the term of this Agreement be under the exclusive control of the GWMA. The Permittee cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The

GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Permittee.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 10. Indemnification and Insurance.

(a) The Permittee shall defend, indemnify and hold harmless the GWMA and its officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA) for negligent or intentional acts, errors and omissions committed by the Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this Agreement, except for such loss as may be caused by GWMA's negligence or that of its officers, employees, or other representatives and agents, excluding the consultant.

(b) GWMA makes no guarantee or warranty that any monitoring data prepared by the consultants shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Permittee for the negligent or intentional acts or omissions of GWMA's consultants. The Permittee's sole recourse for any negligent or intentional act or omission of GWMA's consultants shall be against consultants and their insurance.

Section 11. Termination.

(a) The Permittee may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permittee shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permittee terminates the Agreement and shall not be entitled any refund of any portion of said Annual Payment Amount. Moreover, unless the Permittee provides written notice of termination to the GWMA by February 15th immediately prior to the new fiscal year, the Permittee shall also be responsible for its Annual Payment Amount through the end of the new fiscal year (e.g., If the Permittee terminates on March 1st, 2016, the Permittee is responsible for the Annual Payment Amounts for both FY 2015-2016 and FY 2016-2017. If the Permittee terminates on February 10, 2016, the Permittee is responsible for its Annual Payment Amount only for FY 2015-2016, not for FY 2016-2017). If the Permittee terminates the Agreement, the Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

(b) The GWMA may, with a vote of the GWMA Board, terminate this Agreement upon not less than thirty (30) days written notice to the Permittee. Any remaining funds not due and payable or otherwise legally committed to Consultant shall

be returned to the Permittee.

Section 12. Miscellaneous.

(a) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Toni Penn
GWMA Administrative/Accounting Assistant
GWMA
16401 Paramount Boulevard
Paramount, CA 90723

To the Permittee:

Mr. Michael Ackerman
City Engineer
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
mackerman@hpca.gov

(b) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by a written instrument signed by all Parties.

(c) Waiver. Waiver by either the GWMA or the Permittee of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or the Permittee, to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this Agreement.

(d) Law to Govern: Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(e) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

(f) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be

invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and construed without the invalid, void, or unenforceable provisions(s).

(g) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.

(i) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

(j) Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Permittee warrants and represents that he or she has the authority to execute this Agreement on behalf of the Permittee and has the authority to bind Permittee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Christopher S. Cash
GWMA Chair

DATE: _____

PERMITTEE
City of Huntington Park

Signature

Print Name

Print Title

EXHIBIT "A"
COST SHARE MATRIX
ATTACHED

Harbor Toxics TMDL Monitoring Los Angeles River Watersheds

Group Name	Cities/ Permittees Involved	Area (acres)	Area	(50% equal share, 50% by area)			(50% equal share, 50% by area)		
				Installation and 1st Year's operations \$110,000			2nd Year and subsequent years \$60,000		
				Base Cost	Area Cost	Total Cost	Base Cost	Area Cost	Total Cost
Upper Los Angeles River Watershed Group	Alhambra	4,884	1.3%	\$653	\$687	\$1,340	\$356	\$375	\$731
	Burbank	11,095	3.0%	\$653	\$1,561	\$2,214	\$356	\$852	\$1,208
	Calabasas	4,006	1.1%	\$653	\$564	\$1,217	\$356	\$307	\$664
	Glendale	19,588	5.3%	\$653	\$2,756	\$3,409	\$356	\$1,503	\$1,860
	Hidden Hills	961	0.3%	\$653	\$135	\$788	\$356	\$74	\$430
	La Canada Flintridge	5,534	1.5%	\$653	\$779	\$1,432	\$356	\$425	\$781
	Los Angeles	181,288	48.8%	\$653	\$25,511	\$26,164	\$356	\$13,915	\$14,271
	Montebello	5,356	1.4%	\$653	\$754	\$1,407	\$356	\$411	\$767
	Monterey Park	4,952	1.3%	\$653	\$697	\$1,350	\$356	\$380	\$736
	Pasadena	14,805	4.0%	\$653	\$2,083	\$2,737	\$356	\$1,136	\$1,493
	Rosemead	3,311	0.9%	\$653	\$466	\$1,119	\$356	\$254	\$610
	San Gabriel	2,645	0.7%	\$653	\$372	\$1,025	\$356	\$203	\$559
	San Marino	2,410	0.6%	\$653	\$339	\$992	\$356	\$185	\$541
	South Pasadena	2,186	0.6%	\$653	\$308	\$961	\$356	\$168	\$524
Temple City	2,577	0.7%	\$653	\$363	\$1,016	\$356	\$198	\$554	
Unincorporated	40,553	10.9%	\$653	\$5,707	\$6,360	\$356	\$3,113	\$3,469	
Lower Los Angeles River Watershed	Downey	3,546	1.0%	\$1,306	\$499	\$1,805	\$713	\$272	\$985
	Lakewood	51	0.0%	\$1,306	\$7	\$1,313	\$713	\$4	\$716
	Long Beach	12,301	3.3%	\$1,306	\$1,731	\$3,037	\$713	\$944	\$1,657
	Lynwood	3,098	0.8%	\$1,306	\$436	\$1,742	\$713	\$238	\$950
	Paramount	1,997	0.5%	\$1,306	\$281	\$1,587	\$713	\$153	\$866
	Pico Rivera	1,510	0.4%	\$1,306	\$212	\$1,519	\$713	\$116	\$828
	Signal Hill	774	0.2%	\$1,306	\$109	\$1,415	\$713	\$59	\$772
	South Gate	4,704	1.3%	\$1,306	\$662	\$1,968	\$713	\$361	\$1,074
Rio Hondo/San Gabriel River Water Quality Group	Arcadia	6,912	1.9%	\$1,493	\$973	\$2,466	\$814	\$531	\$1,345
	Azusa	0	0.0%	\$1,493	\$0	\$1,493	\$814	\$0	\$814
	Bradbury	512	0.1%	\$1,493	\$72	\$1,565	\$814	\$39	\$854
	Duarte	832	0.2%	\$1,493	\$117	\$1,610	\$814	\$64	\$878
	Monrovia	5,056	1.4%	\$1,493	\$711	\$2,204	\$814	\$388	\$1,202
	Sierra Madre	1,792	0.5%	\$1,493	\$252	\$1,745	\$814	\$138	\$952
	Unincorporated	1,792	0.5%	\$1,493	\$252	\$1,745	\$814	\$138	\$952
Upper Reach 2 Group	Bell	1,676	0.5%	\$1,493	\$236	\$1,729	\$814	\$129	\$943
	Bell Gardens	1,577	0.4%	\$1,493	\$222	\$1,715	\$814	\$121	\$935
	Commerce	4,195	1.1%	\$1,493	\$590	\$2,083	\$814	\$322	\$1,136
	Cudahy	786	0.2%	\$1,493	\$111	\$1,603	\$814	\$60	\$875
	Huntington Park	1,930	0.5%	\$1,493	\$272	\$1,764	\$814	\$148	\$962
	Maywood	754	0.2%	\$1,493	\$106	\$1,599	\$814	\$58	\$872
	Vernon	3,298	0.9%	\$1,493	\$464	\$1,957	\$814	\$253	\$1,067
Other	Carson*	--	--	--	--	--	--	--	--
	Compton*	--	--	--	--	--	--	--	--
	El Monte	4,482	1.2%	\$5,225	\$631	\$5,856	\$2,850	\$344	\$3,194
	South El Monte	1,577	0.4%	\$5,225	\$222	\$5,447	\$2,850	\$121	\$2,971
LACFCD (5%)	--	--	--	--	\$5,500	--	--	\$3,000	
Totals		371,303	100.0%	\$52,250	\$52,250	\$104,500	\$28,500	\$28,500	\$57,000

GWMA members will pay an additional 3% in administrative costs

Non-GWMA members will pay an additional 5% in administrative costs

GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

*did not indicate intent to participate

Harbor Toxics TMDL Monitoring San Gabriel River Watersheds

Group Name	Cities/ Permittees Involved	Area (acres)	Area	(50% equal share, 50% by area)			(50% equal share, 50% by area)		
				Installation and 1st Year's operations \$110,000			2nd Year and subsequent years \$60,000		
				Base Cost	Area Cost	Total Cost	Base Cost	Area Cost	Total Cost
Rio Hondo/San Gabriel River Water Quality Group	Arcadia	128	0.1%	\$1,493	\$41	\$1,534	\$814	\$22	\$837
	Azusa	5,952	3.6%	\$1,493	\$1,897	\$3,389	\$814	\$1,035	\$1,849
	Bradbury	704	0.4%	\$1,493	\$224	\$1,717	\$814	\$122	\$937
	Duarte	64	0.0%	\$1,493	\$20	\$1,513	\$814	\$11	\$825
	Monrovia	64	0.0%	\$1,493	\$20	\$1,513	\$814	\$11	\$825
	Sierra Madre	0	0.0%	\$1,493	\$0	\$1,493	\$814	\$0	\$814
	Unincorporated	1,344	0.8%	\$1,493	\$428	\$1,921	\$814	\$234	\$1,048
Upper San Gabriel River	Baldwin Park	4,335	2.6%	\$1,742	\$1,381	\$3,123	\$950	\$753	\$1,703
	Covina	4,481	2.7%	\$1,742	\$1,428	\$3,170	\$950	\$779	\$1,729
	Glendora	9,307	5.7%	\$1,742	\$2,966	\$4,707	\$950	\$1,618	\$2,568
	Industry	7,647	4.7%	\$1,742	\$2,437	\$4,178	\$950	\$1,329	\$2,279
	La Puente	2,207	1.3%	\$1,742	\$703	\$2,445	\$950	\$384	\$1,334
	Unincorporated	40,812	24.9%	\$1,742	\$13,005	\$14,746	\$950	\$7,093	\$8,043
East San Gabriel Valley Watershed Management Area	Claremont	5,790	3.5%	\$2,613	\$1,845	\$4,457	\$1,425	\$1,006	\$2,431
	La Verne	5,030	3.1%	\$2,613	\$1,603	\$4,215	\$1,425	\$874	\$2,299
	Pomona	7,929	4.8%	\$2,613	\$2,527	\$5,139	\$1,425	\$1,378	\$2,803
	San Dimas	8,539	5.2%	\$2,613	\$2,721	\$5,333	\$1,425	\$1,484	\$2,909
Lower San Gabriel River	Bellflower	1,216	0.7%	\$1,045	\$387	\$1,432	\$570	\$211	\$781
	Cerritos	5,645	3.4%	\$1,045	\$1,799	\$2,844	\$570	\$981	\$1,551
	Diamond Bar	4,563	2.8%	\$1,045	\$1,454	\$2,499	\$570	\$793	\$1,363
	Downey	4,237	2.6%	\$1,045	\$1,350	\$2,395	\$570	\$736	\$1,306
	Lakewood	1,293	0.8%	\$1,045	\$412	\$1,457	\$570	\$225	\$795
	Long Beach	2,138	1.3%	\$1,045	\$681	\$1,726	\$570	\$372	\$942
	Norwalk	6,246	3.8%	\$1,045	\$1,990	\$3,035	\$570	\$1,086	\$1,656
	Pico Rivera	3,929	2.4%	\$1,045	\$1,252	\$2,297	\$570	\$683	\$1,253
	Santa Fe Springs	5,683	3.5%	\$1,045	\$1,811	\$2,856	\$570	\$988	\$1,558
Whittier	9,382	5.7%	\$1,045	\$2,990	\$4,035	\$570	\$1,631	\$2,201	
Other	El Monte	1,577	1.0%	\$2,613	\$503	\$3,115	\$1,425	\$274	\$1,699
	Irwindale	6,152	3.8%	\$2,613	\$1,960	\$4,573	\$1,425	\$1,069	\$2,494
	South El Monte	1,823	1.1%	\$2,613	\$581	\$3,193	\$1,425	\$317	\$1,742
	Walnut	5,757	3.5%	\$2,613	\$1,834	\$4,447	\$1,425	\$1,001	\$2,426
	West Covina*	--	--	--	--	--	--	--	--
LACFCD (5%)	--	--	--	--	\$5,500	--	--	\$3,000	
Totals		163,974	100.0%	\$52,250	\$52,250	\$104,500	\$28,500	\$28,500	\$57,000

GWMA members will pay an additional 3% in administrative costs

Non-GWMA members will pay an additional 5% in administrative costs

GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

*did not indicate intent to participate

**Harbor Toxics TMDL Monitoring
Coyote Creek Watersheds**

Group Name	Cities/ Permittees Involved	Area (acres)	Area	(50% equal share, 50% by area)			(50% equal share, 50% by area)		
				Installation and 1st Year's operations \$110,000			2nd Year and subsequent years \$60,000		
				Base Cost	Area Cost	Total Cost	Base Cost	Area Cost	Total Cost
Lower San Gabriel River	Artesia	1,037	2.0%	\$2,613	\$1,062	\$3,675	\$1,425	\$579	\$2,004
	Cerritos	5,645	11.1%	\$2,613	\$5,781	\$8,394	\$1,425	\$3,153	\$4,578
	Diamond Bar	4,563	8.9%	\$2,613	\$4,673	\$7,286	\$1,425	\$2,549	\$3,974
	Hawaiian Gardens	614	1.2%	\$2,613	\$629	\$3,241	\$1,425	\$343	\$1,768
	La Mirada	5,018	9.8%	\$2,613	\$5,139	\$7,752	\$1,425	\$2,803	\$4,228
	Lakewood	1,293	2.5%	\$2,613	\$1,324	\$3,937	\$1,425	\$722	\$2,147
	Long Beach	2,138	4.2%	\$2,613	\$2,190	\$4,802	\$1,425	\$1,194	\$2,619
	Norwalk	6,246	12.2%	\$2,613	\$6,397	\$9,009	\$1,425	\$3,489	\$4,914
	Santa Fe Springs	5,683	11.1%	\$2,613	\$5,820	\$8,433	\$1,425	\$3,175	\$4,600
	Whittier	9,382	18.4%	\$2,613	\$9,608	\$12,221	\$1,425	\$5,241	\$6,666
Other	Hacienda Heights*	--	--	--	--	--	--	--	--
	Unincorporated	9,400	18.4%	\$26,125	\$9,627	\$35,752	\$14,250	\$5,251	\$19,501
LACFCD (5%)	--	--	--	--	--	\$5,500	--	--	\$3,000
Totals		51,019	100.0%	\$52,250	\$52,250	\$104,500	\$28,500	\$28,500	\$57,000

GWMA members will pay an additional 3% in administrative costs

Non-GWMA members will pay an additional 5% in administrative costs

GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

*did not indicate intent to participate