

# CITY OF HUNTINGTON PARK

## City Council Regular Meeting Agenda Tuesday, November 3, 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 Amezquita**  
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](http://www.hpca.gov). Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

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

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

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

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

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

### **Public Comment**

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](http://www.hpca.gov). NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**PRESENTATIONS AND ANNOUNCEMENTS**

“Certificate of Recognition” presented to Mr. Noel Parker, Special Education Teacher from Middleton Elementary School

Presentation by San Antonio Elementary School on “Tackling Childhood Obesity” in Huntington Park Elementary Schools

Proclamation Presented to the Huntington Park Kiwanis Club in Honor of “Key Club Week,” November 2 - 6, 2015

“Certificates of Recognition” presented to the City of Huntington Park Public Works Department Employees for their Support and Participation in the “Haunt”ington Park Halloween Festival.

**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. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9  
One potential case
  
2. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)  
City’s Designated Representative(s) for Negotiations: John Ornelas, Interim City Manager, Edgar Cisneros, Assistant City Manager  
Employee Organization: General Employees Association (GEA)

RECONVENE TO OPEN SESSION

**CLOSED SESSION ANNOUNCEMENT**

**CONSENT CALENDAR**

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

**OFFICE OF THE CITY CLERK**

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

**1-1** Regular City Council Meeting held Tuesday, October 20, 2015

**2. Adopt Ordinance, Authorizing Action Minutes to be the Format Used for the Official Record of the Proceedings of City Council and Advisory Board Meetings**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive further reading and adopt Ordinance No. 943-NS, Authorizing Action Minutes to be the Format Used for the Official Record of the Proceedings of City Council and Advisory Board Meetings.

**FINANCE**

**3. Approve Accounts Payable and Payroll Warrants dated November 3, 2015**

**POLICE**

**4. Adopt Ordinance Amending Chapter 1 of Title 6 of the Huntington Park Municipal Code, Regarding Regulations of Dogs**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive further reading and adopt Ordinance No. 944-NS, Amending Ordinance No. 1394 NS and Repealing and Replacing Article 2. of Title 6, Chapter 1, Relating to Regulations of Dogs.

**END OF CONSENT CALENDAR**

## REGULAR AGENDA

### COMMUNITY DEVELOPMENT

5. **Consideration of an Activity in Public Places Permit for the Chamber of Commerce's Annual "Christmas Lane Parade" (S15-27)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Consider the Approval of an Activity in Public Places Permit request from The Greater Huntington Park Area Chamber of Commerce to conduct the annual "Christmas Lane Parade" along Pacific Boulevard, between Slauson Avenue and Florence Avenue, on November 21, 2015, at 6:00pm; and
2. Discussion and/or action regarding City's co-sponsorship of the event.

### COUNCIL

6. **Approve Resolution in Support of Earned Income Tax Credit (EITC) and the Volunteer Income Tax Assistance (VITA) Program**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-43, in Support of Earned Income Tax Credit/Volunteer Income Tax Assistance Program.

### FINANCE

7. Continued from October 20, 2015 City Council Meeting: **Approve Second Amendment to Professional Services Agreement (PSA) with LAN WAN Enterprises Inc.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve second amendment to professional services agreement (the "Amended Agreement") with LAN WAN Enterprises Inc. ("LAN WAN") for the addition of network support and maintenance services for the Police Department;
2. Authorize the Interim City Manager to execute the Amended Agreement.

**REGULAR AGENDA (continued)**

**PARKS AND RECREATION**

**8. Consideration of an Activity in Public Places Permit for Mexican American Opportunity Foundation (MAOF) Annual Family Health Expo**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Consider the Approval of an Activity in Public Places permit to MAOF for use of parking lot located in Salt Lake Park, to host their "Vive tu Vida! Get Up! Get Moving!" family health expo event.

**9. Authorize Purchase of Energy Efficient Field Lighting Equipment**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

2. Authorize the use of \$58,462 of budgeted CDBG funding to purchase MUSCO's SportsCluster Green™ Lighting System to be installed on the Kevin De Leon Campo De Futbol at Salt Lake Park; and
3. Authorize the Department of Parks and Recreation to solicit MUSCO as provider of the SportsCluster Green™ Lighting System and waive the formal bidding requirements, allowable under Huntington Park Municipal Code, section 2-5.14.

**POLICE**

**10. Approve Purchase of Two Police Department Patrol Operations Division Police Vehicles and Supplementary Equipment**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve purchase of two new Police Department Patrol Operations Division police vehicles from the FORD MOTOR COMPANY and supplementary equipment; and
2. Authorize additional budget appropriation of \$101,671 from Asset Forfeiture Fund", Account #229-7010-421.74-10

**PUBLIC WORKS**

**11. Approve List of Vehicles as Surplus and Authorization to Sell Via Auction**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the attached list of vehicles as surplus; and
2. Authorize Public Works Department to sell via auction.

**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS**

**COUNCIL COMMUNICATIONS**

**Council Member Valentin Palos Amezquita**

**Council Member Jhonny Pineda**

**Council Member Marilyn Sanabria**

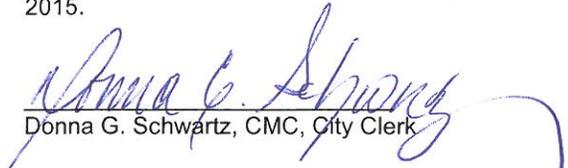
**Vice Mayor Graciela Ortiz**

**Mayor Karina Macias**

**ADJOURNMENT**

The City of Huntington Park City Council will adjourn to a Regular City Council Meeting on Tuesday, November 17, 2015, at 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) on the 29<sup>th</sup> of October, 2015.

  
Donna G. Schwartz, CMC, City Clerk

Regular Meeting of the  
City of Huntington Park City Council  
Tuesday, October 20, 2015

Sergeant at Arms read the Rules of Decorum.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:05 p.m. on Tuesday, October 20, 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, Valentin Palos Amezcuita, Jhonny Pineda and Marilyn Sanabria. Other City Officials and employees: John Ornelas, Interim City Manager, Edgar Cisneros, Assistant City Manager, Arnold Alvarez-Glasman, City Attorney, Cosme Lozano, Chief of Police, Josette Espinosa, Director of Parks and Recreation, Jan Mazyck, Interim Finance Director, Michael Ackerman, City Engineer, and Donna Schwartz, City Clerk.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Maria Lopez, 9 year old student from Hope elementary School.

**INVOCATION**

The invocation was led by Mayor Macias

**PRESENTATIONS AND ANNOUNCEMENTS**

Council presented a "Certificate of Appreciation" to Maria Lopez for leading the Pledge of Allegiance.

Ali Cayir, representative of Transtech presented a PowerPoint on the Pacific Boulevard Improvements

Jose Martinez and Ofelia Gomez representatives of Hub Cities, announced the "Grand Opening" of the new field office for the Los Angeles County 1<sup>st</sup> Supervisorial District – Hilda L. Solis.

Council presented "Certificates of Appreciation" to the Team Captains of the 3<sup>rd</sup> Annual Employees Softball Tournament.

**PUBLIC COMMENT**

1. Leticia Polizzi, Huntington Park Library, announced October 28<sup>th</sup> free flu shots, November 21<sup>st</sup> in collaboration with the Los Angeles County, the Library will host a Conversation Club and by appointment only the Library will host a one-on-one computer class on Saturday mornings.
2. Nick Ioannidis, announced October 28<sup>th</sup> Immigrants Day, commented on the two undocumented appointments and noted he is the founder of Immigrants Day.
3. Rodolfo Cruz, commented on marijuana dispensaries and drugs in the City, feels not enough is being done, noted people intoxicated near the schools and people selling food on the sidewalks on Pacific Boulevard without permits, stated that police should give tickets and spoke in opposition to decisions that have been made regarding the City.
4. Jorge Sepulveda spoke in regards to an article regarding the appointment of undocumented immigrants, spoke in opposition to the appointments and decisions made by Council regarding the City.

**PUBLIC COMMENT continued)**

5. Francisco Rivera, noted he goes around the City and cleans poles from graffiti, thanked Chief of Police for Officers patrolling the streets and parks, commented on code enforcement, people cooking on the sidewalks of Pacific Boulevard, banners, balloons, tires and flags along the boulevard and doesn't see code enforcement regulate these and hopes to see something done soon.
6. Jenny Rosales, commented on city improvements, parking meters, illegal drug sales in her neighborhood and feels the police aren't doing anything, noted various businesses/locations selling marijuana, and noted an issue with illegal dumping in her area.
7. Joel Frost-Tiff, commented on previous comments regarding the law, actions by previous speakers, pointed out grammar mistakes on signs, spoke in support of the two appointments, commented on others opposed to Council and closed with speaking in support of Mr. Francisco.
8. George Franco, stated he had previously attended a Council meeting and asked about crossing guards at the new school and would like something done.
9. Sandra Orozco, remarked on a previous speaker, number of Police Officers at the meeting and marijuana dispensaries needing to be shut down in the City. Ms. Orozco commented on the City Attorney, undocumented immigrants and asked Council to recognize Mr. Parker a Special Education Teacher at Middleton Elementary School.
10. Betty Retama, mentioned a marijuana dispensary on Santa Fe south of Gage and Police Department waiting for direction from legal, asked who allowed them to open, mentioned no one is there but that there are lines of people waiting to get in.
11. Mike McGet, We the People Rising, commented on the sidewalks being unclean in the City and asked for them to be power washed, stated he is not anti-immigrants but anti undocumented immigrants.
12. Arthur Schaper, spoke in opposition to the removal of a person who was out of order at the last Council meeting, commented on laws being broken, appointment of two undocumented immigrants, and laws he alleges are being violated.
13. Christopher Castillo, commented on the appointments made by Council Member Pineda and rules to follow to become an American Citizen.
14. Robin Hvidston, mentioned the person who was removed from last Council meeting that was out of order, commented on 1<sup>st</sup> amendment rights, law abiding citizens, lawlessness, two undocumented immigrants, laws being broken, acknowledged Nick and Immigrants Day, noted Betty Retama was appointed to a Commission and asked to appoint more American Citizens to the Commission.
15. Chanell Temple, We the People Rising, remarked on a person being removed from last Council meeting that was out of order, commented on rights being violated and spoke in opposition to Council.
16. Janet West, asked to appoint tax paying citizens, commented on undocumented immigrants, laws being broken and feels City is not supporting citizens of California and the U.S.
17. DeAnn D'Lean, commented on nuances of the English language and freedom.
18. Raul Rodriguez Jr., America First Latinos, commented on the Constitution, investigation by Attorney General, filing with different agencies and asked Council to make the right choice.

## **PUBLIC COMMENT (continued)**

19. Von Becht, pointed out the phrase on the wall behind Council, commented on the two appointments and the person who was removed at the last Council meeting.
20. Wes Parker, mentioned yes and si multiple times.
21. Dr. Newman, noted he was the person who was escorted from last Council meeting, feels it was uncalled for, spoke in opposition of Council, asked for the two appointments to be removed and concerned with what has happened.

## **STAFF RESPONSE**

Mayor Macias asked staff to respond to the comment by Ms. Retama regarding a marijuana dispensary on Santa Fe.

Chief of Police Lozano stated that the Police Department is well aware of the dispensary and that the process has begun to shut it down that at the present time the dispensary has been served with several court proceedings.

City Attorney Alvarez-Glasman added that the City does have a City Prosecutor that handles these issues and assists the Police Department on these matters and reiterated that the matter is currently in court proceedings.

Mayor Macias asked staff to respond to the comment regarding crossing guards.

City Engineer Ackerman stated there are three schools in the surrounding area that these issue are currently being discussed, additional crossing guards, crossing guard education, modified start and stop times and an analysis will be performed on a Traffic and Pedestrian Circulation for mitigation within three blocks and off site and on site improvements.

Mayor Macias noted that at the prior community meeting several residents provided phone numbers to be contacted with any information.

City Engineer Ackerman stated that those constituents will be updated.

Vice Mayor Ortiz commented on incidents occurring on Gage and Cottage and that the street lights are not working. Ms. Ortiz asked Chief Lozano to send a patrol car to assess the situation.

Chief Lozano stated patrol cars do randomly patrol the area and will focus more resource in the area.

Council Member Pineda questioned the City Engineer regarding traffic analysis and when it would be provided,

City Engineer Ackerman stated the analysis can be provided in a month or two but can give weekly or biweekly updates.

Council Member Amezquita mentioned the comment made by Mr. McGet in regards to the condition of the sidewalk on Pacific Boulevard.

City Engineer Ackerman stated the City has 6 part-time employees who power wash Pacific Boulevard but will look into what other deficiencies can be addressed.

Council Member Amezquita noted the comment regarding trash pick-up by Ms. Rosales and the problems citizens are facing when contacting the trash hauler.

City Engineer Ackerman stated he will look into it.

## **STAFF RESPONSE (continued)**

Vice Mayor Ortiz noted the comment regarding people intoxicated near schools by Mr. Cruz, stating she herself will call the Police Department when she sees something like this and asked Chief Lozano to provide Mr. Cruz with a number to call the next time he sees this. Ms. Ortiz asked City Manager to contact Ms. Orozco regarding the teacher she wishes Council to recognize.

Council Member Pineda responded to the comment made by Ms. Rosales with regard to trash pick-up and stated he had provided Ms. Rosales with a phone number to the Public Works Superintendent and mentioned the City does have flyers that can be passed out regarding illegal dumping.

Mayor Macias asked City Manager to contact Ms. Rosales regarding her concerns.

## **CLOSED SESSION**

At 7:40 p.m. City Attorney Alvarez-Glasman recessed to closed session

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)

City of Huntington Park v. Practical Health Center dba Huntington Park's Finest & Shahan Karapetyan JCZ Partners, LLC.  
L.A.S.C. case number VC064349

City of Huntington Park v. Olive Ridge, Inc., et al.  
L.A.S.C case number VC064633

2. PUBLIC EMPLOYEE EMPLOYMENT  
Government Code Section 54957(b)(1) -  
Title: City Manager

3. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)  
City's Designated Representative(s) for Negotiations: John Ornelas, Interim City Manager and Edgar Cisneros, Assistant City Manager  
Employee Organization: General Employees Association (GEA)

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Government Code Section 54956.9(d)(2)  
Significant exposure to litigation – one matter

At 9:10 p.m. Mayor Macias reconvened to open session. All Council Members present.

## **CLOSED SESSION ANNOUNCEMENT**

City Attorney Alvarez-Glasman announced Item 1, direction given, possible settlement. Item 2, no action taken and that the item is on the agenda for further consideration and for Items 3 & 4, direction given, no action taken.

## **CONSENT CALENDAR**

Vice Mayor Ortiz noted a change on the minutes for Item 10 changing "motion" to "moved."

Council Member Amezcua requested changes to the minutes under "Public Comment" to include in his comment the W2 announcement, under "Consent Calendar" additional detail to his comment regarding consent items being pulled and discussed and a change to the name under "Council Comment" from "Keller Park" to "Rosita's Bakery."

Mayor Macias questioned warrants regarding Subscriptions and the Membership amount of \$3,000.

## **CONSENT CALENDAR (continued)**

Vice Mayor Ortiz requested Finance provide Council with account numbers and to which funds they coincide with.

Interim City Manager Ornelas stated that the General Ledger has identifiable numbers to source.

Interim City Manager Ornelas suggested a legend be attached at the beginning of the warrants.

Vice Mayor Ortiz would like it as a reference and questioned the services of Lorraine & Associates.

Interim City Manager Ornelas stated they provide administrative services for the CDBG program.

Vice Mayor Ortiz requested the account description be changed to possibly “managing grants” versus “legal services.”

Council Member Amezcuita commented on the Alvarez-Glasman-Colvin warrant and suggested separating “general legal services” from “legal fees” such as when cases are settled versus when the City pays for legal services and questioned for which services Alvarez-Glasman & Colvin were being paid for.

City Attorney Alvarez-Glasman stated the fee is for a two month period for legal services.

Council Member Amezcuita reiterated to separate legal services, legal fees and litigation fees.

City Attorney Alvarez-Glasman informed Council Member Amezcuita that his firm breaks down the invoice by department and services but can also provide a summary sheet.

Council Member Pineda thanked staff for cost savings on some line items on the warrants.

**Motion:** Council Member Sanabria motioned to approve Consent Calendar items with noted changes to minutes, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

## **OFFICE OF THE CITY CLERK**

1. Approved Minutes of the following City Council Meeting(s):

1-1 Regular City Council Meeting held Tuesday, October 6, 2015.

## **FINANCE**

2. Approved Accounts Payable and Payroll Warrants dated October 20, 2015.

**END OF CONSENT CALENDAR**

## REGULAR AGENDA

### CITY CLERK

**3. Approve Ordinance, Authorizing Action Minutes to be the Format Used for the Official Record of the Proceedings of City Council and Advisory Board Meetings**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive further reading and introduce Ordinance No. 943-NS, Authorizing Action Minutes to be the Format Used for the Official Record of the Proceedings of City Council and Advisory Board Meetings; and
2. Schedule adoption of said ordinance for the November 3, 2015, City Council Meeting.

Interim City Manager Ornelas presented item and requested an amendment to the ordinance that the effective date, after adoption, be effective immediately.

Vice Mayor Ortiz asked for clarification.

City Clerk Schwartz stated that this ordinance, once adopted on November 3, 2015, will be effective immediately instead of 30-days after its adoption.

Assistant City Manager Cisneros reiterated the request by staff and confirming that once the ordinance is adopted at the November 3, 2015, City Council meeting it would become effective immediately and the minutes for that meeting would be action.

City Attorney Alvarez-Glasman stated the ordinance would take effect immediately after its adoption.

**Motion:** Council Member Sanabria motioned to amend ordinance to be effective immediately upon its adoption, waive further reading and introduce Ordinance No. 943-NS, Authorizing Action Minutes to be the Format Used for the Official Record of the Proceedings of City Council and Advisory Board Meetings and schedule adoption of said ordinance for the November 3, 2015, City Council Meeting, seconded by Council Member Pineda. Motion passed by the following vote:

ROLL CALL:

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

### CITY COUNCIL

**4. Council Appointment to Civil Service Commission**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Make appointment to the Civil Service Commission, consistent with the newly adopted provisions set forth in Resolution No. 2015-19.

Assistant City Manager Cisneros introduced the item.

Council proceeded with the appointment as follows:

**Civil Service Commission** (1 vacancy)

Mayor Macias – appointed Guillermo Monterrosa to a two year term ending March 2017.

## **REGULAR AGENDA (continued)**

### **5. Consideration of Approval of Appointment and Approval of Employment Agreement for the Position of City Manager.**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Employment Agreement with Edgar Cisneros for the position of City Manager; and
2. Authorize the Mayor to execute the Employment Agreement.

Interim City Manager Ornelas presented the item.

Council Member Amezquita stated there will be a discussion.

**Motion:** Vice Mayor Ortiz moved to approve Employment Agreement with Edgar Cisneros for the position of City Manager and authorized the Mayor to execute the Employment Agreement, seconded by Council Member Sanabria. Motion passed 4 to 1, by the following vote:

#### ROLL CALL:

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

NOES: Council Member(s): Amezquita

Council Member Amezquita began to discuss.

Mayor Macias questioned if a discussion can proceed after roll call was taken.

City Attorney Alvarez-Glasman stated it is at Councils discretion to allow discussion after roll call and suggested to allow discussion to move forward.

Council Member Amezquita noted the process that other City's take.

Mayor Macias noted Roberts Rules of Order process.

Council Member Amezquita commented on the discussion portion after a first and a second and wants the opportunity to discuss an item. He commented on Mr. Cisneros time in this type of business.

## **COMMUNITY DEVELOPMENT**

### **6. Approve Resolution Appropriating \$215,000 of CalTrans Environmental Justice Transportation Planning Grant Funds for Costs Associated with the City's Complete Streets, Pedestrian and Bicycle Plan**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-42, appropriating \$215,000 of Caltrans Environmental Justice Transportation Planning Grant Funds for costs associated with the City's Complete Streets, Pedestrian and Bicycle Plan; and
2. Authorize appropriation of \$215,000 Fiscal Year 2015-16 Budget.

Interim City Manager Ornelas presented the item.

Council Member Pineda questioned when the plan was proposed and if the City will be refunded.

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

Interim City Manager Ornelas stated the project was funded from last Fiscal Year 2014-2015 and it has been ongoing for approximately year and a half ago. Mr. Ornelas stated the City will be refunded.

**Motion:** Council Member Sanabria motioned to adopt Resolution No. 2015-42, appropriating \$215,000 of Caltrans Environmental Justice Transportation Planning Grant Funds for costs associated with the City's Complete Streets, Pedestrian and Bicycle Plan and authorized appropriation of \$215,000 Fiscal Year 2015-16 Budget seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Pineda, Sanabria, Vice Mayor Ortiz  
and Mayor Macias

NOES: Council Member(s): None

## **FINANCE**

### **7. Approve Second Amendment to Professional Services Agreement (PSA) with LAN WAN Enterprises Inc.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve second amendment to professional services agreement (the "Amended Agreement") with LAN WAN Enterprises Inc. ("LAN WAN") for the addition of network support and maintenance services for the Police Department;
2. Authorize the Interim City Manager to execute the Amended Agreement;
3. Authorize the Interim Finance Director to make an additional appropriation of \$104,800 for services under the Amended Agreement; and
4. If approved, direct staff to issue RFP for IT services in July, 2016.

Interim City Manager Ornelas presented the item adding that services are needed to continue. Mr. Ornelas explained that LAN WAN had to take over service at the Police Department when the previous provider was let go and due to the amount of work performed by LAN WAN and the security involved, funds were expended, therefore the request to amend the contract.

Council Member Amezquita noted correction to the July date from "2015" to "2016."

Mayor Macias questioned if the \$104,800 can be negotiated.

Interim City Manager Ornelas stated that LAN WAN was needed to secure services for the Police Department which included much needed upgrades to the systems, also noting that the City couldn't take a chance in the disruption of security and the risk of the FBI shutting it down.

Council Member Amezquita suggested bonds be required so that in cases like the previous provider when it was needed to let them go.

Vice Mayor Ortiz asked for clarification with regards to the amount being appropriated from the general fund and if it's to cover IT services for the City including City Hall and Police Department.

Interim City Manager Ornelas stated no that the previous provider ALVAKA did charge the city from July 1 through the next few months plus back pay which took away from the \$104,800 amount.

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

Interim Finance Director Mazyck stated the \$15,600 per month amount is specifically for the Police Department. The contract relative to City Hall services this number hasn't changed. Ms. Mazyck stated she had spoken to Chief Lozano and discussed moving around funds and is hopeful they can locate other funds where the appropriation may not be needed and will report back.

Mayor Macias stated, given this information, suggested the item be brought back with the information.

Interim Finance Director Mazyck agreed that this item can be brought back with the information.

Council Member Pineda had suggested Chief of Police review their budget to find the funds.

Chief of Police Lozano stated he had reviewed the Police Departments budget with Ms. Mazyck and is confident the cost can be covered through other funds that have been appropriated to the Police Department as well as grant funds. Chief Lozano reiterated the service by LAN WAN was extremely important to continue and upgrade the systems and would be highly risky to bring in another service provider at this time.

Vice Mayor Ortiz noted the service they are providing is great and also recommended tabling the item for further information.

Council Member Amezcua questioned if someone would be monitoring the contract and the services provided.

Interim City Manager Ornelas informed Council that there is someone providing oversight with any new contract.

Assistant City Manager Cisneros pointed out that there were a lot of one-time costs for this service but that staff will be looking for cost savings.

**Motion:** Vice Mayor Ortiz moved to table item to next City Council Meeting in order to provide more information, seconded by Council Member Sanabria. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcua, Pineda, Sanabria, Vice Mayor Ortiz  
and Mayor Macias

NOES: Council Member(s): None

## **PARKS AND RECREATION**

### **8. Continued from 10-6-15, Approval of Expenditure for Holiday Decorations on Pacific Boulevard**

1. Authorize the use of City Art Funds budgeted in FY 2015/16 for the installation, removal, cleaning and storage of city-owned holiday decorations on Pacific Boulevard;
2. Review list of vendors and cost to provide installation, removal, cleaning and storage of city-owned holiday decorations; and
3. Authorize the Department of Parks and Recreation to use City Art Funds to solicit Dekra-Lite as a sole source provider for the installation, removal, cleaning and storage of city-owned holiday decorations and waive the formal bidding requirements, allowable under Huntington Park Municipal Code, section 2-2.12(i).

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

Interim City Manager Ornelas presented the item and introduced Parks & Recreation Director Josette Espinosa who explained that more information is being provided and spoke in support of staff's recommendations.

Council Member Sanabria questioned if the decorations would be up before the parade and when. Ms. Espinosa stated yes before November 21<sup>st</sup>.

Mayor Macias questioned if Dekra-Lite and/or another provider can install the decoration. Ms. Espinosa stated yes Dekra-Lite can but that the other provider doesn't preserve or refurbish, they can put up and take down and for an additional cost they can refurbish.

Council Member Sanabria questioned when decorations were last purchased for the city. Ms. Espinosa stated two years ago.

Council Member Sanabria questioned if there would be future purchases. Ms. Espinosa stated yes using the City's Art Fund. It is probable for next year

Council Member Sanabria stated in case there are no funds we can still use the current decoration. Ms. Espinosa stated yes these can still be used as well as other decorations that were previously purchased.

Mayor Macias questioned if the previous decorations will be put up. Ms. Espinosa stated yes these can be put up.

Vice Mayor Ortiz mentioned the difference between Magical Designs and Dekra-Lite is \$1,602, which DEKRA-Lite would be refurbishing, cleaning etc. Ms. Espinosa stated correct.

Council Member Sanabria feels its making an investment now to prolong the decorations.

**Motion:** Council Member Sanabria moved to approve authorization for the use of City Art Funds budgeted in FY 2015/16 for the installation, removal, cleaning and storage of city-owned holiday decorations on Pacific Boulevard and authorized the Department of Parks and Recreation to use City Art Funds to solicit Dekra-Lite as a sole source provider for the installation, removal, cleaning and storage of city-owned holiday decorations and waive the formal bidding requirements, allowable under Huntington Park Municipal Code, section 2-2.12(i), seconded by Vice Mayor Ortiz. Motion passed by the following vote:

### ROLL CALL:

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

### POLICE

#### **9. Approval of Ordinance Amending Chapter 1 of Title 6 of the Huntington Park Municipal Code, Regarding Regulations of Dogs**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive further reading and introduce Ordinance No. 944-NS, Amending Ordinance No. 1394 NS and Repealing and Replacing Article 2. of Title 6, Chapter 1, Relating to Regulations of Dogs;
2. Schedule adoption of said ordinance for the November 3, 2015, City Council Meeting;
3. Amend the City Fee Schedule to include a reduced dog license fee for dog owners who provide proof of micro-chipping and micro-chipping registration; and

**REGULAR AGENDA Item 9 (continued)**

4. If approved, direct staff to prepare documents and proceed with a protocol for barking dogs and establish a permit process and appeal hearing procedure for dangerous dogs.

Interim City Manager Ornelas presented the item.

**Motion:** Vice Mayor Ortiz moved to waive further reading and introduced Ordinance No. 944-NS, Amending Ordinance No. 1394 NS and Repealing and Replacing Article 2. of Title 6, Chapter 1, Relating to Regulations of Dogs, schedule adoption of said ordinance for the November 3, 2015, City Council Meeting, amend the City Fee Schedule to include a reduced dog license fee for dog owners who provide proof of micro-chipping and micro-chipping registration and direct staff to prepare documents and proceed with a protocol for barking dogs and establish a permit process and appeal hearing procedure for dangerous dogs, seconded by Council Member Sanabria. Motion passed 4 to 1, by the following vote:

ROLL CALL:

AYES: Council Member(s): Pineda, Sanabria, Vice Mayor Ortiz  
and Mayor Macias  
NOES: Council Member(s): Amezquita

**10. Approve Request for Purchase of One Police Department Investigations Division Unmarked Vehicle and Supplementary Equipment**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the request to purchase and equip one new Police Department Investigations Division unmarked vehicle from Glendora Dodge Chrysler Jeep Ram; and
2. Authorize the Chief of Police to purchase the vehicle and associated equipment.

Interim City Manager Ornelas presented the item and introduced Chief of Police Cosme Lozano who gave a brief overview of staff's recommendations.

**Motion:** Vice Mayor Ortiz moved to approve the request to purchase and equip one new Police Department Investigations Division unmarked vehicle from Glendora Dodge Chrysler Jeep Ram and authorized the Chief of Police to purchase the vehicle and associated equipment, seconded by Council Member Sanabria. Motion passed by the following vote:

ROLL CALL:

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

**11. Approve Release of 2014 Community Oriented Policing Services (COPS) Grant Funds**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve release of funding for the 2014 Community Oriented Policing Services Grant Program from the United States Department of Justice, Office of Community Oriented Policing Services; and
2. Authorize the Chief of Police to execute the release of the funds.

Chief of Police Lozano presented the item.

## **REGULAR AGENDA Item 11 (continued)**

Mayor Macias asked the Chief of Police to elaborate on the recommendation. Chief Lozano explained that the grant provides for \$41,000 per Officer for three years, after further review, after the three years, the City would have to maintain the positions for an additional year without any grant funding.

Council Member Pineda questioned if the city was to accept the funding it would be required by law to pay for the additional year. Chief Lozano stated yes.

**Motion:** Vice Mayor Ortiz moved to approve release of funding for the 2014 Community Oriented Policing Services Grant Program from the United States Department of Justice, Office of Community Oriented Policing Services and authorized the Chief of Police to execute the release of the funds, seconded by Council Member Sanabria. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Pineda, Sanabria, Vice Mayor Ortiz and Mayor Macias

NOES: Council Member(s): None

### **12. Authorization to Enter into an Interagency Memorandum of Understanding (MOU) with the Asian Pacific American Dispute Resolution Center (APADRC)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the MOU between the Asian Pacific American Dispute Resolution Center (APADRC) and the City of Huntington Park Police Department (HPPD); and
2. Authorize the Mayor and the Chief of Police to execute the MOU.

Chief of Police Lozano presented the item.

Council Member Sanabria clarified that this is an additional service to our residence at no cost. Chief Lozano stated yes.

**Motion:** Council Member Sanabria motioned to approve the MOU between the Asian Pacific American Dispute Resolution Center (APADRC) and the City of Huntington Park Police Department (HPPD) and authorized the Mayor and the Chief of Police to execute the MOU, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Pineda, Sanabria, Vice Mayor Ortiz and Mayor Macias

NOES: Council Member(s): None

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

**WRITTEN COMMUNICATIONS** - None

## **COUNCIL COMMUNICATIONS**

Council Member Valentin Palos Amezcuita, questioned who is assigned city vehicles noting one was parked in City Council parking, commented on the procedure for allowing Council Members to discuss items before taking action, announced he was in Sacramento and participated in Central Basin and Metropolitan Water District (MWD) inspection tour for State Water Projects and invited his colleagues to participate, welcomed Mr. Cisneros as new City Manager noting future projects he's looking forward to working with him on, noted the U.S. losing to Mexico in soccer and congratulated their fans.

## **COUNCIL COMMUNICATIONS (continued)**

Council Member Jhonny Pineda, thanked staff for all their support, announced he has attended various water briefings and will be attending one on Friday in the City of Vernon, commented on traveling out of town for conferences and costs to City, noted the Halloween event, learned that there is a requirement of showing a Movie and thanked everyone in attendance.

Council Member Marilyn Sanabria, announced she enjoyed playing in the softball tournament acknowledging the appreciation to staff. Ms. Sanabria announced the Halloween event on October 31<sup>st</sup> and invited the community to attend, thanked Chief of Police and the Parks & Recreation Director for the new Public Park Safety Program stated she has received a lot of positive feedback and congratulated Mr. Cisneros on his newly appointed position.

Vice Mayor Graciela Ortiz, thanked her colleagues, City staff for participating in the Softball tournament, acknowledged the "City Hallers" for practicing before the tournament, thanked Council Members: Sanabria, Pineda and Mayor Macias for sponsoring the lunch, thanked Commissioners and staff for participating in the tournament, thanked Chief of Police for his efforts and collaboration with the surround cities during the soccer event, congratulated Mr. Cisneros on his newly appointed position and is looking forward in continuing to work with him and thanked those in attendance.

Mayor Karina Macias, thanked everyone for participating in the softball tournament, appreciated everyone who played and the employees coming to the practices, thanked staff for all their support and Congratulated Mr. Cisneros on the appointment of City Manager and looks forward to working with him.

## **ADJOURNMENT**

At 10:17 p.m. Mayor Macias adjourned the City of Huntington Park City Council to a Regular City Council Meeting on Tuesday, November 3, 2015, at 6:00 P.M.

Respectfully submitted,

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Donna G. Schwartz, CMC, City Clerk



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(a) The minutes of the Council shall be kept by the City Clerk. The minutes shall be printed and filed in a permanent record book.

(b) The minutes shall include a record of all business discussed and all actions taken at regular or special meetings of the Council.

**SECTION 2.** The following information shall be reflected in the Action Minutes:

1. Date, hour, and place of meeting
2. Name of the body
3. Regular, Adjourned, or Special meeting
4. Names of the members in attendance; if a member arrives late or departs before adjournment, the minutes should reflect the time of arrival and/or departure at that point in the minutes
5. Description of items
6. A listing of speakers, referencing the subject matter addressed, whether they spoke for or against the matter under discussion.
7. A statement of action (motion) and how the members voted
8. Other information expressly requested by the body during the applicable meeting
9. Adjournment time and whether the meeting was adjourned to another time

**SECTION 3.** With respect to hearings, the Action Minutes shall include:

1. Ensure required notice was given and that the hearing was held at the time and place specified in the notice (if such information is not incorporated in the staff report, ordinance, or resolution)
2. Provide reference to any written evidence in the form of statements, affidavits, reports, photographs, maps, correspondence, or other objects filed at the hearing and included as part of the record
3. Names of the people who spoke and whether their testimony was for or against the hearing subject
4. Findings of the body (if the findings are not incorporated in the ordinance, resolution, or staff report adopted/approved as a result of the hearing).
5. A statement of action (motion) and how the members voted
6. Other information expressly requested by the body during the applicable meeting
7. The date, time, and place of the hearing if it is continued.

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<sup>1</sup> The City Council also sits as the Successor Agency to the Community Development Commission and Huntington Park Public Financing Authority. Records for these entities will be prepared and managed in the same way as records for the City Council.

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**SECTION 4.** A copy of the video recording(s) of the City Council meetings would still be available to the public for a minimum of four (4) years.

**SECTION 5.** This Ordinance shall take effect immediately after its final passage by the City Council

**SECTION 6.** The City Clerk shall certify to the passage of this Ordinance.

**PASSED, APPROVED AND ADOPTED** this 3rd day of November, 2015.

\_\_\_\_\_  
Karina Macias  
Mayor

ATTEST:

\_\_\_\_\_  
Donna G. Schwartz, CMC  
City Clerk

## City of Huntington Park List of Funds

<b>Fund</b>	<b>Description</b>	<b>Fund</b>	<b>Description</b>
111	General Fund	240	HUD EZ/EC Soc Sec Block
112	Waste Collection/Disposal	242	HUD Home Program
114	Spec Events Contrib Rec	243	HUD 108 B03MC060566
115	Contingency Fund	245	EPA Brownfield
120	Special Revenue DNA ID	246	LBPHCP-Lead Base
121	Special Revnu Welfare Inm	247	Neighborhood Stabilization
150	Emergency Preparedness	248	Homelessness Prevention
151	Economic Development	249	Dept of Toxic Substances
212	P & R Grants	250	DTSC Grant
213	Park Facilities	275	Successor Agency
214	Recreation Field Charter	283	Sewer Maintenance Fund
215	Trees for A Better Environment	285	Solid Waste Mgmt Fund
216	Employees Retirement Fund	286	Illegal Disposal Abatemnt
217	OPEB	287	Solid Waste Recycle Grant
219	Sales Tax-Transit Fund A	334	Ped/Bike Path Fund
220	Sales Tax-Transit C	349	Capital Improvement Fund
221	State Gasoline Tax Fund	475	Public Financng Authority
222	Measure R	533	Business Improv Dist Fund
223	Local Origin Program Fund	535	Strt Lght & Lndscp Assess
224	Office of Traffc & Safety	681	Water Department Fund
225	Cal Cops Fund	741	Fleet Maintenance
226	Air Quality Improv Trust	745	Worker's Compensation Fnd
227	Offc of Criminal Justice	746	Employee Benefit Fund
228	Bureau of Justice Fund	748	Veh & Equip Replacement
229	Police Forfeiture Fund	779	Deferred Comp. Trust Fund
230	Homeland Security Fund	800	Pooled Cash
231	Parking System Fund	801	Pooled Cash Fund
232	Art in Public Places Fund	802	Pooled Interest
233	Bullet Proof Vest Grant		
234	Congressional Earmark		
235	Federal Street Improvmnt		
237	Community Planning		
239	Federal CDBG Fund		

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 11-03-15**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AAA ELECTRICAL SUPPLY INC	108864-00	535-8016-431.61-45	Street Lighting Supplies	98.47	N
	108820-00	111-6022-451.43-10	Buildings - O S & M	635.88	N
	108855-00	111-6022-451.43-10	Buildings - O S & M	1,004.06	N
				<b>1,738.41</b>	
ADAPT CONSULTING, INC.	21989B	287-8057-432.61-20	Dept Supplies & Expense	1,972.54	N
				<b>1,972.54</b>	
ADMIN SURE	8924	745-9030-413.33-70	Contractual Srv 3rd Party	7,080.40	N
				<b>7,080.40</b>	
ADMINISTRATIVE SERVICES COOP, INC.	326302	219-0250-431.56-45	Dial-A-Ride (All City)	67,159.04	N
				<b>67,159.04</b>	
ALL CITY MANAGEMENT SERVICES	40540	111-7022-421.56-41	Contract/Other	5,030.92	N
				<b>5,030.92</b>	
AMERI PRIDE UNIFORM SERVICES INC	1401209279	111-8020-431.61-20	Dept Supplies & Expense	116.44	N
	1401219769	111-8020-431.61-20	Dept Supplies & Expense	297.96	N
	1401209279	741-8060-431.61-20	Dept Supplies & Expense	30.98	N
	1401219769	741-8060-431.61-20	Dept Supplies & Expense	30.98	N
				<b>476.36</b>	
APPLIANCE PARTS SPECIALIST	0489	111-7020-421.43-10	Buildings - O S & M	325.00	N
				<b>325.00</b>	
ASSOCIATED OF LOS ANGELES, INC.	S1099972.001	535-8016-431.61-45	Street Lighting Supplies	834.94	N
				<b>834.94</b>	
AT&T	7136516	111-9010-419.53-10	Telephone & Wireless	3,433.19	N
	7136517	111-9010-419.53-10	Telephone & Wireless	1,819.28	N
	7121247	111-9010-419.53-10	Telephone & Wireless	1,004.60	N
	7136519	111-9010-419.53-10	Telephone & Wireless	127.91	N
				<b>6,384.98</b>	
AT&T MOBILITY	870062392X10142	111-7010-421.53-10	Telephone & Wireless	800.72	N
	993625860X10142	111-7010-421.53-10	Telephone & Wireless	3,185.97	N
				<b>3,986.69</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 11-03-15**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AT&T PAYMENT CENTER	9/7/15-10/6/15	111-7010-421.53-10	Telephone & Wireless	312.62	N
	10/7/2015	111-7010-421.53-10	Telephone & Wireless	66.28	N
	10/7/15-11/6/15	111-9010-419.53-10	Telephone & Wireless	80.95	N
	10/7/15-11/6/15	111-9010-419.53-10	Telephone & Wireless	195.47	N
	10/7/15-11/6/15	111-9010-419.53-10	Telephone & Wireless	101.26	N
	10/7/15-11/6/15	111-9010-419.53-10	Telephone & Wireless	33.28	N
	10/7/15-11/6/15	111-9010-419.53-10	Telephone & Wireless	33.28	N
	10/7/15-11/6/15	111-9010-419.53-10	Telephone & Wireless	33.28	N
	10/7/15-11/6/15	111-9010-419.53-10	Telephone & Wireless	33.28	N
				<b>889.70</b>	
CALIFORNIA FRAME & AXLE	35045	741-8060-431.43-20	Vehicles - O S & M	1707.91	Y
	35171	741-8060-431.43-20	Vehicles - O S & M	319.02	Y
				<b>2,026.93</b>	
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 10/11/15	802-0000-217.30-10	PERS	33,255.30	N
	PPE 10/11/15	802-0000-218.10-10	PERS Employer	29,372.28	N
	PPE 10/11/15	802-0000-218.10-10	PERS Employer	40,796.09	N
				<b>103,423.67</b>	
CALPERS	1868	802-0000-217.50-10	Health Insurance	143,183.95	N
	100000014627439	111-7010-421.24-50	Unfunded Pers Contr-Sworn	83,930.00	N
	1868	746-0213-413.56-41	Contractual Srvc - Other	450.90	N
	1868	217-0230-413.28-00	Health Ins Premium	130,510.46	N
	1868	217-0230-413.56-41	Contractual Srvc - Other	450.89	N
				<b>358,526.20</b>	
CANON	15384635	111-9010-419.43-15	Financial Systems	786.90	N
				<b>786.90</b>	
CARLA ENRIQUETA TORRES GARCIA	55196/55277	111-6060-466.33-20	Contractual Srv Class	67.20	N
				<b>67.20</b>	
CDW GOVERNMENT, INC.	ZP17970	229-7010-421.74-10	Equipment	532.55	N
	ZP18686	239-7055-424.61-20	Dept Supplies & Expense	1,396.16	N
	ZP18686	239-7055-424.61-23	Neighborhood Improvement	465.38	N
				<b>2,394.09</b>	
CENTRAL BASIN MWD	HP-SEP15	681-8030-461.41-00	Water Resource/Purchase	138,488.63	N
				<b>138,488.63</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 11-03-15**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
CENTRAL BASIN WATER ASSN	11/05/2015	111-0110-411.58-19	Karina Macias	25.00	N
	11/05/2015	111-0210-413.59-15	Professional Development	25.00	N
				<b>50.00</b>	
CENTRAL FORD	263769	741-8060-431.43-20	Vehicles - O S & M	100.30	N
	263786	741-8060-431.43-20	Vehicles - O S & M	66.46	N
	263569	741-8060-431.43-20	Vehicles - O S & M	590.28	N
	262934	741-8060-431.43-20	Vehicles - O S & M	740.44	N
	262613	741-8060-431.43-20	Vehicles - O S & M	278.09	N
	262564	741-8060-431.43-20	Vehicles - O S & M	182.04	N
				<b>1,957.61</b>	
CENTRAL FORD	261011	741-8060-431.43-20	Vehicles - O S & M	277.36	Y
	261027	741-8060-431.43-20	Vehicles - O S & M	99.72	Y
	261006	741-8060-431.43-20	Vehicles - O S & M	240.5	Y
	261214	741-8060-431.43-20	Vehicles - O S & M	867.65	Y
	261282	741-8060-431.43-20	Vehicles - O S & M	281.21	Y
	261330	741-8060-431.43-20	Vehicles - O S & M	67.4	Y
	261418	741-8060-431.43-20	Vehicles - O S & M	69.98	Y
	261414	741-8060-431.43-20	Vehicles - O S & M	163.68	Y
	261437	741-8060-431.43-20	Vehicles - O S & M	466.42	Y
	261518	741-8060-431.43-20	Vehicles - O S & M	70.84	Y
	261633	741-8060-431.43-20	Vehicles - O S & M	289.79	Y
	261853	741-8060-431.43-20	Vehicles - O S & M	534.66	Y
	260269	741-8060-431.43-20	Vehicles - O S & M	165.19	Y
	260333	741-8060-431.43-20	Vehicles - O S & M	182.04	Y
	260411	741-8060-431.43-20	Vehicles - O S & M	242.77	Y
	259213	741-8060-431.43-20	Vehicles - O S & M	-275	Y
	259214	741-8060-431.43-20	Vehicles - O S & M	1030.28	Y
	259266	741-8060-431.43-20	Vehicles - O S & M	94.76	Y
	259557	741-8060-431.43-20	Vehicles - O S & M	717.12	Y
	259680	741-8060-431.43-20	Vehicles - O S & M	290.04	Y
	259697	741-8060-431.43-20	Vehicles - O S & M	207.39	Y
	C82850	741-8060-431.43-20	Vehicles - O S & M	40.96	Y
	259681	741-8060-431.43-20	Vehicles - O S & M	28.75	Y
				<b>6,153.51</b>	
CERRITOS DODGE INC	236592	741-8060-431.43-20	Vehicles - O S & M	5,230.00	N
	237134	741-8060-431.43-20	Vehicles - O S & M	-750.00	N
				<b>4,480.00</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 11-03-15**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
CHARTER COMMUNICATIONS	10/2-11/1/15	111-9010-419.53-10	Telephone & Wireless	680.00	N
				<b>680.00</b>	
CITY OF HUNTINGTON PARK - STANDARD	PPE 10-30-15	802-0000-217.50-70	Life, ADD, LT Disability	791.23	N
				<b>791.23</b>	
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 10-30-15	802-0000-217.60-50	Legal Sheild Plan	133.82	N
				<b>133.82</b>	
CITY OF VERNON	55032/55592	111-0000-228.20-00	Deposit Refund	500.00	N
				<b>500.00</b>	
CLINICAL LAB OF SAN BERNARDINO, INC	946186	681-8030-461.56-41	Contractual Srvc - Other	1,321.00	N
				<b>1,321.00</b>	
COMSERCO, INC.	73218	741-8060-431.56-41	Contractual Srvc - Other	1,002.00	N
				<b>1,002.00</b>	
CORCORAN QUALITY GRAPHICS, INC	2008	111-0210-413.56-41	Contractual Srvc - Other	5,008.00	N
				<b>5,008.00</b>	
COSME LOZANO	10/20/2015	746-0218-413.35-10	Tuition Assistance	1,500.00	N
				<b>1,500.00</b>	
CREDITRON CORPORATION	I10764	111-9010-419.43-15	Financial Systems	1,200.00	N
	I10764	681-3022-415.53-20	Postage	1,150.01	N
				<b>2,350.01</b>	
DAPPER TIRE CO.	42034582	741-8060-431.43-20	Vehicles - O S & M	622.28	Y
	42034761	741-8060-431.43-20	Vehicles - O S & M	-622.28	Y
	42034731	741-8060-431.43-20	Vehicles - O S & M	598.3	Y
	42038889	741-8060-431.43-20	Vehicles - O S & M	688.09	Y
	42155382	741-8060-431.43-20	Vehicles - O S & M	1430.63	Y
	42154621	741-8060-431.43-20	Vehicles - O S & M	431.1	Y
	42222135	741-8060-431.43-20	Vehicles - O S & M	310.37	Y
	42235672	741-8060-431.43-20	Vehicles - O S & M	449.71	Y
	42235827	741-8060-431.43-20	Vehicles - O S & M	233.77	Y
				<b>4,141.97</b>	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
DATAPROSE, INC.	DP1502700	681-3022-415.53-20	Postage	1,531.77	N
	DP1502700	681-3022-415.56-41	Contractual Srvc - Other	955.70	N
				<b>2,487.47</b>	
DE LAGE LANDEN	47445480	111-7010-421.44-10	Rent (Incl Equip Rental)	433.28	N
	47576082	111-9010-419.44-10	Rent ( Incl Equip Rental)	1,556.30	N
				<b>1,989.58</b>	
DEERE & COMPANY	114886829	226-9010-419.74-20	Vehicle Replacements	11,139.78	N
				<b>11,139.78</b>	
DELTA DENTAL	BE001326755	802-0000-217.50-20	Dental Insurance	8,623.41	N
	BE001360612	802-0000-217.50-20	Dental Insurance	7,914.36	N
	BE001357832	802-0000-217.50-20	Dental Insurance	3,351.85	N
				<b>19,889.62</b>	
DELTA DENTAL INSURANCE COMPANY	BE001324017	802-0000-217.50-20	Dental Insurance	3,351.85	N
				<b>3,351.85</b>	
DEPARTMENT OF ANIMAL CARE & CONTROL	10/15/2015	111-7065-441.56-41	Contractual Srvc - Other	10,239.41	N
				<b>10,239.41</b>	
DEPARTMENT OF CORONER	16ME0074	111-7030-421.56-41	Contract/Other	26.00	N
				<b>26.00</b>	
DEPARTMENT OF INDUSTRIAL RELATIONS	S 1300940 MR	111-8022-419.43-10	Buildings - O S & M	675.00	N
				<b>675.00</b>	
DEPARTMENT OF JUSTICE	123524	111-7030-421.56-41	Contract/Other	450.00	N
				<b>450.00</b>	
DUNCAN PARKING TECHNOLOGIES	DPT023761	231-7060-421.61-20	Dept Supplies & Expense	391.00	N
				<b>391.00</b>	
EDNA ANCHONDO	52677/55125	111-0000-228.20-00	Deposit Refund	250.00	N
				<b>250.00</b>	
ENTERPRISE FM TRUST	FBN2872781	226-9010-419.74-20	Vehicle Replacements	1,266.81	N
	FBN2872781	229-7010-421.74-10	Equipment	680.02	N
				<b>1,946.83</b>	

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EXPERT ROOTER	91672	111-7020-421.43-10	Buildings - O S & M	88.00	N
	91680	111-6022-451.43-10	Buildings - O S & M	88.00	N
				<b>176.00</b>	
F&A FEDERAL CREDIT UNION	PPE 10-30-15	802-0000-217.60-40	Credit Union	15,156.50	Y
				<b>15,156.50</b>	
FACTORY MOTOR PARTS CO.	12-1992071	741-8060-431.43-20	Vehicles - O S & M	205.16	N
	12-1972633	741-8060-431.43-20	Vehicles - O S & M	113.31	N
	12-1970743	741-8060-431.43-20	Vehicles - O S & M	274.19	N
	64-Z02096	741-8060-431.43-20	Vehicles - O S & M	-145.44	N
	64-Z02097	741-8060-431.43-20	Vehicles - O S & M	577.44	N
				<b>1,024.66</b>	
FARMER JOHN	54386/55623	111-0000-228.20-00	Deposit Refund	200.00	N
				<b>200.00</b>	
FEDEX	5-194-35424	111-3010-415.61-20	Dept Supplies & Expense	34.90	N
				<b>34.90</b>	
FIRST BAPTIST CHURCH OF	55420/55591	111-0000-228.20-00	Deposit Refund	75.00	N
				<b>75.00</b>	
FIRST CHOICE SERVICES	510248	111-9010-419.61-20	Dept Supplies & Expense	66.56	N
				<b>66.56</b>	
GALLS	BC0197310	229-7010-421.74-10	Equipment	454.06	N
				<b>454.06</b>	
GARCIA, ESTHER	3773-1416	681-0000-228.70-00	Water Deposit Refund	20.00	N
				<b>20.00</b>	
GARDA CL WEST, INC.	10089011	111-9010-419.33-10	Bank Services	636.65	N
	10084363	111-9010-419.33-10	Bank Services	636.65	N
	20019459	111-9010-419.33-10	Bank Services	2.25	N
				<b>1,275.55</b>	
GARY M. STEWART M.D.	10/7/15	745-9030-413.56-41	Contractual Srvc - Other	400.00	N
				<b>400.00</b>	
GATEWAY CITIES COUNCIL OF	15161014COG	220-8010-431.56-68	I 710 Improvement	21,000.00	N
				<b>21,000.00</b>	

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GENE'S MUFFLERS	9186	741-8060-431.43-20	Vehicles - O S & M	558.56	N
				<b>558.56</b>	
HDL COREN & CONE	21973-IN	111-9010-419.56-41	Contractual Srvc - Other	1,440.52	N
				<b>1,440.52</b>	
HOME DEPOT - PUBLIC WORKS	263186	111-8010-431.61-21	Materials	707.44	N
	7263250	111-8010-431.61-21	Materials	21.09	N
	1263338	111-8010-431.61-21	Materials	180.48	N
	263350	111-8010-431.61-21	Materials	101.37	N
	4263429	111-8010-431.61-21	Materials	318.98	N
	4263436	535-8016-431.61-45	Street Lighting Supplies	43.25	N
	6263402	111-7020-421.43-10	Buildings - O S & M	141.66	N
	8263513	111-8020-431.43-10	Buildings - O S & M	25.03	N
	3263289	111-6022-451.43-10	Buildings - O S & M	160.23	N
	6263403	111-6022-451.43-10	Buildings - O S & M	69.75	N
	8263514	111-6022-451.43-10	Buildings - O S & M	14.43	N
	8263508	741-8060-431.43-20	Vehicles - O S & M	58.82	N
	263352	535-6090-452.61-20	Dept Supplies & Expense	37.47	N
	6263543	535-6090-452.61-20	Dept Supplies & Expense	74.11	N
				<b>1,954.11</b>	
IMPREMEDIA OPERATING COMPANY LLC	2242398	111-0110-411.61-20	Dept Supplies & Expense	341.25	N
	2242398	111-1010-411.54-00	Advertising/Publication	341.25	N
				<b>682.50</b>	
INTER VALLEY POOL SUPPLY, INC	81229	681-8030-461.41-00	Water Resource/Purchase	244.92	N
	81230	681-8030-461.41-00	Water Resource/Purchase	243.68	N
	80636	681-8030-461.41-00	Water Resource/Purchase	250.22	N
				<b>738.82</b>	
JACK'S MUFFLER SERVICE	6986	741-8060-431.43-20	Vehicles - O S & M	512.40	N
				<b>512.40</b>	
JCL TRAFFIC	81479	221-8012-429.61-20	Dept Supplies & Expense	997.35	N
	81478	221-8012-429.61-20	Dept Supplies & Expense	651.28	N
				<b>1,648.63</b>	
JOEL GORDILLO	OCTOBER 2015	111-0210-413.56-41	Contractual Srvc - Other	1,650.00	N
				<b>1,650.00</b>	

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KAFCO SALES CO.	395195	111-8010-431.61-21	Materials	105.73	N
				<b>105.73</b>	
KEYSTONE UNIFORM DEPOT	073272	111-7010-421.61-20	Dept Supplies & Expense	57.72	N
				<b>57.72</b>	
KONICA MINOLTA PREMIER FINANCE	288143878	111-7040-421.44-10	Rent (Incl Equip Rental)	1,263.76	N
				<b>1,263.76</b>	
KURT J. CAMP	HP00079	111-7030-421.56-41	Contract/Other	450.00	N
				<b>450.00</b>	
LA COUNTY SHERIFF'S DEPT	160989SS	111-7022-421.56-41	Contract/Other	1,231.85	N
				<b>1,231.85</b>	
LAN WAN ENTERPRISE, INC	53246	111-7010-421.56-41	Contract/Other	199.44	N
	53159	111-7010-421.56-41	Contract/Other	624.65	N
	53252	111-7010-421.56-41	Contract/Other	1,476.29	N
	53253	111-7010-421.56-41	Contract/Other	1,350.57	N
	53438	111-7010-421.56-41	Contract/Other	167.54	N
	53411	111-7010-421.56-41	Contract/Other	1,302.45	N
	53412	111-7010-421.56-41	Contract/Other	9,060.00	N
	53567	111-7010-421.56-41	Contract/Other	5,340.00	N
	53442	111-7010-421.56-41	Contract/Other	6,660.00	N
	53517	111-7010-421.56-41	Contract/Other	4,800.00	N
	53165	111-7010-421.56-41	Contract/Other	3,170.16	N
53147	111-7010-421.56-41	Contract/Other	17,400.00	N	
				<b>51,551.10</b>	
LANDCARE USA, LLC	8009831	231-3024-415.56-41	Contractual Svc - Other	2,214.76	N
	8009831	111-8095-431.56-60	Contract Landscape Mantnc	17,043.98	N
				<b>19,258.74</b>	
LB JOHNSON HARDWARE CO #1	676247	111-8020-431.43-10	Buildings - O S & M	13.07	N
				<b>13.07</b>	
LGP EQUIPMENT RENTALS INC	35694	111-8010-431.61-21	Materials	736.24	N
	35783	111-8010-431.61-21	Materials	465.65	N
	35913	111-8010-431.61-21	Materials	373.20	N
				<b>1,575.09</b>	

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LILIANA GARCIA	4676	111-7010-421.61-20	Dept Supplies & Expense	10.50	N
	7128	111-7010-421.61-20	Dept Supplies & Expense	23.62	N
	000000	111-7010-421.61-20	Dept Supplies & Expense	17.98	N
				<b>52.10</b>	
LOGAN SUPPLY COMPANY, INC.	85655	535-8016-431.61-45	Street Lighting Supplies	112.18	N
	85536	111-8020-431.43-10	Buildings - O S & M	248.90	N
				<b>361.08</b>	
LOURDES GONZALEZ	32026923	111-0000-351.10-10	Citation Refund	77.50	N
				<b>77.50</b>	
MARIA VENTURA	52849/55593	111-0000-228.20-00	Deposit Refund	500.00	N
				<b>500.00</b>	
MAYWOOD MUTUAL WATER COMPANY, NO. 1	10/01/2015	283-8040-432.56-41	Contractual Srvc - Other	1,200.00	N
				<b>1,200.00</b>	
MICHAEL GALLEGOS	11/9-11/13/15	111-7010-421.59-20	Professional Develop Post	250.00	N
	11/9-11/13/15	111-7010-421.59-20	Professional Develop Post	703.56	N
				<b>953.56</b>	
MUNISERVICES, LLC	38939	111-3013-415.56-41	Contractual Srvc - Other	4,788.48	N
				<b>4,788.48</b>	
NAPA PARTS WHOLESALE	135967	741-8060-431.43-20	Vehicles - O S & M	16.86	Y
	136235	741-8060-431.43-20	Vehicles - O S & M	75.46	Y
	136187	741-8060-431.43-20	Vehicles - O S & M	209.28	Y
	136265	741-8060-431.43-20	Vehicles - O S & M	29.52	Y
	136751	741-8060-431.43-20	Vehicles - O S & M	69.73	Y
	136536	741-8060-431.43-20	Vehicles - O S & M	87.19	Y
	135796	741-8060-431.43-20	Vehicles - O S & M	56.48	Y
	135903	741-8060-431.43-20	Vehicles - O S & M	33.81	Y
	134934	741-8060-431.43-20	Vehicles - O S & M	78.13	Y
	1354103	741-8060-431.43-20	Vehicles - O S & M	31.59	Y
	133934	741-8060-431.43-20	Vehicles - O S & M	207.51	Y
	134073	741-8060-431.43-20	Vehicles - O S & M	327.65	Y
	132540	741-8060-431.43-20	Vehicles - O S & M	130.69	Y
	132121	741-8060-431.43-20	Vehicles - O S & M	170	Y
	132122	741-8060-431.43-20	Vehicles - O S & M	40.32	Y

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
NAPA PARTS WHOLESALE	131791	741-8060-431.43-20	Vehicles - O S & M	-27.53	Y
	131845	741-8060-431.43-20	Vehicles - O S & M	174.01	Y
	131770	741-8060-431.43-20	Vehicles - O S & M	904.18	Y
	130622	741-8060-431.43-20	Vehicles - O S & M	-42.39	Y
	131563	741-8060-431.43-20	Vehicles - O S & M	99.1	Y
	131481	741-8060-431.43-20	Vehicles - O S & M	76.52	Y
	133179	741-8060-431.43-20	Vehicles - O S & M	23.41	Y
	131480	741-8060-431.43-20	Vehicles - O S & M	173.31	Y
	133413	741-8060-431.43-20	Vehicles - O S & M	86.76	Y
	133537	741-8060-431.43-20	Vehicles - O S & M	75.23	Y
				<b>3,106.82</b>	
NATIONWIDE ENVIRONMENTAL SERVICES	26950	221-8010-431.56-41	Contractual Srvc - Other	28,186.15	N
	27019	221-8010-431.56-41	Contractual Srvc - Other	28,186.15	N
	26950	231-3024-415.56-41	Contractual Srvc - Other	6,829.30	N
	27019	231-3024-415.56-41	Contractual Srvc - Other	6,829.30	N
	26950	220-8070-431.56-41	Contractual Srvc - Other	2,401.15	N
	27019	220-8070-431.56-41	Contractual Srvc - Other	2,401.15	N
				<b>74,833.20</b>	
NEXUS IS, INC.	SVC0090517	111-7010-421.53-10	Telephone & Wireless	210.00	N
				<b>210.00</b>	
O'REILLY AUTO PARTS	2959-404195	741-8060-431.43-20	Vehicles - O S & M	110.33	N
	2959-404244	741-8060-431.43-20	Vehicles - O S & M	34.52	N
	2959-402311	741-8060-431.43-20	Vehicles - O S & M	14.49	N
	2959-403032	741-8060-431.43-20	Vehicles - O S & M	21.79	N
	2959-401930	741-8060-431.43-20	Vehicles - O S & M	661.05	N
	2959-400409	741-8060-431.43-20	Vehicles - O S & M	127.97	N
	2959-400420	741-8060-431.43-20	Vehicles - O S & M	145.02	N
	2959-400482	741-8060-431.43-20	Vehicles - O S & M	-172.79	N
	2959-400334	741-8060-431.43-20	Vehicles - O S & M	18.82	N
	2959-393876	741-8060-431.43-20	Vehicles - O S & M	46.17	N
	2959-392077	741-8060-431.43-20	Vehicles - O S & M	49.15	N
	2959-391723	741-8060-431.43-20	Vehicles - O S & M	201.89	N
	2959-391787	741-8060-431.43-20	Vehicles - O S & M	130.79	N
	2959-391585	741-8060-431.43-20	Vehicles - O S & M	120.21	N
	2959-389512	741-8060-431.43-20	Vehicles - O S & M	10.13	N

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O'REILLY AUTO PARTS	2959-388918	741-8060-431.43-20	Vehicles - O S & M	169.65	N
	2959-388842	741-8060-431.43-20	Vehicles - O S & M	-21.80	N
	2959-388806	741-8060-431.43-20	Vehicles - O S & M	65.56	N
	2959-388777	741-8060-431.43-20	Vehicles - O S & M	16.67	N
	2959-388815	741-8060-431.43-20	Vehicles - O S & M	15.98	N
	2959-388465	741-8060-431.43-20	Vehicles - O S & M	89.09	N
	2959-387856	741-8060-431.43-20	Vehicles - O S & M	20.81	N
	2959-387889	741-8060-431.43-20	Vehicles - O S & M	121.91	N
				<b>1,997.41</b>	
OK PRINTING DESIGN & DIGITAL PRINT	107	111-7010-421.61-20	Dept Supplies & Expense	72.70	N
	107	111-7040-421.61-31	Dept Supplies Records	144.50	N
				<b>217.20</b>	
ORANGE LINE DEVELOPMENT AUTHORITY	4	220-8010-431.56-41	Contractual Srvc - Other	14,124.23	N
	5	220-8010-431.56-41	Contractual Srvc - Other	11,910.50	N
				<b>26,034.73</b>	
ORIENTAL TRADING COMPANY, INC.	673691985-03	111-6020-451.61-35	Recreation Supplies	16.00	N
				<b>16.00</b>	
PAC HP HOLDINGS LLC	10/21/15	111-7022-421.44-10	Rent (Incl Equip Rental)	121.55	N
				<b>121.55</b>	
PACIFIC ALTERNATORS	5873	741-8060-431.43-20	Vehicles - O S & M	114.45	N
	5684	741-8060-431.43-20	Vehicles - O S & M	190.00	N
				<b>304.45</b>	
PARS	32377	111-9010-419.56-41	Contractual Srvc - Other	435.24	N
				<b>435.24</b>	
PITNEY BOWES INC.	549950	111-7040-421.56-41	Contract/Other	285.32	N
				<b>285.32</b>	
PRUDENTIAL OVERALL SUPPLY	50785829	111-7010-421.61-20	Dept Supplies & Expense	17.87	N
	50785830	111-8022-419.43-10	Buildings - O S & M	29.00	N
	50775723	111-8022-419.43-10	Buildings - O S & M	27.98	N
	50780842	111-8022-419.43-10	Buildings - O S & M	29.00	N
				<b>103.85</b>	

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PURCHASE POWER	10/11/2015	111-7040-421.56-41	Contract/Other	580.26	N
				<b>580.26</b>	
READYREFRESH	05J0030225171	111-3010-415.61-20	Dept Supplies & Expense	82.79	N
	15J0001984541	741-8060-431.43-20	Vehicles - O S & M	51.36	N
				<b>134.15</b>	
RICK CUIEL	11/21-11/24/15	111-7010-421.59-20	Professional Develop Post	819.81	N
				<b>819.81</b>	
RICOH AMERICAS CORP	47421184	111-6010-451.56-41	Contractual Srvc - Other	233.90	N
				<b>233.90</b>	
RICOH USA, INC.	5036966829	111-6010-451.56-41	Contractual Srvc - Other	186.87	N
				<b>186.87</b>	
RIO HONDO COLLEGE	F15-48-ZHPK	111-7010-421.59-20	Professional Develop Post	36.80	N
				<b>36.80</b>	
ROBERT MOLINA	HP-S0216	111-6030-451.61-35	Recreation Supplies	140.00	N
				<b>140.00</b>	
SAN DIEGO REGIONAL TRAINING CENTER	11/09-11/13/15	111-7010-421.59-20	Professional Develop Post	622.00	N
				<b>622.00</b>	
SARA CISNEROS	1-20-151252	111-6020-451.61-35	Recreation Supplies	659.92	N
				<b>659.92</b>	
SEAL MASTER OF SOUTHERN CALIFORNIA	22181	111-8010-431.61-21	Materials	872.00	N
				<b>872.00</b>	
SECURITAS SECURITY SERVICES USA INC	W4974182	111-7022-421.56-41	Other	962.50	N
				<b>962.50</b>	

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SHELL FLEET PLUS	79043758510	111-7010-421.61-20	Dept Supplies & Expense	1,488.64	N
				<b>1,488.64</b>	
SIDNEY ABRAHAM	333854	111-7030-421.61-20	Dept Supplies & Expense	580.79	N
				<b>580.79</b>	
SMART & FINAL	151161	111-6020-451.61-35	Recreation Supplies	96.03	N
	151677	111-6020-451.61-35	Recreation Supplies	22.65	N
	151168	111-6020-451.61-35	Recreation Supplies	4.35	N
	149976	111-0110-411.61-20	Dept Supplies & Expense	112.27	N
	149976	111-0210-413.61-20	Dept Supplies & Expense	31.05	N
				<b>266.35</b>	
SMART CHOICE ELECTRIC CO	16-00024320	111-0000-321.10-00	Business License Refund	60.00	N
	16-00024320	111-0000-321.10-20	Processing Fee Business	21.70	N
	16-00024320	111-0000-321.10-30	SB1186-Disability Access	1.00	N
				<b>82.70</b>	
SOUTH COAST AIR QUALITY MGMT DISTR.	2878504	681-8030-461.41-00	Water Resource/Purchase	1,241.18	N
	2880801	741-8060-431.43-20	Vehicles - O S & M	121.44	N
				<b>1,362.62</b>	
SOUTHERN CALIFORNIA EDISON	9/4/15-10/6/15	221-8014-429.62-10	Heat Light Water & Power	50.70	N
	9/3/15-10/5/15	111-7020-421.62-10	Heat Light Water & Power	8,500.95	N
	9/3/15-10/5/15	231-3024-415.62-10	Heat Light Water & Power	858.82	N
				<b>9,410.47</b>	
SPARKLETTS	4533656 101515	111-0110-411.61-20	Dept Supplies & Expense	14.01	N
	4533656 101515	111-0210-413.61-20	Dept Supplies & Expense	14.01	N
	4532412 101515	111-5010-419.61-20	Dept Supplies & Expense	27.41	N
	4532412 101515	239-5035-465.61-20	Dept Supplies & Expense	27.42	N
				<b>82.85</b>	
STACY MEDICAL CENTER	3160-13433	111-7022-421.56-15	Prisoner Medical Services	1,165.00	N
				<b>1,165.00</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 11-03-15**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
STAPLES ADVANTAGE	8036246287	111-0110-411.61-20	Dept Supplies & Expense	161.14	N
	8036246287	111-1010-411.61-20	Dept Supplies & Expense	263.86	N
	8036246287	111-3010-415.61-20	Dept Supplies & Expense	427.48	N
	10/14/15	111-6010-451.61-20	Dept Supplies & Expense	21.75	N
	177815420010336	111-6010-451.61-20	Dept Supplies & Expense	25.22	N
	8036246287	111-6010-451.61-20	Dept Supplies & Expense	78.97	N
	8036246287	111-7010-421.61-20	Dept Supplies & Expense	234.82	N
	8036246287	111-8010-431.61-21	Materials	229.70	N
	8036246287	681-3022-415.61-20	Dept Supplies & Expense	60.78	N
	8036246287	111-0230-413.61-20	Dept Supplies & Expense	317.16	N
	8036246287	111-7040-421.61-32	Dept Supplies Comm Center	196.30	N
	8036246287	239-7055-424.61-20	Dept Supplies & Expense	141.69	N
	59718	239-7055-424.61-23	Neighborhood Improvement	54.34	N
	3932	239-7055-424.61-23	Neighborhood Improvement	60.67	N
				<b>2,273.88</b>	
TEAM OUTFITTERS	6055	111-7010-421.61-21	Youth Services	297.03	N
				<b>297.03</b>	
TELEPACIFIC COMMUNICATIONS	71656193-0	111-9010-419.53-10	Telephone & Wireless	2,289.49	N
				<b>2,289.49</b>	
THE GAS COMPANY	9/9/15-10/8/15	111-7020-421.62-10	Heat Light Water & Power	284.15	N
	9/9/15-10/8/15	111-8020-431.62-10	Heat Light Water & Power	62.77	N
	9/9/15-10/8/15	111-6022-451.62-10	Heat Light Water & Power	206.58	N
	9/9/15-10/8/15	111-8022-419.62-10	Heat Light Water & Power	63.82	N
				<b>617.32</b>	
TIERRA WEST ADVISORS, INC	HP-0915	222-4010-431.56-41	Contractual Srvc - Other	12,270.00	N
				<b>12,270.00</b>	
TRANSTECH ENGINEERS, INC.	15101802	111-4010-431.56-62	Contract Engineer Service	4,280.89	N
	15101801	111-5010-419.56-49	Contract Bldng Inspection	14,273.51	N
				<b>18,554.40</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 11-03-15**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
TRIANGLE SPORTS	31769	111-6040-451.61-35	Recreation Supplies	1,199.00	N
				<b>1,199.00</b>	
U.S. BANK	PPE 10-30-15	802-0000-217.30-20	PARS	1,814.14	Y
	PPE 10-30-15	802-0000-217.30-20	PARS	2,457.27	Y
	PPE 10-30-15	802-0000-218.10-05	PARS EMPLOYER	11,151.45	Y
				<b>15,422.86</b>	
U.S. HEALTH WORKS	2793331-CA	111-0230-413.56-41	Contractual Srvc - Other	562.00	N
	2780395-CA	111-0230-413.56-41	Contractual Srvc - Other	744.00	N
				<b>1,306.00</b>	
UPS	F911X6405	111-7010-421.61-20	Dept Supplies & Expense	2.46	N
				<b>2.46</b>	
US BANK	4039499	216-3010-415.56-42	Trustee Fees	2,257.50	N
				<b>2,257.50</b>	
VALLARTA COLLISION & BODY SHOP INC.	4125	741-8060-431.43-20	Vehicles - O S & M	1,500.00	N
				<b>1,500.00</b>	
VESPER ENTERPRISES	1333-21278	681-0000-228.70-00	Deposit Refund	80.00	N
				<b>80.00</b>	
VIZANT TECHNOLOGIES, LLC	CITYHP-13	111-9010-419.33-10	Bank Services	44.09	N
				<b>44.09</b>	
VULCAN MATERIALS COMPANY	70903117	111-8010-431.61-21	Materials	341.16	N
	70908539	111-8010-431.61-21	Materials	681.69	N
	70906005	111-8010-431.61-21	Materials	876.28	N
				<b>1,899.13</b>	
WALTERS WHOLESALE ELECTRIC COMPANY	2000614-00	221-8014-429.61-20	Dept Supplies & Expense	236.84	N
	2001274-00	535-8016-431.61-45	Street Lighting Supplies	113.73	N
	2000648-00	535-8016-431.61-45	Street Lighting Supplies	525.61	N
	2000544-00	535-8016-431.61-45	Street Lighting Supplies	416.35	N
	2000654-00	111-6022-451.43-10	Buildings - O S & M	21.94	N
	2001218-00	111-8022-419.43-10	Buildings - O S & M	124.68	N
				<b>1,439.15</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
WR 11-03-15**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
WELLS FARGO	09/21/15	111-6020-451.61-35	Recreation Supplies	91.00	N
				<b>91.00</b>	
WELLS FARGO BANK-FIT	PPE 10-30-15	802-0000-217.20-10	Federal W/Holding	46,846.23	Y
				<b>46,846.23</b>	
WELLS FARGO BANK-MEDICARE	PPE 10-30-15	802-0000-217.10-10	Medicare	6,639.62	Y
				<b>6,639.62</b>	
WELLS FARGO BANK-SIT	PPE 10-30-15	802-0000-217.20-20	State W/Holding	16,110.73	Y
				<b>16,110.73</b>	
WEST GOVERNMENT SERVICES	832671194	111-7030-421.56-41	Contract/Other	437.67	N
				<b>437.67</b>	
WESTERN EXTERMINATOR COMPANY	3546201	111-7020-421.56-41	Other	48.00	N
	3546201	111-8020-431.56-41	Contractual Srvc - Other	64.50	N
	3546201	111-6022-451.56-41	Contractual Srvc - Other	438.50	N
	3546201	111-8022-419.56-41	Contractual Srvc - Other	47.00	N
	3546201	535-6090-452.56-60	Contract Landscape Labor	134.00	N
				<b>732.00</b>	
XEROX CORPORATION	081565178	111-8020-431.43-05	Office Equip - O S & M	130.68	N
	138621739	111-7030-421.44-10	Rent (Incl Equip Rental)	8.63	N
	081565178	681-8030-461.43-05	Office Equip - O S & M	130.68	N
	081565178	285-8050-432.43-05	Office Equip - O S & M	130.69	N
				<b>400.68</b>	
ZEE MEDICAL, INC.	140774123	111-6010-451.56-41	Contractual Srvc - Other	163.85	N
				<b>163.85</b>	
				<b>1,177,234.33</b>	



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2 **Article 2. Regulation of Dogs**

3 **Part 1 – General Provisions**

4 **6-1.201 – Definitions.**

5 For the purposes of this article, unless otherwise apparent from the context, certain words  
6 and phrases used in this article are defined as follows:

7 (a) “Animal Control Officer” refers to personnel of the Department or other  
8 person assigned by the Animal Control Manager to enforce the regulations in this article.

9 (b) “Animal Control Manager” means the police chief, or a designee thereof.  
10 “Animal Control Manager” shall also include the director, or a designee, of another City  
11 department or contract service provider that is approved by the City Manager and/or City Council  
12 to replace the Police Department in the future enforcement of this article.

13 (c) “At Large – Public Property” refers to a dog that is on City-owned real  
14 property (including but not limited to: roadways, alleys, parkways and sidewalks) that is not  
15 securely restrained by a substantial leash, cord, or chain of six feet or less and under the direct  
16 control of a competent person over the age of eighteen (18) years. “City-owned” includes real  
17 property the City leases that is open to the public and any private property on which the City has  
18 an easement that is otherwise open to the public.

19 (d) “At Large – Private Property” refers to a dog that is in a common area on a  
20 non-residential parcel of land or in a common area on a multi-residential parcel of land that: (i) is  
21 not securely restrained by a substantial leash, cord, or chain of six feet or less and under the direct  
22 control of a competent person over the age of eighteen (18) years; or, (ii) not kept in an enclosure  
23 that is sufficiently adequate to prevent it from endangering the life or limb of any person lawfully  
24 entering such parcel of land. As used herein, “common area” includes non-exclusive places on a  
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1 parcel of land that may be entered by: (i) occupants; or, (ii) guests and invitees of occupants; or,  
2 (iii) members of the public; or, (iv) persons intending to provide services to the owner or occupant  
3 of the property, examples of which include but are not limited to: letter carriers, couriers,  
4 repairpersons, waste collectors and/or utility representatives.

5 (e) "Barking" means sound or noise that a dog makes due to barking, baying,  
6 crying, growling, howling, yelping, whining, or in some other manner.

7 (f) "City" means the City of Huntington Park.

8 (g) "Code" means the Huntington Park Municipal Code.

9 (h) "County" means the County of Los Angeles.

10 (i) "Day" or "Days" as used in this article shall mean calendar day or calendar  
11 days, respectively, unless otherwise expressly provided. The time in which any act provided by  
12 law is to be done is calculated by excluding the first day and including the last, unless the last day  
13 is a City-observed holiday or falls on a weekend, and then it is also excluded.

14 (j) "Department" means the Police Department, or a division thereof, that is  
15 currently charged with enforcing the regulations in this article, except as otherwise provided for  
16 herein. "Department" shall also include another city department, or contract service provider, that  
17 the City Manager and/or the City Council assigns to take over enforcement duties of this article in  
18 the future.

19 (k) "Dog" means any domestic animal of any age or gender that is a member of  
20 the canine family.

21 (l) "Domestic Animal" means any animal tamed to live and breed in close  
22 association with human beings such that the animal loses its ability to live in the wild.

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(m) "Enclosure" means a barrier or structure suitable to confine a dog. Enclosures shall be designed to prevent the dog from escaping. The dog shall be housed pursuant to Section 597t of the California Penal Code, or a successor statute. Section 597t of the California Penal Code presently states as follows:

Every person who keeps an animal confined in an enclosed area shall provide it with an adequate exercise area. If the animal is restricted by a leash, rope, or chain, the leash, rope, or chain shall be affixed in such a manner that it will prevent the animal from becoming entangled or injured and permit the animal's access to adequate shelter, food, and water. Violation of this section constitutes a misdemeanor. This section shall not apply to an animal which is in transit, in a vehicle, or in the immediate control of a person.

(n) "Health Officer" means the County Health Officer or his or her authorized deputy, agent, or representative, or such other person as the City Manager and/or City Council shall designate in place of such County official.

(o) "Hearing Officer" means an employee of a City department other than the Police Department, or another person who is not a City employee, that the City Manager designates to hear appeals that are brought pursuant to this article.

(p) "Impound" or "Impounded" means a dog that has been placed in the custody and care of the Shelter, or another facility or place as approved in writing by the Animal Control Manager.

(q) "Kennel" means, any building, enclosure, facility, parcel, structure or premises whereon or wherein four (4) or more dogs that are over the age of four (4) months are kept, boarded or maintained for any commercial or noncommercial purpose. Pet stores/shops and

1 other establishments that offer dogs for sale or adoption, grooming establishments and veterinary  
2 offices/hospitals operated by veterinarians that comply with all provisions of the Code and State  
3 laws are excluded from the definition of a kennel. For purposes of ascertaining their number, the  
4 following shall be included: (i) dogs licensed to the kennel operator or owner as well as to other  
5 persons and, (ii) unlicensed dogs.

6 (r) "Keep," "Keeping" or "Kept" mean caring for, controlling, harboring,  
7 owning, possessing, having custody of or being responsible for a dog.

8 (s) "Licensing Authority" shall mean the City's Finance Director who is  
9 authorized or designated to issue dog licenses and tags to persons who have complied with this  
10 article. "Licensing Authority" may also include other City employees or contract service providers  
11 who are assigned by the City Manager and/or the City Council to perform these services.

12 (t) "Owner" means any human being or other person or entity that owns,  
13 harbors, cares for, controls, is responsible for, keeps, possesses, has custody of, or who has title to,  
14 or an interest in, a dog. Owners include their agents and representatives, as well as officers of  
15 corporations, managers or members of limited liability companies, trustees, partners and principals  
16 of entities that are owners.

17 (u) "Potentially Dangerous Dog" means any of the following:

18 (i) Any dog which, when unprovoked, on two separate occasions within  
19 the prior 36-month period, engages in any behavior that requires a defensive action by any person  
20 to prevent bodily injury when the person and the dog are off the property of its owner.

21 (ii) Any dog, which, when unprovoked and off the property of its  
22 owner, causes physical injury to a person that does not constitute a severe injury as defined in this  
23 article.

1 (iii) Any dog that has been declared by the City or any other Federal,  
2 State, or Municipal Agency or Animal Control service provider to be a “Potentially Dangerous  
3 Dog,” or other similar designation.

4 (v) “Service Dog” is a guide dog or seeing-eye dog which was trained by a  
5 person licensed under Chapter 9.5 (commencing with Section 7200) of Division 3 of the  
6 California Business and Professions Code, a signal dog or other dog individually trained to do  
7 work or perform tasks for the benefit of an individual with a disability, including, but not limited  
8 to, guiding individuals with impaired vision, alerting individuals with impaired hearing to  
9 intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair or fetching  
10 dropped items.  
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12 (w) “Shelter” means a City-approved facility with one or more locations where  
13 impounded dogs are kept and other services are, as approved by the City Manager or City Council,  
14 provided to dogs. Shelters may be contract service providers, whether government agencies or  
15 otherwise.  
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17 (x) “State” means the State of California.

18 (y) “Vaccination” or “vaccination against rabies” means the inoculation of a  
19 dog with a vaccine that has been approved by the California Department of Public Health, or  
20 another approved public agency or authority.

21 (z) “Veterinarian” means a person possessing a current license in the State of  
22 California or another state to practice veterinary medicine.  
23

24 (aa) “Vicious Dog” means any of the following:

25 (i) Any dog seized under Section 599aa of the Penal Code and upon the  
26 sustaining of a conviction of the owner under subdivision (a) of Section 597.5 of the Penal Code.

27 (ii) Any dog which, when unprovoked, inflicts severe injury on or kills a  
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1 human being or a domestic animal. As used herein, “Severe Injury” means any physical injury to  
2 a human being or domestic animal that results in muscle tears or lacerations, or that requires  
3 surgery, or that results in wounds needing to be closed or sealed, whether by sutures, staples or in  
4 some other manner.

5 (iii) Any dog that has been declared by the City or any other Federal,  
6 State, or Municipal agency or Animal Control service provider to be a “Vicious Dog” or other  
7 similar designation.

8 (iv) Any dog that has previously been determined to be potentially  
9 dangerous, which thereafter assaults, injures or severely injures another person or domestic  
10 animal.  
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13 **6-1.202 – Rules and Regulations.**

14 (a) The Licensing Authority is authorized to promulgate rules and regulations  
15 governing Part 2 of this article, which regulations shall have the force of law.

16 (b) The Animal Control Manager is authorized to promulgate rules and  
17 regulations governing Parts 1, 3, 4, 5 and 6 of this article, which rules and regulations shall have  
18 the force of law.

19 (c) Copies of regulations shall be available for inspection by the public in the  
20 Offices of the City Clerk, Licensing Authority, or Animal Control Manager during regular  
21 business hours.

22 (d) The Department may cause such rules and regulations to be posted on a  
23 City website for examination by the public.  
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**6-1.203 – Prohibitions.**

(a) No owner shall allow a dog to be at large on private property or on public property at any time.

(b) No owner shall keep or suffer any dog on premises in Huntington Park that has been determined to be vicious by the City or another jurisdiction.

(c) No owner shall keep or suffer any dog on premises in Huntington Park that has been determined to be potentially dangerous by another jurisdiction.

(d) No owner shall keep or suffer any dog on premises in excess of the number allowed pursuant to Title 9 [Zoning] of the Code.

(e) No owner shall cause, allow, permit or suffer a dog to defecate upon public property or private property not owned or possessed by the owner. No owner shall cause, allow, permit or suffer feces of its dog to remain upon any public property or private property. In such instances an owner shall immediately and securely enclose all feces deposited by the dog in a bag, wrapper, or other container and dispose of it in a lawful and sanitary manner. Failure of an owner to carry a bag, wrapper or container at the time his or her dog defecates is a violation of this subpart. Owners with impaired or no vision whose service dog defecates on public or private property not owned or possessed by them shall be exempt from this prohibition.

(f) No owner shall fail to comply with any requirement of this article, or violate any provision of this article, or otherwise violate any other provision of this Code pertaining to dogs.

(g) No owner shall fail to comply with any rule or regulation that is established pursuant to Section 6-1.202.

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(h) No owner or permit holder shall fail to comply with any condition that is imposed pursuant to this article.

(i) No owner shall fail to comply with any requirement of State or County law, or otherwise violate any provision of State or County law, that pertains to dogs.

**6-1.204 – Public Nuisance.**

Any violation of Section 6-1.203 constitutes an unlawful public nuisance. No owner shall cause, allow, maintain, or suffer a public nuisance, whether by action or inaction. The City may exercise any remedy allowed by law to abate a public nuisance.

**6-1.205 – Violations and Penalties.**

(a) Any person violating any provision of this article shall be guilty of a misdemeanor punishable in accordance with the provisions of Section 1-2.01 of the Code.

(b) Owners who cause, allow, maintain, or suffer a violation of Section 6-1.203 also incur civil liability. The City may initiate a civil and/or injunctive action in the Los Angeles Superior Court against any such owner.

(c) Owners who commit a violation of Section 6-1.203 are also subject to administrative fines imposed in accordance with Title 1, Chapter 5 [Administrative Citations] of the Code.

(d) Violations of Section 6-1.203 may also result in the revocation of dog licenses pursuant to Section 6-1.206.

(e) The City’s remedies are cumulative and may be concurrently exercised.

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**6-1.206 – Revocation of Dog License(s).**

(a) The Department may initiate an administrative action to seek a revocation of a dog license when it has cause to believe a violation of Section 6-1.203 has been committed, or may have been committed.

(b) The Department may seek to revoke an owner’s licenses for multiple dogs in a single or multiple administrative action(s) if it has cause to believe the owner has, or may have, committed a violation of Section 6-1.203 with regard to one dog.

(c) “Parties” to a hearing include owner(s) and the Department.

(d) Commencement of an administrative action pursuant to this section shall occur when the Department issues a Notice of Hearing to Revoke a Dog License or Licenses by first class mail to an owner, which contains at least ten (10) days advance notice of the date, time and place of a hearing before a Hearing Officer. A notice shall be sent to the address of the owner as stated in the most recent license application. Failure of an owner to receive a properly addressed notice shall not invalidate the outcome of an administrative action. A notice may pertain to more than one dog of an owner.

(e) The Department may request any complainants and/or witnesses to attend a hearing.

(f) A Notice of Hearing to Revoke a Dog License or Licenses shall contain the following additional information:

(i) The name(s) and license number(s) of the dog(s) that is/are subject to the administrative action.

(ii) The reason(s) or ground(s) for why the Department has commenced an administrative action.

1 (iii) Notice that the Parties as well as any complainants and/or  
2 witnesses shall be given an opportunity to present evidence, and to call and/or cross-examine  
3 witnesses.

4 (iv) Notice that the Parties may obtain one postponement of the  
5 initially scheduled hearing if the City Clerk's Office receives a dated/signed written request for a  
6 postponement at least two business days prior thereto. In that event, the Department shall issue a  
7 Notice of Continuance by first class mail to an owner, which contains at least ten (10) days  
8 advance notice of the date, time and place of a hearing before a Hearing Officer.

9 (v) Notice that the Hearing Officer may continue the hearing  
10 from time to time at the election of the Hearing Officer.

11 (vi) Notice that the hearing will not be conducted according to  
12 technical rules relating to evidence or witnesses. Any relevant evidence will be admissible,  
13 regardless of the existence of any law or statute that might make improper the admission of such  
14 evidence over objection in civil actions. Hearsay evidence may be used for the purpose of  
15 supplementing or explaining any direct evidence, but shall not be alone sufficient to support a  
16 finding unless it would be admissible over objection in civil court actions.

17 (vii) Notice that the burden is on the Department to show by a  
18 preponderance of the evidence that cause exists to revoke the license of any of the dogs subject to  
19 the administrative action.

20 (viii) Notice that failure of an owner to attend a hearing shall not  
21 preclude the Hearing Officer from proceeding with the hearing, receiving evidence, and issuing a  
22 Notice of Decision.

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(g) The Hearing Officer shall, within fifteen (15) calendar days of the conclusion of any hearing, issue a Notice of Decision by first class mail to the owner(s) and the Department that includes the following:

(i) A summary of the evidence, including oral testimony.

(ii) Findings of fact with regard to each instance of cause, or the absence of cause, to revoke a dog license due to a violation of Section 6-1.203.

(iii) A statement that the license has been revoked, effective immediately, provided the Hearing Officer has determined causes exists for the revocation. The Hearing Officer may extend the revocation to all licenses of any owner if the Department’s Notice of Hearing to Revoke named other licensed dogs.

(aa) An owner shall surrender the dog license and dog tag to the Department within five (5) days from the issuance date of a Notice of Decision.

(iv) A statement that the Hearing Officer’s decision is final and not appealable, but that judicial review of the Hearing Officer’s decision is subject to the provisions and time limits set forth in California Code of Civil Procedure Sections 1094.6 et seq.

(h) Unless otherwise set forth in a Notice of Determination pursuant to Section 6-1.229, an owner whose license has been revoked shall complete one of the following options within ten (10) days from the date of mailing of the Notice of Decision:

Option 1: Relocate the dog(s) to another jurisdiction and provide proof in acceptable form to the Department that, for each dog, states the name of the new owner, the address where the dog now resides, and that the new jurisdiction has issued a dog license for the dog.

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Option 2: Relocate the dog(s) to another person or persons in the City, provided the new owner has obtained prior written approval from the Department for the dog as well as a new dog license and tag from the Licensing Authority. The Department shall not issue its approval if it has cause to conclude the former owner retains any interest in or responsibility for the dog(s), which determination is not appealable and shall be provided to the owner in writing. In such instances, owners shall proceed under Option Nos. 1 or 3.

Option 3: Surrender the dog(s) to the Shelter for disposition.

(i) An owner whose license has been revoked pursuant to this section shall not be entitled to obtain a dog license for the same dog from the Licensing Authority for a period of twenty-four (24) months from the date of revocation.

**Part 2 – Dog License and Dog Tag Regulations**

**6-1.207 – License Required.**

(a) No person shall own, possess, harbor, have care, custody, or control, or keep any dog over the age of four months of age within the City, without first obtaining a dog license and a dog tag from the Licensing Authority. All licenses expire by operation of law and are subject to renewal on July 1 of each year. Licenses are not transferable among owners.

(b) In order to obtain a dog license, or a renewal of a dog license, the applicant shall pay the required nonrefundable fee(s) and comply with all other requirements of this article.

(c) No owner shall be entitled to receive a dog license if the number of currently licensed dogs on the parcel meet the limit set forth in Section 9-4.103, or a successor provision, of Title 9 [Zoning] of the Code.

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(d) The Licensing Authority shall not issue a dog license to any person that would result in a violation of Title 9 of the Code.

(e) Unpaid Shelter services for a dog (including but not limited to impound and boarding fees, as well as veterinarian care and services) shall constitute cause for the Licensing Authority to deny a license to an owner for that dog and any other dog until that debt is paid in full to the City.

**6-1.208 – Submittal Requirements.**

In order to obtain a dog license or a renewed dog license, an owner shall tender the following to the Licensing Authority:

(a) A completed application as approved by the Licensing Authority, which form an applicant shall execute under penalty of perjury.

(b) Proof in a form acceptable to the Licensing Authority that the dog has been microchipped.

(c) Unless obtaining a vaccination exemption pursuant to Section 6-1.209, a photocopy of a current and valid rabies vaccination certificate, which shall contain the following information:

- (i) The name and address of the owner of the vaccinated dog;
- (ii) The kind of vaccine used and the date of vaccination;
- (iii) The breed, age, color and sex of the vaccinated dog;
- (iv) The name, address, telephone number and state license number of the veterinarian performing the vaccination;
- (v) Such other information as may be required by the Licensing

Authority.

1 (d) A photocopy of the spay or neuter certificate for the dog in a form  
2 acceptable to the Licensing Authority, if an applicant wishes to take advantage of a reduced  
3 license fee, pursuant to Section 6-1.210 of this article.

4 (e) Proof the owner is a senior (i.e., at least 62 years old) in a form acceptable  
5 to the Licensing Authority, if said person wishes to take advantage of a reduced license fee,  
6 pursuant to Section 6-1.210.

7 Failure to comply with Subparts (a) - (c) constitutes cause for the Licensing  
8 Authority to deem the submittal incomplete, in which case a license shall not be issued.

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10 **6-1.209 –Vaccination Exemption.**

11 (a) An owner applying for a dog license may request an exemption for up to  
12 one year from the requirement of providing proof of current vaccination when a veterinarian has  
13 determined that vaccination would endanger the dog’s life due to disease, illness or other  
14 considerations. To seek an exemption, the owner shall tender a signed statement to the Licensing  
15 Authority that includes the following:

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17 (i) A dated and signed confirmation from a veterinarian explaining the  
18 reasons why vaccination is inadvisable.

19 (ii) A signed statement by an owner affirming that he or she understands  
20 the consequences and accepts all liability associated with owning a dog that has not received the  
21 canine antirabies vaccine.

22 (b) The Health Officer shall consider each complete request for an exemption.  
23 If an exemption from the canine antirabies vaccine is granted, the Health Officer, may, pursuant to  
24 California Health and Safety Code Section 121690 (b)(5), or a successor statute, order the owner  
25 in writing to:  
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(i) Confine the dog to the owner’s premises; and,  
(ii) Keep the dog on a leash when off the premises, the length of which shall not exceed six feet and shall be under the direct physical control of an adult; and,

(iii) Keep the dog away from any other dog or cat that is not currently vaccinated against rabies. Such orders are not appealable. Exemptions shall be in writing and include an expiration date.

(c) Owners seeking an additional exemption shall comply with the requirements in this section at least sixty (60) days prior to the expiration of an existing exemption.

(d) Failure to comply with the requirements in this section constitutes cause for the Licensing Authority to deem a request for an exemption incomplete. A Notice of Denial of Exemption Request, whether based on incompleteness or a decision of a Health Officer after considering a complete request, shall be sent to the owner by first class mail. An owner shall tender a photocopy of a current and valid rabies vaccination certificate to the Licensing Authority within seven (7) days of mailing of a Notice of Denial of Exemption Request.

**6-1. 210 – License Fees.**

(a) Except as otherwise provided in this section, owners shall tender a nonrefundable license fee to the Licensing Authority with an application for a license or a renewed license, which fee shall be set by City Council resolution. Such fee shall be payable in advance on July 1 of each year, and a prorated amount of said fee shall be payable for any fraction of such year.

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(b) Owners who satisfactorily demonstrate to the Licensing Authority that the dog has been microchipped and spayed/neutered shall be entitled to a fifty percent (50%) reduction of the license fee. Owners who satisfactorily demonstrate to the Licensing Authority that they are seniors (i.e., at least 62 years old) at the time of applying for a license shall, pay a reduced fee in an amount set by City Council resolution.

(c) The initial license fee for a dog is due at the same time as submission of an application for a dog license. Any license fee (initial or renewal) remaining unpaid for thirty (30) days after it becomes due and payable shall be subject to a penalty of fifty (50%) percent of the license fee, which is hereby imposed, and shall be paid before any license is issued for a dog.

(d) The Licensing Authority shall issue receipts to owners for dog license fees on forms approved and furnished by the Licensing Authority.

**6-1. 211 – Fee Waiver for Service Dogs.**

Every owner of a dog over the age of four months who submits acceptable proof to the Licensing Authority that such dog has been successfully trained as a Service Dog as defined in this article shall, upon completing the other requirements in this part, be entitled to a service dog license and a service dog tag, without paying the required license fee(s). Said license and tag shall be valid while the dog is acting as a Service Dog, and is owned and kept by the same person. The tag shall be returned to the Licensing Authority by the owner of the dog upon transfer of ownership or possession of the dog, or upon the retirement or death of the dog.

**6-1. 212 – Dog License and Dog Tag Issuance.**

(a) The Licensing Authority shall issue a dog license and a dog tag to evidence an issued licensed each year to each owner who complies with the requirements of this part.

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(b) The Licensing Authority shall, at the City’s expense, procure the number of licenses and/or receipts and dog tags needed by the City each year, and shall keep a register wherein shall be entered the name and address of each owner to whom any dog license and dog tag are issued, the number of such tag, the date of issuance thereof and a description of the dog for which a tag was issued.

(c) Dog tags shall have stamped thereon the year of issue and “Huntington Park Dog License.” Tags are not transferable to another dog.

(d) The Licensing Authority shall account each year to the City Manager and/or City Council for all license fees collected.

(e) The Licensing Authority shall provide the Department with all records pertaining to licenses and tags that the Department deems necessary for the enforcement of this article.

**6-1. 213 – Dog Tag Requirements.**

(a) The owner of any dog for which a dog tag is issued shall securely fasten such tag to a substantial collar, which the dog shall wear at all times.

(b) No person shall attach to, or keep upon, any dog a tag that appears to be or is a counterfeit or imitation of a dog tag that has been issued by the Licensing Authority.

(c) No person other than an owner of any dog or an authorized agent of the Animal Control Manager and/or Licensing Authority shall remove a dog tag therefrom.

**6-1. 214 – Replacement of Lost Dog Tag.**

In the event a dog tag for an individual dog is lost or destroyed, a duplicate thereof may be procured from the Licensing Authority upon payment of a fee that is set by City Council resolution.

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**Part 3 – Dog Kennels**

**6-1.215 – Kennel Permit Required.**

(a) Any person desiring to establish, conduct, manage, or maintain a dog kennel within the City shall first make a written application and obtain a permit from the Animal Control Manager.

(b) Pursuant to Section 9-4.103.2.G (4) of the Code, or a successor provision, no person may operate/maintain a private or commercial kennel within any residential zoning district in the City.

(c) A permit issued pursuant to this article shall be valid for a period of one year from the date of issuance. Said permit becomes null and void on the date of expiration without further action by the Department or the City. Applications for a renewal permit shall be submitted to the Animal Control Manager in accordance with the provisions of Section 6-1.216, and at least forty-five (45) calendar days prior to the expiration of a current permit.

(d) The Animal Control Manager may impose conditions on a kennel permit in order to protect public health, safety and welfare.

**6-1.216 – Permit Submittal Requirements.**

(a) In order to obtain a kennel permit or a renewal kennel permit, an owner shall tender the following to the Animal Control Manager:

(i) A completed application as approved by the Department, which form all owners shall execute under penalty of perjury.

(ii) A statement of the maximum number of dogs that may be kept at the kennel at any one time.

(iii) A dimensioned site plan describing the location(s) on the premises where all dogs would be kept.

1 (iv) Such other information as may from time to time be required by the  
2 Animal Control Manager.

3 **6-1.217 – Permit Fees.**

4 (a) A nonrefundable fee in an amount established by City Council resolution  
5 shall be tendered with an application for an initial and/or renewal kennel permit. Failure to tender  
6 the required fee renders an application incomplete and not subject to consideration.

7 (b) A kennel permit application fee shall be in addition to any other fees that  
8 are due by a person in order to comply with other provisions of the Code.

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10 **6-1. 218 – Permit Issuance and Operational Requirements.**

11 (a) The Animal Control Manager shall issue a kennel permit by first class mail  
12 to an applicant provided the Animal Control Manager has made the following determinations:

13 (i) Issuance of the permit would not be detrimental to the health, safety  
14 and welfare of resident dogs and the public.

15 (ii) The premises and structures thereon comply with Title 8 [Building  
16 Regulations] and Title 9 [Zoning] of the Code, as well as any applicable State and County laws, in  
17 connection with the operation of a kennel.

18 (iii) The applicant has complied with all requirements for a business  
19 license, if required by Title 3, Chapter 1 [Business Licensing] of the Code.

20 (iv) The permit holder, at all times, has complied with all conditions of a  
21 previously issued kennel permit, or has timely corrected violations in a timely manner as  
22 determined by the Animal Control Manager.

23 (b) The Animal Control Manager shall issue a Notice of Denial of Kennel  
24 Permit by first class mail to the applicant if the Animal Control Manager is unable to make all of  
25 the determinations in Subparts (a) (i) - (iv) above.  
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1 (c) A permit shall state the maximum number of dogs that may be present in  
2 the kennel at any time.

3 (d) A permit holder shall not cause, permit, allow or suffer in excess of the  
4 permissible number of dogs in the kennel at any time.

5 (e) A permit holder shall not accept a dog into the kennel that has not been  
6 microchipped.

7 (f) A permit holder shall not accept a dog into the kennel without a copy of a  
8 current and valid dog license from the City or another jurisdiction. Permits holders shall retain true  
9 and legible copies of such dog licenses for a period of two years after a dog has been accepted into  
10 the kennel and immediately present them to an Animal Control Officer or a Health Officer upon  
11 demand.

12 (g) A permit holder shall comply with all State and County laws that require re-  
13 vaccination of dogs during the period they are in the kennel. Permits holders shall retain true and  
14 legible copies of such certificates for a period of two years after a dog's re-vaccination and  
15 immediately present them to an Animal Control Officer or a Health Officer upon demand.

16 (h) A permit holder shall cooperate with the Department in connection with an  
17 investigation of a dog, a dog owner, or the kennel for an alleged violation of this article. Such  
18 cooperation shall include, but not limited to, allowing any authorized agent of the Animal Control  
19 Manager to enter the kennel free of charge, examine any dog being kept at the kennel, and to  
20 examine any records of the kennel pertinent to the investigation.

21 (i) A permit holder shall, at all times, comply with all conditions if any were  
22 imposed in connection with the issuance of a kennel permit.

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2 (j) A renewal kennel permit shall require a completed application along with a  
3 nonrefundable fee in an amount established by City Council resolution, which shall be tendered to  
4 the Animal Control Manager at least forty-five (45) days before the expiration date of the current  
5 permit.

6 **6-1. 219 – Appeal from Permit Denial or Conditions.**

7 (a) An owner or operator may contest a denial of a kennel permit, or any  
8 conditions imposed thereon, by filing a written Notice of Appeal on a City-approved form with the  
9 City Clerk’s Office within ten (10) calendar days of the date of mailing of a kennel permit or a  
10 Notice of Denial of a Kennel Permit. An appellant shall concurrently tender an appeal fee in an  
11 amount that is established by City Council resolution. Failure to tender the required fee shall  
12 render an appeal incomplete and untimely. In that event, a denial of a permit or imposed  
13 conditions are final.  
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15 (b) The procedures set forth in Section 6-1.232 shall apply to appeals that are  
16 timely.  
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18 **6-1. 220 – Administrative Action to Revoke a Kennel Permit.**

19 (a) The Department may initiate an administrative action to revoke a kennel  
20 permit when it has cause to believe the permit holder has violated, or may have violated, the  
21 regulations in this part.

22 (b) “Parties” to a hearing include the permit holder and the Department.

23 (c) Commencement of an administrative action pursuant to this section shall  
24 occur when the Department issues a Notice of Hearing to Revoke a Kennel Permit by first class  
25 mail to a permit holder, which contains at least ten (10) days advance notice of the date, time and  
26 place of a hearing before a Hearing Officer. A notice shall be sent to the address of the permit  
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1 holder as stated in the most recent permit application. Failure of a permit holder to receive a  
2 properly addressed notice shall not invalidate the outcome of an administrative action.

3 (d) The Department may request any complainants and/or witnesses to attend a  
4 hearing.

5 (e) A Notice of Hearing to Revoke Kennel Permit shall at a minimum contain  
6 the following additional information:

7 (i) The reason(s) or ground(s) for why the Department has commenced  
8 an administrative action.

9 (ii) Notice that the Parties as well as any complainants and/or witnesses  
10 shall be given an opportunity to present evidence, and to call and/or cross-examine witnesses.

11 (iii) Notice that the Parties may obtain one postponement of the initially  
12 scheduled hearing if the City Clerk's Office receives a dated/signed written request for a  
13 postponement at least two business days prior thereto. In that event, the Department shall issue a  
14 Notice of Continuance by first class mail to the permit holder, which contains at least ten (10)  
15 days advance notice of the date, time and place of a hearing before a Hearing Officer.

16 (iv) Notice that the Hearing Officer may continue the hearing from time  
17 to time at the election of the Hearing Officer.

18 (v) Notice that the hearing will not be conducted according to technical  
19 rules relating to evidence or witnesses. Any relevant evidence will be admissible, regardless of the  
20 existence of any law or statute that might make improper the admission of such evidence over  
21 objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or  
22 explaining any direct evidence, but shall not be alone sufficient to support a finding unless it  
23 would be admissible over objection in civil court actions.

24 (vi) Notice that the burden is on the Department to show by a  
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1 preponderance of the evidence that cause exists to revoke a kennel permit.

2 (vii) Notice that the failure of the permit holder to attend a hearing shall  
3 not preclude the Hearing Officer from proceeding with the hearing, receiving evidence, and  
4 issuing a Notice of Decision.

5 (f) The Hearing Officer shall, within fifteen (15) days of the conclusion of any  
6 hearing, issue a Notice of Decision by first class mail to the permit holder and the Department that  
7 includes the following:

8 (i) A summary of the evidence, including oral testimony.

9 (ii) Findings of fact with regard to each instance of cause, or the absence  
10 of cause, to revoke a kennel permit.

11 (iii) A statement that the permit has been revoked, effective immediately,  
12 provided the Hearing Officer has determined causes exists for the revocation.

13 (iv) A statement that the Hearing Officer's decision is final and not  
14 appealable, but that judicial review of the Hearing Officer's decision is subject to the provisions  
15 and time limits set forth in California Code of Civil Procedure Sections 1094.6 et seq.

16 (g) The permit holder shall, in the event the kennel permit has been revoked,  
17 terminate all kennel operations within seven (7) days from the date of mailing of a Notice of  
18 Decision, including causing the lawful relocation of all dogs being kept at the kennel.

19 (h) Permit holders incur criminal and civil liability for violating regulations in  
20 this part. The City may exercise its additional remedies against such persons, notwithstanding the  
21 commencement of an administrative action to revoke a kennel permit.  
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**6-1. 221 – Waiting Period.**

A person who has been denied a kennel permit or who has had a kennel permit revoked may not apply for a new kennel permit for a period of twelve (12) months from the date a denial or revocation became final.

**6-1. 222 – Authority to Impound.**

(a) Animal Control Officers may impound any dog(s) in a kennel upon a determination that a permit holder has violated any regulations in this part, or when it is in the best interests of a dog, or to protect public health, safety or welfare.

(b) The permit holder shall be liable to the City for all incurred impound-related fees and charges, whether the dog is placed in the Shelter or in another facility as approved in writing by the Animal Control Manager. Owners who placed dogs in the kennel that are subsequently impounded shall be concurrently liable to the City for all incurred impound-related fees and charges.

(c) It is unlawful for any permit holder upon oral or written demand by an Animal Control Officer to refuse or fail to surrender a dog for impound to that officer.

(d) An Animal Control Officer’s determination that cause exists to impound a dog is not appealable, but judicial review of the Animal Control Officer’s decision to impound is subject to the provisions and time limits set forth in California Code of Civil Procedure Sections 1094.6 et seq.

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**Part 4 – Disturbances Relating to Excessive Noise**

**6-1.223 – Prohibition.**

(a) It shall be unlawful for an owner to allow any dog or dogs to emit any excessive noise due to barking. For purposes of this section, the term “excessive noise” shall mean:

(i) The noise has annoyed, disturbed or interfered with the comfortable enjoyment of life or property of one or more nearby persons, and either of the following:

(aa) Continuous barking has occurred between 8:00 a.m. and 9:00 p.m. for ten (10) minutes or intermittent barking has occurred for thirty (30) minutes within a three (3) hour period.

(bb) Continuous barking has occurred after 9:00 p.m. and before 8:00 a.m. for five (5) minutes or intermittent barking has occurred for fifteen (15) minutes within a three (3) hour period.

(b) Persons complaining of a disturbance due to excessive noise from barking dogs shall file a written complaint with the Department stating the following information:

(i) Their names, address of their residence, mailing address if different, telephone number(s), and email address(es).

(ii) How the excessive noise is affecting them.

(iii) The address of the property on which the dog is barking, and its location thereon when the disturbance is occurring.

(iv) The name and a description of the dog by breed and color, if known.

(v) The name(s) of the dog owner(s), if known.

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(vi) Each incident of a disturbance that includes:

(aa) The date, time and duration.

(bb) Whether the disturbance is due to barking, baying, crying, howling, yelping, whining, or a combination thereof.

(cc) The location of each complainant on his/her property when experiencing the disturbance.

(dd) Any information that would assist the Department to determine if the dog(s) created excessive noise (including whether there was any potential provocation for the noise).

(c) The Department shall attempt to obtain the name(s) the owner(s) and description of the dog(s) from license and other City records, if that information is absent from a written complaint. The Department may investigate a written complaint in any other manner.

(d) The Department shall, at a minimum, take the following actions upon receiving a written complaint of one or more excessive noise disturbances, provided it has sufficient information to do so:

First Complaint.

The Department shall issue a written notice to the owner(s) that advises the owner(s) of the Department's receipt of one or more excessive noise complaints and that requests the owner(s) to take immediate measures to prevent excessive noise disturbances in the future. The Department may, in its discretion, provide information to the owner(s) related to noise control measures. The Department shall advise complainants of the issuance of a notice.

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Second Complaint.

If, within thirty (30) but not less than fifteen (15) days from the issuance of an initial notice, a second written complaint is received from the original complainant regarding a new excessive noise disturbance, or from another complainant regarding a new excessive noise disturbance, the Department shall issue a Notice of Office Conference by first class mail requesting the attendance of the owner(s) of the dog(s) that are allegedly creating excessive noise disturbances and the complainant(s) to meet with a Department representative at City Hall at a stated date and time to discuss the matter. An Animal Control Officer shall interview the complainant(s) and determine if cause exists to conclude one or more excessive noise violations may have occurred before a Notice of Office Conference is issued.

(e) A Notice of Office Conference shall include the following additional information:

(i) Failure of owners to attend the conference may result in the commencement of an administrative action pursuant to Section 6-1.206 to revoke a dog license or licenses, in which event the dog(s) could not be lawfully kept in the City.

(ii) The Department's receipt of a third or subsequent written complaint about a new excessive noise disturbance from a complainant may result in the commencement of an administrative action pursuant to 6-1.206 to revoke a dog license or licenses, in which event the dog(s) could not be lawfully kept in the City.

(f) The Department may, at any time, exercise any remedy allowed by law for a violation of Section 6-1.222 (a), regardless of the commencement of an administrative action to revoke a dog license.

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**Part 5 – Potentially Dangerous and Vicious Dogs**

**6-1.224 – Keeping a Potentially Dangerous or Vicious Dog.**

No person shall keep within the City:

- (a) Any dog declared potentially dangerous by the City, except in accordance with the provisions of this article;
- (b) Any dog declared vicious by the City;
- (c) Any dog declared potentially dangerous or vicious by any other jurisdiction or animal control authority.

**6-1.225 – Duty to Report.**

Victims of incidents involving potentially dangerous or vicious dogs and owners of such dogs shall file a written report with the Department within thirty (30) days of an incident, which shall include the date, time, and location of the attack or incident, a description of the dog(s), the names and statements, if any, of any known witnesses and any other pertinent information in the possession of the complainant.

**6-1.226 – Inspection Authority; Immediate Danger; Duty to Surrender.**

(a) Animal Control Officers are authorized to enter and inspect private property, impound dogs that they determine are, or may be, potentially dangerous or vicious, as well as take such other actions as may be necessary to enforce the provisions of this article. Entries on occupied private property shall be with consent of an adult occupant, or pursuant to a court order or authorization, however, Animal Control Officers may enter occupied private property in the absence of consent or a court order when they have cause to believe an immediate danger exists or may exist to a dog or to a person on said property.

1 (b) A potentially dangerous or vicious dog that presents an immediate danger to  
2 persons or other animals which, in the judgment of an Animal Control Officer or Police Officer,  
3 cannot be safely taken away and impounded, may forthwith be slain by a Police Officer.  
4 Police Officers shall not use deadly force unless, in their judgment, it is necessary to do so  
5 because of the immediate danger and efforts to capture the dog have failed, or such efforts cannot  
6 be safely attempted because of the nature of the immediate danger.

7 (c) It is unlawful for any owner upon oral or written demand by an Animal  
8 Control Officer to refuse or fail to surrender a dog to an Animal Control Officer when determined  
9 to be potentially dangerous or vicious, or pending a Department investigation of a dog to make  
10 such a determination.  
11

12 **6-1.227 – Commencement of Investigation; Temporary Orders.**

13 (a) Upon receipt of a report or information pertaining to a potentially dangerous  
14 or vicious dog, the Department shall investigate and determine whether the dog(s) in question  
15 constitute a potentially dangerous or vicious dog(s). Pending a final determination, the Animal  
16 Control Manager may, in writing, impose temporary orders as stated below on the dog(s) subject  
17 to the investigation and any owner(s) thereof in order to protect the health, safety, and/or welfare  
18 of the dog(s), owner(s), or the general public.  
19

20 Temporary Order: Release to Owner(s):

21 A requirement that the dog(s) be maintained at all times in the owner's care,  
22 provided the owner agrees in writing to accept all temporary conditions and follow them at all  
23 times. Conditions of release may include:  
24

25 (i) The Department approving the area(s) of confinement on the  
26 premises and enclosures thereon in writing;

27 (ii) The Department approving the permissible times that a dog  
28

1 or dogs may be outdoors while on the owner's property.

2 (iii) The Department approving the permissible times that a dog  
3 or dogs may be taken off the owner's property, with appropriate safeguards (examples of which  
4 include but are not limited to a leash and muzzle).

5 (iv) Such other conditions as the Animal Control Manager deems  
6 necessary in order to protect the health, safety, and/or welfare of the dog(s), owner(s), or the  
7 general public.

8 (v) The Animal Control Manager shall not release a dog or dogs  
9 to an owner pending a potentially dangerous or vicious dog investigation who refuses to agree in  
10 writing to all conditions of release.

11  
12 Temporary Order: Release to the Shelter.

13 Require the dog to be kept in the Shelter, with the owner bearing all  
14 impound-related costs and charges (including, but not limited to, costs resulting from medical  
15 care, spaying and/or neutering, microchipping, food, and shelter).

16  
17 Temporary Order: Release to a Kennel or Veterinary Facility.

18 Require the dog to be kept in a kennel or veterinary facility (whether in  
19 Huntington Park or not) that has received the Department's prior written approval, with the owner  
20 bearing all impound-related costs and charges. The kennel or facility shall agree in writing to not  
21 release the dog to any person (including the owner) without the prior written authorization of the  
22 Animal Control Manager.

23 (b) Temporary orders are not appealable. The document containing the orders  
24 shall contain the following statement: "The decision of the Animal Control Manager to impose  
25 temporary conditions is final and binding. Judicial review of this decision is subject to the  
26 provisions and time limits set forth in California Code of Civil Procedure Sections 1094.6 et seq."  
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(c) The Department may photograph, examine, weigh and measure the dog as necessary to create a means of permanent identification to be retained in the city's records.

**6-1.228 – Investigation.**

(a) The Department's investigation shall at a minimum consist of:

(i) Review and consideration of statements, information and other evidence presented by the dog's owner.

(ii) Review and consideration of the complaint, if any, and of statements, medical information and other evidence presented by the victim;

(iii) Review and consideration of statements from witnesses to the incident, including Animal Control officers and other City employees; and,

(iv) Review and consideration of evidence pertaining to the following factors:

(aa) The dog's history of violent or threatening behavior;

(bb) The nature and extent of injuries inflicted or property destroyed and the number of victims involved;

(cc) The location where the attack, bite or injury occurred;

(dd) The existence of any provocation for the attack;

(ee) The existence of evidence, including the dog's behavior, that the dog has been trained for fighting or attack;

(ff) Whether the dog exhibits characteristics of aggressive behavior, or an unpredictable temperament in the presence of human beings or other dogs;

(gg) Whether the dog can be effectively trained or re-trained to change its temperament or behavior;

1 (hh) Evidence concerning the manner in which the dog is kept,  
2 treated and maintained; and,

3 (ii) Any other relevant evidence pertaining to the dog and its  
4 propensity for violence.

5 **6-1.229 – Determination(s); Notice Thereof.**

6 (a) Upon conclusion of the investigation, the Animal Control Manager shall  
7 issue a Notice of Determination by first class mail to the owner for each investigated dog. The  
8 Notice of Determination shall include the following:  
9

10 (i) A summary of the evidence, including oral testimony.

11 (ii) A determination of whether the dog is or is not potentially  
12 dangerous or vicious.

13 (iii) Findings of fact in support of the determination.

14 (iv) An order of disposition of the dog(s) in question that requires:

15 (aa) In instances where mitigating circumstances have been found  
16 and an owner is able and willing to abide by conditions designed to protect the health, safety, and  
17 welfare of the dog(s), owner(s), and general public, custody of the dog(s) is/are to be returned to or  
18 retained by the owner allowing the dog(s) to be kept in the City. The Notice of Determination  
19 shall set forth the mitigating circumstances, as well as the conditions as set forth in  
20 Section 6-1.230.  
21

22 (bb) In instances where it is determined that the dog(s) cannot  
23 safely reside within the City and either there are no mitigating circumstances or the owner is  
24 unable or unwilling to comply with conditions designed to protect the health, safety, and welfare  
25 of the dog(s), owner(s), and the general public, the dog(s) is/are to be relocated to another  
26 jurisdiction in a manner consistent with the provisions of Section 6-1.231.  
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1 (cc) In instances where it is determined that the dog(s) cannot  
2 safely reside in any jurisdiction and there are no mitigating circumstances or the owner is unable  
3 or unwilling to comply with conditions designed to protect the health, safety, and welfare of the  
4 dog(s), owner(s), and the general public; or where the owner is unable to otherwise comply with  
5 Subparts (aa) and/or (bb), the dog(s) is/are to be destroyed by the Shelter (or other facility  
6 approved by the Animal Control Manager).

7 (b) The date a Notice of Determination is deposited in a United States postal  
8 container shall constitute the date of service. Failure of an owner to receive a properly addressed  
9 Notice of Determination shall not affect any proceeding pursuant to this article.  
10

11 (c) A Notice of Determination shall constitute prima facie evidence that a dog  
12 is potentially dangerous or vicious, if the Animal Control Manager has made such a determination.  
13

14 **6-1.230 – Conditions for Keeping a Potentially Dangerous Dog.**

15 (a) Provided the Animal Control Manager has made a determination pursuant  
16 to Section 6-1.229 (iv)(aa), an owner shall comply with the conditions stated below at all times,  
17 which shall be included in a Notice of Determination. It is unlawful and a violation of this article  
18 for any owner to fail to comply with such conditions.

19 Mandatory Conditions.

20 (i) Owner shall register the dog on an annual basis with the Department  
21 on a City-approved form as a potentially dangerous dog as long as the dog is alive and residing  
22 within the City. A nonrefundable registration fee shall be tendered with the registration form,  
23 which fee shall be set by City Council resolution. Failure to tender the required fee shall render the  
24 registration incomplete and is a violation of this condition. This fee is in addition to a dog license  
25 fee.  
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1 (ii) Owner shall obtain and maintain a policy of liability insurance at all  
2 times in an amount not less than one hundred thousand dollars (\$100,000) to provide coverage for  
3 damages or injuries caused by the dog, evidence of which shall be filed with the Department prior  
4 to the release of the dog from impound, or within ten (10) days from the issuance date of a Notice  
5 of Determination if the dog is in the owner's custody.

6 (iii) The dog shall, at all times, wear a tag identifying it as a potentially  
7 dangerous and a bright fluorescent yellow collar visible at fifty (50) feet in normal daylight, both  
8 provided by the Licensing Authority at the owner's expense.

9 (iv) Owner shall notify the United States Post Office (local branch) and  
10 all utility companies providing service to the current residence of the dog's status in writing as a  
11 potentially dangerous dog. Copies of such notifications shall be filed with the Department prior to  
12 the release of the dog from impound, or within ten (10) days from the issuance date of a Notice of  
13 Determination if the dog is in the owner's custody.

14 (v) Owner shall keep the dog, when off the owner's premises, on a leash  
15 not exceeding six (6) feet in length by an adult capable of restraining and controlling the dog, and  
16 under that person's immediate control. At no time may the dog be left unattended on public  
17 property.

18 (vi) Owner shall post one or more signs on the premises at a location or  
19 locations approved by the Animal Control Manager that are easily visible to all visitors stating that  
20 a potentially dangerous dog resides on the premises.

21 (vii) Owner shall immediately notify the Department in writing in the  
22 event the dog is at large on private or public property, or has committed another act described in  
23 the definitions in this article of a potentially dangerous and/or vicious dog, or has been sold or  
24 otherwise disposed of, or has died.  
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Additional Conditions.

The Animal Control Manager may impose additional conditions as stated below on an owner with respect to a potentially dangerous dog in order to protect public health, safety or welfare. It is unlawful and a violation of this article for any owner to violate such conditions. Such conditions shall be included in a Notice of Determination.

(viii) The dog shall wear a muzzle at all times when outdoors on the owner's property.

(ix) The dog shall wear a muzzle at all times when off the owner's property.

(x) The dog shall be spayed or neutered and microchipped at the owner's expense prior to release from impound, or within ten (10) days from the issuance of a Notice of Determination if the dog is in the owner's custody.

(xi) Such other conditions as the Animal Control Manager deems reasonably necessary, or to otherwise comply with the requirements or other provisions of this article.

**6-1.231 – Relocation or Destruction of Dogs.**

(a) In any instance where a Notice of Determination has provided an owner with an option of relocation or destruction, owners of a potentially dangerous or vicious dog that has been ordered relocated to another jurisdiction or destroyed shall make an election between those options and comply with the following requirements:

(i) The owner shall surrender the dog license and dog tag to the Department within five (5) days from the issuance date of a Notice of Determination.

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(ii) In cases of relocation, the current or future owner shall notify the animal control authority of the receiving jurisdiction in writing of the intent to relocate the dog, with proof of such notification (that includes contact information for the animal control authority) being tendered to the Department within seven (7) days from the issuance date of a Notice of Determination.

(iii) In cases of relocation, the current or future owner shall tender written proof that is acceptable to the Department confirming all regulations for keeping the potentially dangerous or vicious dog in the receiving jurisdiction have been met. Such proof shall be tendered to the Department within fifteen (15) days from the issuance date of a Notice of Determination, unless the Department grants an extension in writing in said period.

(aa) Owners shall continue to comply with all previously imposed temporary conditions if a potentially dangerous or vicious dog is in the owner's custody at the time of issuance of a Notice of Determination. Those conditions shall remain in effect until a dog is no longer in the owner's custody because relocation to another jurisdiction has been completed in accordance with this section, or because the Department or the Shelter has custody of a dog that is to be destroyed.

(bb) Impounded dogs, whether in the custody of the Shelter or an approved kennel or veterinary facility, shall not be released for relocation to another jurisdiction without the prior written approval of the Animal Control Manager.

(cc) In cases of destruction, approved kennels or veterinary facilities in which a dog was impounded during an investigation shall, upon demand, forthwith release a potentially dangerous or vicious dog to the Department for transfer to the Shelter.

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2 (iv) An owner who has possession of a potentially dangerous or vicious  
3 dog on the date of issuance of a Notice of Determination shall surrender the dog to the Shelter for  
4 destruction by the following deadlines:

5 (aa) Within twenty-four (24) hours of failing to meet the deadline  
6 in Subpart (ii).

7 (bb) If the deadline in Subpart (ii) is met, within twenty-four (24)  
8 hours of failing to meet the deadline in Subpart (iii).

9 (cc) It is unlawful for any owner or other person to fail to  
10 surrender a dog to the Department or the Shelter in violation of this section.  
11

12  
13 **6-1.232 – Right to Appeal; Effect of a Timely Appeal; Appeal Procedures.**

14 (a) Any owner of a dog that has been deemed potentially dangerous or vicious  
15 may challenge any determination or condition made or imposed by the Animal Control Manager  
16 as set forth in the Animal Control Manager's Notice of Determination by filing a Notice of Appeal,  
17 along with any required fee as established by City Council resolution, with the City Clerk's Office  
18 within ten (10) days of service of the Notice of Determination. Failure to tender a Notice of  
19 Appeal and the required fee in the appeal period constitutes a waiver of the right to appeal, in  
20 which case the Notice of Determination is final. A Notice of Determination shall include a copy of  
21 this section.  
22

23 (b) The Notice of Appeal shall, at a minimum set forth the following  
24 information:

25 (i) The name(s), address of their residence, mailing address if different,  
26 telephone number(s), and email address(es) of the appealing person(s).  
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(ii) Each and every reason for appealing each determination that is included in a Notice of Determination.

(iii) Each and every reason for appealing each condition that is included in a Notice of Determination.

(c) Only matters expressly raised by an owner or owners in a Notice of Appeal shall be considered at the appeal hearing.

(d) The timely filing of a Notice of Appeal does not stay any conditions imposed upon the dog or owner thereof, with the exception of an order requiring the removal of the dog from the City or the destruction of the dog, which shall be stayed pending a decision by the Hearing Officer (and in which case all previously imposed temporary orders shall remain in full force-and-effect).

(e) The City Clerk's Office shall set a time and place for a hearing before the Hearing Officer, at which time evidence may be introduced by the owner and the Department. Complainants and victims may attend and testify at an appeal hearing. A hearing shall be conducted within forty-five (45) days of a timely appeal being received by the City Clerk's Office. At least ten (10) days written notice of the hearing shall be provided to the owner(s) of the dog, as well as to the Department.

(f) All impound-related related costs and charges that are incurred by the Shelter or the approved kennel or veterinary facility during an appeal shall be borne by the owner.

(g) Failure of an owner to appear at an appeal hearing shall constitute a withdrawal of an appeal, in which case the Notice of Determination shall be final.

(h) Upon conclusion of the appeal hearing, the Hearing Officer shall determine, depending upon the basis of the appeal, (i) if the dog(s) in question is/are potentially dangerous or

1 vicious, and/or (ii) if the Animal Control Manager erred or abused his/her discretion in imposing  
2 the challenged order or condition(s) in order to protect the health, safety, and/or welfare of the  
3 dog(s), owner(s), or the general public. Error or abuse of discretion is shown if it is established  
4 that the Animal Control Manager failed to follow the provisions of this article and/or that the  
5 Animal Control Manager could not have determined that the imposed order or condition(s) would  
6 protect the health, safety, and/or welfare of the dog(s), owner(s), or the general public. Not later  
7 than ten (10) days from the conclusion of the appeal hearing, the Hearing Officer shall issue a  
8 written Notice of Appeal Decision setting forth, at minimum, the Hearing Officer's  
9 determination(s) and the reasons therefor. If the Hearing Officer upholds a determination by the  
10 Animal Control Manager to conditionally return a potentially dangerous dog to the custody of an  
11 owner, the Notice of Appeal shall advise the owner that he/she may seek relief from any condition  
12 no sooner than twelve (12) months from the Notice of Determination as set forth in this article.  
13 The Notice of Appeal Decision shall also contain the following statement: "The decision of the  
14 Hearing Officer is final and binding. Judicial review of this decision is subject to the provisions  
15 and time limits set forth in California Code of Civil Procedure Sections 1094.6 et seq."

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18 **6-1.233 – Consequences for Violating Conditions.**

19 (a) Owners who fail to comply with a temporary or other condition that is  
20 imposed in connection with a dog that has been determined to be potentially dangerous are subject  
21 to the penalties set forth in Section 6-1.205.

22 (b) The Animal Control Manager may, notwithstanding Subpart (a), also  
23 schedule a hearing with the owner before a Hearing Officer to determine the sole question of  
24 whether one or more conditions have been violated. If requested by the Animal Control Manager,  
25 the owner shall surrender the dog for impound pending the hearing, the manner and location of  
26 which shall be determined by the Animal Control Manager in writing. The Animal Control  
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1 Manager shall set a time and place for the hearing with ten (10) days advance notice to the owner,  
2 at which time evidence may be introduced by the owner and the Department. If, based on the  
3 evidence presented, the Hearing Officer determines that the owner has failed or refused to comply  
4 with one or more conditions, the owner shall cause the dog to be relocated from the City to  
5 another jurisdiction or the Department may have it destroyed pursuant to Section 6-1.231. The  
6 Hearing Officer shall issue a Notice of Decision, which shall be served on the owner by first class  
7 mail. Decisions made pursuant to this subpart are final and contain the following statement: “The  
8 decision of the Hearing Officer is final and binding. Judicial review of this decision is subject to  
9 the provisions and time limits set forth in California Code of Civil Procedure Sections 1094.6 et  
10 seq.”

12 **6-1.234 – Relief from an Order or Conditions for Potentially Dangerous Dogs.**

13 (a) An owner of a potentially dangerous dog that was subject to an order of  
14 relocation to another jurisdiction or final conditions that were imposed pursuant to this article may  
15 apply to the Animal Control Manager for relief from such conditions. Owners who received a  
16 decision on a prior request for relief may reapply no sooner than twelve (12) months following the  
17 Animal Control Manager’s last decision or the decision of a Hearing Officer on appeal. The  
18 application shall contain an explanation of the circumstances justifying relief, including evidence  
19 that the dog has been trained or retrained and a certificate from a dog trainer certifying that the dog  
20 is no longer potentially dangerous. An initial or subsequent application and shall include a  
21 nonrefundable fee as established by City Council resolution. Applications not containing a  
22 required fee shall not be considered.

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25 (b) Upon receipt of an application for relief, the Animal Control Manager shall  
26 consider the evidence and conduct such investigation as he or she deems appropriate, which shall  
27 at a minimum consist of observation of the dog. The Animal Control Manager shall complete  
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1 his/her investigation within thirty (30) days of receipt of an application and make such  
2 determinations as are necessary to protect the health, safety, and/or welfare of the dog(s),  
3 owner(s), or the general public.

4 (c) Upon completion of the investigation, the Animal Control Manager shall  
5 issue a Notice of Decision to the owner by first class mail that includes findings of fact and one or  
6 more of the following determinations:

7 (i) With respect to a relocated dog, deny its return to the City.

8 (ii) With respect to a relocated dog, allow the dog to return to the  
9 City, with or without imposition of conditions.

10 (iii) With respect to a potentially dangerous dog in the City,  
11 modify and/or rescind imposed conditions, as well as impose new conditions.

12 (d) The date a Notice of Decision is deposited in a United States postal  
13 container shall constitute the date of service. Failure of an owner to receive a properly addressed  
14 Notice of Decision shall not affect any proceeding pursuant to this article.

15 (e) A Notice of Decision shall constitute prima facie evidence of the  
16 determination(s) therein.

17 (f) An owner of a dog may challenge any determination made by the Animal  
18 Control Manager as set forth in the Animal Control Manager's Notice of Decision by filing a  
19 Notice of Appeal, along with any required fee as established by City Council resolution, with the  
20 City Clerk's Office within ten (10) days of service of the Notice of Decision. Failure to tender a  
21 Notice of Appeal and the required fee in the appeal period constitutes a waiver of the right to  
22 appeal, in which case and the Notice of Decision is final. A Notice of Decision shall include a  
23 copy of this section.  
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(g) No relocated potentially dangerous dog shall be returned to the City prior to the conclusion of an appeal and an owner's completion of any prerequisites to relocation as may be stated in a Notice of Decision or in a Notice of Appeal Decision. Conditions in effect at the time an application for relief is submitted to the Animal Control Manager shall remain in effect until the conclusion of the appeal.

(h) The Notice of Appeal shall, at a minimum set forth the following information:

(i) The name(s), address of their residence, mailing address if different, telephone number(s), and email address(es) of the appealing person(s).

(ii) Each and every reason for appealing each determination of the Animal Control Manager, as stated in the Notice of Decision.

(iii) Each and every reason for appealing each condition that is included in a Notice of Decision.

(i) Only matters expressly raised by an owner or owners in a Notice of Appeal shall be considered at the appeal hearing.

(j) The City Clerk's Office shall set a time and place for a hearing before the Hearing Officer, at which time evidence may be introduced by the owner and the Department. A hearing shall be conducted within forty-five (45) days of a timely appeal being received by the City Clerk's Office. At least ten (10) days' written notice of the hearing shall be provided to the owner(s) of the dog, as well as to the Department.

(k) Failure of an owner to appear at an appeal hearing shall constitute a withdrawal of an appeal, in which case the Notice of Decision shall be final.

(l) Upon conclusion of the appeal hearing, the Hearing Officer shall uphold the

1 Notice of Decision unless he or she determines that the Animal Control Manager erred or abused  
2 his/her discretion in imposing the determination(s) and conditions that are stated in the Notice of  
3 Decision. Error or abuse of discretion is shown if it is established that the Animal Control  
4 Manager failed to follow the provisions of this article and/or that the Animal Control Manager  
5 could not have concluded that the determination(s) and/or conditions are necessary to protect the  
6 health, safety, and/or welfare of the dog(s), owner(s), or the general public. If the Hearing Officer  
7 finds error or abuse of discretion, he or shall revise that portion of the Notice of Decision in such a  
8 manner as to protect the health, safety, and/or welfare of the dog(s), owner(s), or the general  
9 public. Not later than ten (10) days from the conclusion of the appeal hearing, the Hearing Officer  
10 shall issue a written Notice of Appeal Decision setting forth, at minimum, the Hearing Officer's  
11 determination(s) and the reasons therefor, as well as revisions to the Notice of Decision. The  
12 Notice of Appeal Decision shall also contain the following statement: "The decision of the  
13 Hearing Officer is final and binding. Judicial review of this decision is subject to the provisions  
14 and time limits set forth in California Code of Civil Procedure Sections 1094.6 et seq."

## 17 **Part 6 - Shelter Services**

### 18 **6-1.235 – Authority and Reasons to Impound.**

19 The Department is authorized to impound or require the impound of any dog in the  
20 City for one or more of the following reasons:

- 21 (a) It is not wearing a current dog tag.
- 22 (b) It appears to be abandoned, lost, or is a stray dog.
- 23 (c) It is at large on private or public property.
- 24 (d) It is the subject of a pending investigation as a potentially dangerous  
25 or vicious dog.

- 26 (e) It may have rabies, or shows rabies symptoms, or cause exists to  
27

1 believe it may have been exposed to rabies.

2 (f) The owner has surrendered it.

3 (g) The Department has reason to believe an owner has violated, or may  
4 have violated, a temporary or other condition that was previously imposed pursuant to this article.

5 (h) A dog appears to be a victim of cruelty or neglect, or is being kept in  
6 violation of State or County laws.

7 (i) The owner, or a kennel operator, is not complying with the  
8 regulations in this article, or is otherwise violating this article.

9 (j) When the Department deems it necessary in the best interests of a  
10 dog, or to protect public health, safety or welfare.

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12 **6-1.236 – Taking Up Abandoned, At Large, or Lost Dogs.**

13 Any person taking up any stray dog or any such dog that is at large on public or  
14 private property shall surrender such dog to the Department or to the Shelter within four hours  
15 from acquiring possession of the dog.

16  
17 **6-1. 237 – Possible Rabies Affliction.**

18 Any owner who has reason to believe his or her dog has rabies, or show symptoms  
19 of rabies, or that the dog may have been exposed to rabies, shall immediately notify the  
20 Department. The owner shall allow an Animal Control Officer or the Health Officer to enter the  
21 premises and examine the dog.

22  
23 **6-1.238 – Failure to Surrender to Dog for Impound.**

24 It is unlawful for any owner upon oral or written demand by an Animal Control  
25 Officer to refuse or fail to surrender a dog that the Department determines is subject to impound.

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27 **6-1.239 – Services to Impounded Dogs.**

28 Impounded dogs may be vaccinated and provided with medical care, food and

1 shelter. Dogs may be provided with veterinarian care by the Shelter or by a private contracted  
2 veterinarian care when necessary in the judgment of the Shelter. Shelters shall also provide spay  
3 and neuter services, microchipping and vaccinations pursuant to this article and State and County  
4 laws.

5 **6-1.240 – Quarantine of Dogs.**

6 (a) Dogs that are the subject of a pending Department investigation as a  
7 potentially dangerous or vicious dog shall be quarantined and observed for at least ten (10) days  
8 from the date of the incident that resulted in the investigation.  
9

10 (b) Dogs suspected of having rabies shall be quarantined for a period of time as  
11 deemed necessary by the Health Officer or a veterinarian advising the Shelter. Dogs confirmed to  
12 have rabies shall be immediately destroyed.

13 (c) Dogs that are determined by the Health Officer or a veterinarian advising  
14 the Shelter to not have rabies shall be released to their owners.  
15

16 **6-1.241 – Destruction of Dogs.**

17 The Shelter shall destroy an impounded diseased dog when required to do so by  
18 State or County laws.

19 **6-1.242 – Release of Dogs that are Subject to Investigation.**

20 Dogs that are the subject of a pending Department investigation as a potentially  
21 dangerous or vicious dog shall not be released without the prior written approval of the Animal  
22 Control Manager.  
23

24 **6-1.243 – Dogs Delivered to the Shelter.**

25 The Department shall deliver dogs that are subject to impound to the Shelter, unless the  
26 Animal Control Manager designates a kennel or veterinary facility in writing.  
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**6-1.244 – Impounded Dogs: Recordkeeping Requirements.**

The director or other person responsible for operating the Shelter shall keep a record of each dog impounded, the date of impound, the date and name and address of the person who redeemed, reclaimed or purchased the dog, and the amount of all fees received or collected for or because of the impounding, reclaiming or purchasing of the dog. Such records shall be provided to the Department according to a schedule that is approved by the Department. When a dog is redeemed by an owner or is adopted, the director shall keep a record of the dog license number under which the dog or was released.

**6-1.245 – Impound Periods, Disposition and Notice.**

(a) The Animal Control Manager shall establish minimum impound periods for dogs prior to disposition pursuant to a regulation that is authorized pursuant to Section 6-1.202 of this article.

(b) The Department, in consultation with the Shelter, shall determine the manner of disposition of impounded dogs, whether by adoption, sale, destruction or otherwise, except when this article or State or County laws requires destruction of a dog.

(c) Issued Notices of Impoundment and all other notices shall be in accordance with rules and regulations that the Animal Control Manager promulgates pursuant to Section 6-1.202 of this article and/or in accordance with rules and regulations of the Shelter as approved by the Department.

**6-1.246 – Release Conditions.**

The Shelter, nor any kennel or veterinary facility, shall allow an owner to redeem an impounded dog unless the owner has presented a certificate signed by a veterinarian confirming that:

1 (i) Such dog has been vaccinated with approved rabies vaccine  
2 within a period of not more than 12 months after the dog's initial vaccination if the dog was  
3 between four months and one year in age at the time of such initial vaccination; or,

4 (ii) Such dog has been vaccinated with approved vaccine within  
5 the past 36 months; or,

6 (iii) Such dog should not be vaccinated with rabies vaccine  
7 because such vaccination would jeopardize the health of such dog due to infirmity or other  
8 disability, which infirmity or disability and the estimated date of termination is shown on the face  
9 of the certificate; or,

10 (iv) A veterinarian associated with the Shelter, kennel or  
11 veterinary facility has so vaccinated such dog within the times specified in this section.

12  
13 **6-1.247 Owner Liability.**

14 (a) Owners are liable to City for all charges it incurs for Shelter services that  
15 are provided to owners' dogs (including but not limited to impound and boarding fees, as well as  
16 veterinarian care and services). Owners shall tender full payment of this debt to the Shelter prior to  
17 the Shelter's release of a dog.

18  
19 (b) In the event the Animal Control Manager has ordered a dog to be  
20 impounded in a kennel or veterinary facility (whether in Huntington Park or not) in connection  
21 with a pending potentially dangerous or vicious dog investigation, the owner shall pay said facility  
22 in full for all services provided to the dog (i.e., the debt) as a prerequisite for release of the dog  
23 with the prior written approval of the Animal Control Manager, which approval shall be sent to the  
24 owner by first class mail.

25  
26 (i) Failure of an owner to pay the entire debt to a kennel or veterinary  
27 facility within seven (7) days of the Animal Control Manager's issuance of an approval  
28

1 authorizing release of a dog, shall constitute cause for the Department to impound the dog and  
2 deliver it to the Shelter for disposition. Such impounds shall not create liability on the part of the  
3 City to the kennel or veterinary facility for services rendered, nor shall such impounds extinguish  
4 the debt an owner owes a kennel or veterinary facility. Those establishments are entitled to seek  
5 recovery of the debt in any manner allowed by law.

6 (c) Failure to pay the debt constitutes cause for the Department to dispose of a  
7 dog pursuant to Section 6-1.245.

8 (d) Owners remain liable to the City after the Shelter has disposed of their  
9 dogs. Said debt may be collected in any manner allowed by law. City shall be entitled to recover  
10 its attorney fees and court costs if it prevails in any action to collect the debt. Failure to pay the  
11 debt shall constitute cause for the Licensing Authority to deny an owner other dog licenses.  
12

13  
14 **SECTION 6. Severability.**

15 If any section, subsection, subdivision, paragraph, sentence, clause, phrase or portion of this  
16 Ordinance is, for any reason, held to be invalid or unconstitutional by any court of competent  
17 jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of  
18 this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and  
19 each section, subsection, subdivision, paragraph, sentence, clause, phrase and portion of this  
20 Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs,  
21 sentences, clauses, phrases or portions thereof may be declared invalid or unconstitutional. To this  
22 end, the provisions of this Ordinance are declared severable.  
23  
24

25 **SECTION 7. Effective Date.**

26 This Ordinance shall become effective thirty (30) days after its passage and adoption. Within  
27 fifteen (15) days of the date of adoption of this Ordinance, the City Clerk shall post a copy of said  
28

1 Ordinance in places designated for such posting and shall certify to the same. The City Clerk shall  
2 certify the passage of this Ordinance and shall cause the same to be published as required by law.

3  
4 **PASSED, APPROVED AND ADOPTED** this 3rd day of November, 2015.

5  
6 \_\_\_\_\_  
7 Karina Macias, Mayor

8 ATTEST:

9 \_\_\_\_\_  
10 Donna G. Schwartz, CMC  
11 City Clerk



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

November 3, 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:

## **CONSIDERATION OF AN ACTIVITY IN PUBLIC PLACES PERMIT FOR THE CHAMBER OF COMMERCE'S ANNUAL "CHRISTMAS LANE PARADE" (\$15-27).**

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

1. Consider the approval of an Activity in Public Places Permit request from The Greater Huntington Park Area Chamber of Commerce to conduct the annual "Christmas Lane Parade" along Pacific Boulevard, between Slauson Avenue and Florence Avenue, on November 21, 2015, at 6:00pm.
2. Discussion and/or action regarding City co-sponsorship of the event.

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

City Council approval of an Activity in Public Places Permit (Permit) for the proposed street parade is required due to the request to close the public street, per Huntington Park Municipal Code Section 5-13.02. The Greater Huntington Park Area Chamber of Commerce is requesting the street closure of Pacific Boulevard, between Slauson Avenue and Florence Avenue, on November 21, 2015 for the annual Christmas Lane Parade.

### **FISCAL IMPACT/FINANCING**

The Greater Huntington Park Area Chamber of Commerce (Chamber of Commerce) is responsible for costs incurred by the City related to the street parade. City staff will review the applicable estimated departmental costs with the Chamber prior to the event. The Total Actual Cost will be determined by the City Finance Department after the conclusion of the parade. The applicant will pay the entirety of the invoice within 30 days of receiving the invoice.

Staff has provided the following cost estimate for this year's Christmas Lane Parade:

# CONSIDERATION OF AN ACTIVITY IN PUBLIC PLACES PERMIT FOR THE CHAMBER OF COMMERCE'S ANNUAL "CHRISTMAS LANE PARADE" (S15-27).

November 3, 2015

Page 2 of 3

Police Department	\$9,969.54
Public Works Department	\$9,851.21
Loss of Parking Meter Revenue	\$1,000.00
<b>Total Estimated Cost to City</b>	<b>\$20,820.75</b>

The Chamber of Commerce is asking for the City's participation as a cosponsor for the event. Specifically, the Chamber of Commerce is requesting that the City contribute \$20,000 towards the parade. All City contributions towards the Christmas Lane Parade would impact the City's General Fund. The City has appropriated funds within account 111-0240-466.55-42, specifically designated for public events. Funding is contingent upon the Chamber of Commerce submitting documentation satisfying City requirements including, but not limited to, financial hardships.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This year, the street parade will take place on Saturday, November 21, 2015 from 6:00 p.m. to 7:30 p.m.

Per the Huntington Park Municipal Code, Section 5-13 (Activities in Public Places), the request to use the public street requires City Council approval. The Police Department, Public Works Department, Engineering Division, Building and Safety Division, Finance Department, Community Development Department and the Office of the City Clerk have reviewed the application to ensure compliance with all applicable federal, state and local regulations.

The "Christmas Lane Parade" has been conducted annually by the Chamber of Commerce for 64 years. The street parade will have assembly of entry units, marching bands, floats, specialty units, and convertible vehicles. To accommodate the street parade, Pacific Boulevard will be closed to vehicular traffic between Slauson Avenue and Florence Avenue (see attached map). Portions of other side streets such as Gage Avenue, Zoe Avenue, and Saturn Avenue will also be closed for ancillary activities. The street fair is estimated to attract approximately 15,000.

In addition, as part of the new policies, when an event is requested to take place on a street, alley, or if other interruptions of street or sidewalk areas are anticipated, the applicants are required to obtain written consent of at least seventy percent of the businesses, individuals, or parties impacted by the event. As of the date when this report was prepared, the Chamber has not provided City staff the required signatures for this event.

## **CONCLUSION**

Upon City Council approval of the Activity in Public Places Permit for the Chamber of Commerce's 2015 "Christmas Lane Parade", City staff will meet with the Chamber of Commerce concerning the specifics of the event, including costs and areas of coordination.

**CONSIDERATION OF AN ACTIVITY IN PUBLIC PLACES PERMIT FOR THE  
CHAMBER OF COMMERCE'S ANNUAL "CHRISTMAS LANE PARADE" (S15-27).**

November 3, 2015

Page 3 of 3

Respectfully submitted,



John A. Ornelas  
Interim City Manager



Manuel Acosta  
Economic Development Manager

**ATTACHMENTS**

- A. Activity in Public Places Permit-Application/Layout/Letter
- B. Departmental/Agency Cost Estimates

**ACTIVITY IN PUBLIC PLACES  
PERMIT APPLICATION**

**ATTACHMENT: A**



City of  
**HUNTINGTON PARK** *california*

COMMUNITY DEVELOPMENT DEPARTMENT

6550 MILES AVENUE

HUNTINGTON PARK, CA 90255

TEL: (323) 584-6210 FAX: (323) 584-6244

**ACTIVITY IN PUBLIC PLACES  
PERMIT APPLICATION**

PERMIT NO. \_\_\_\_\_

**FILING FEE:** Minor Events: \$244.19 plus \$10.00 per day; **\$81.40 for non-profit entities**, plus \$10.00 per day.  
Major Events: \$1,627.88 plus \$10.00 per day; **\$542.62 for non-profit entities**, plus \$10.00 per day.

1. **APPLICANT** (If the applicant is an organization or business, also include the name of a contact person):  
THE GREATER HUNTINGTON PARK AREA CHAMBER OF COMMERCE

LETICA MARTINEZ, EXECUTIVE DIRECTOR/CEO

Mailing Address: 6330 PACIFIC BLVD., SUITE 208, HUNTINGTON PARK, CA 90255

Phone 1: 323-585-1155

Phone 2: \_\_\_\_\_

Fax: 323-585-2176

Huntington Park Business License No: N/A

Non-profit organization? Yes  No  If yes, Tax I.D. No? 95-1239700

Emergency Contact (name and telephone): LETICIA MARTINEZ (323) 547-3976

2. **ADDRESS / LOCATION OF EVENT/ACTIVITY** (Describe on which portion of the public-right-of-ways the event/activity will take place, i.e. – sidewalk, street alley, etc.):  
PACIFIC BLVD. BETWEEN SLAUSON AVE. TO FLORENCE AVE.

3. **DESCRIPTION OF EVENT/ACTIVITY** (Describe purpose of event/activity. Include all activities such as meetings, assembly, parade, procession, or entertainment, etc., if more space is needed please attach a separate sheet of paper):

ASSEMBLY OF ENTRY UNITS - MARCHING BANDS, FLOATS, EQUESTRIAN UNITS, MUSIC BANDS, SPECIALTY UNITS,  
AND CONVERTIBLE VEHICLES.

4. **DATE(S) OF EVENT/ACTIVITY:**  
SATURDAY, NOVEMBER 21, 2015

5. **TIME(S) OF EVENT/ACTIVITY (for each day):**  
6:00 P.M. TO 7:30 P.M.

6. **Have you conducted this event/activity in the past twelve (12) months, in this or a neighboring city?**  
Yes  No  If yes, where? IN THIS CITY.

Date(s) NOVEMBER 22, 2014

7. Have you requested or obtained a permit from any other city within which the proposed event/activity shall commence, terminate or occur in part?

Yes  No  If yes, which city? N/A

8. Number of persons expected to attend proposed event/activity? 15,000

9. Number and type of vehicles, equipment and animals that will be used at the proposed event/activity?  
20 CONVERTIBLE VEHICLES, FIVE FIVE SELF-PROPELLED FLOATS, 5 EQUESTRIAN UNITS.

10. Will there be vendors that will be participating in the event/activity?  
Yes  No  If yes, how many? APPROXIMATELY 3-5

11. Do you have insurance for the proposed event/activity?  
Yes  No  If yes, provide information and attach proof: STATE FARM INSURANCE

12. Applicant's authorized representative(s) for management of event/activity. If more than one, please list on a separate sheet of paper. (Note: Applicant or authorized representative(s) must be present at all times during the event/activity)

Representative's Name: LETICIA MARTINEZ, EXECUTIVE DIRECTOR/CEO

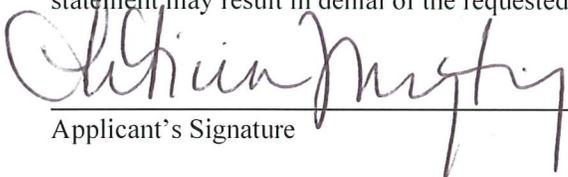
Contact Number: 323-585-1155

Mailing Address: 6330 PACIFIC BLVD., SUITE 208, HUNTINGTON PARK, CA 90255

**Please Note:**

- *Submittal of a plan/map showing the location of the event/activity, including pedestrian and/or vehicle circulation is required.*
- *A fully completed application with all required approvals must be submitted to the Community Development Department a minimum of thirty (30) days prior to the date of the event/activity, or a minimum of ninety (90) days prior to the date of the event/activity if City Council approval is required.*

**CERTIFICATE AND AFFIDAVIT OF APPLICANT:** I/We understand and agree to abide by all of the Activity in Public Places Permit regulations of the City of Huntington Park and any other conditions imposed for the event/activity requested. I/We certify that all statements made on this application are true and complete. I/We understand that any false statement may result in denial of the requested permit or revocation of any issued permit.

  
Applicant's Signature

MAY 18, 2015 10/12/15  
Date

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

**FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE**

Date Submitted: \_\_\_\_\_ Received By: \_\_\_\_\_

Filing Fee: \_\_\_\_\_ Receipt No.: \_\_\_\_\_

City Council Approval Required? No  Yes  if yes, tentative meeting date? \_\_\_\_\_

Departmental/Division Approvals Required:

Police Department       City Clerk       Revenue Collections       Engineering

Building and Safety       Planning       Field Services

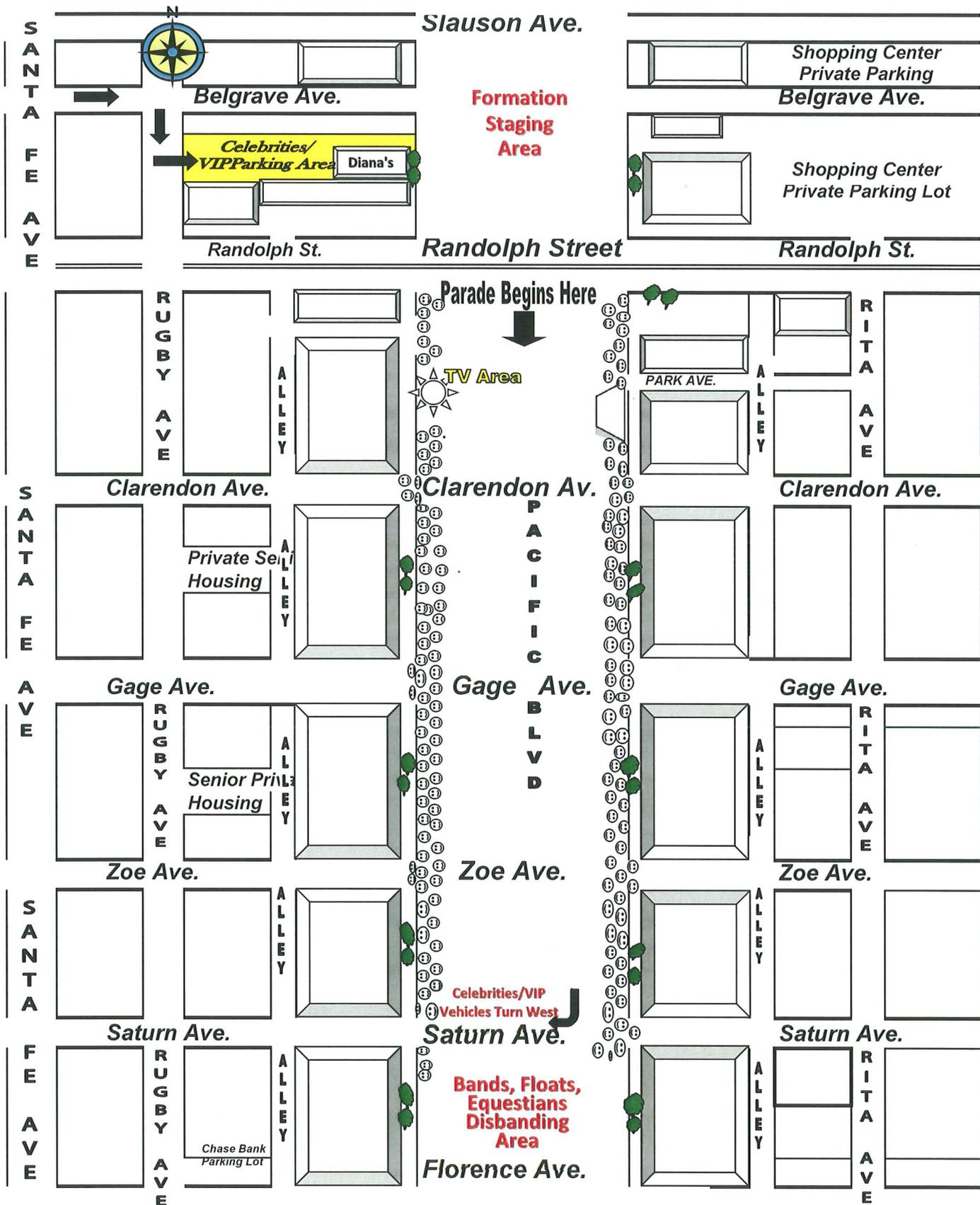
Outside Agency Approvals Required:

L.A. County Fire Dept.       L.A. County Health Dept.       Dept. of Alcoholic Beverage Control (ABC)



# 2015 HUNTINGTON PARK FABULOUS HOLIDAY - CHRISTMAS LANE PARADE

Saturday, November 21, 2015 - 6:00 p.m.



# The Greater Huntington Park Area CHAMBER OF COMMERCE

6330 Pacific Blvd., Ste 208, Huntington Park, CA 90255 • Tel: 323-585-1155 • Info@HPChamber.org • www.HPChamber.org



October 8, 2015

Mayor Karina Macias & City Council Members  
CITY OF HUNTINGTON PARK  
6550 Miles Avenue  
Huntington Park, CA 90255

Regarding: "Proposed Presentation of 65<sup>th</sup> Anniversary 'Huntington Park Christmas Parade' - Saturday, November 21"

Dear Mayor Macias and Councilmembers:

In light of the current economy, the Chamber of Commerce is respectfully requesting the City's Co-Sponsorship of this year's proposed 65<sup>th</sup> Anniversary "Huntington Park Christmas Parade" scheduled for Saturday, November 21 at 6:00 p.m. along Pacific Blvd.

Please note that this year's request for the City's assistance in presenting the Huntington Park Christmas Parade is not for a waiver of fees. The Chamber of Commerce is requesting the Co-Sponsorship of \$25,000 that will assist in offsetting the City's services costs, television production and other expenses.

Our Chamber of Commerce would like to further discuss a few recommendations that can be considered in mutually streamlining the cost, and still being able to present the Huntington Park Christmas Parade as opposed to canceling it.

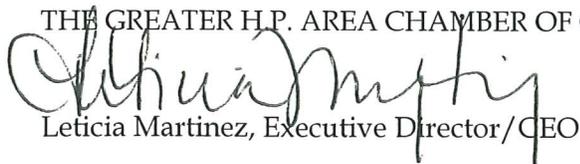
We feel confident that through open dialogue, we can find other alternative ways to economically assure the downtown businesses and residents that Huntington Park will provide a 2015 Christmas-Parade.

As in the past, the Chamber is proposing to pay for the cost of staff salaries, parade insurance, all technical and general contracted services, including bus and air transportation of bands and celebrities, automobiles for the VIP participants, vehicle signs, banners, trophies, plaques, ribbons, postage and printing.

Thank you in advance for your time and consideration toward the presentation of this annual institutional community-event. Please feel free to contact me at [LMartinez@HPChamber.org](mailto:LMartinez@HPChamber.org) or (323) 585-1155 if you have any questions.

Respectfully,

THE GREATER H.P. AREA CHAMBER OF COMMERCE

  
Leticia Martinez, Executive Director/CEO

Cc: Theresa Bagues & Edith Harder, Co-Presidents  
Chamber Board of Directors  
John Orneleas, Interim City Manager  
Edgar Cisneros, Assistant City Manager  
Donna Schwartz, City Clerk

Cosme Lozano, Chief of Police  
Jan Mazyck, Director of Finance  
Mike Ackerman, Public Works Director  
Manny Acosta, Econ. Dev. Manager  
Parade Committee Members

Co-President

**Theresa Bagues**

*Guerra, Cunningham, Bagues FDR'S*

Co-President

**Edith Harder**

*Huntington Park Self Storage*

1st Vice President

**Sonia Luz-Chavez**

*Casa Luz Restaurant*

2nd Vice President

**Andy Molina**

*Southeast Churches Services Center*

3rd Vice President

**Martin Madrigal**

*Dearden's Furniture*

Treasurer

**Don Brabant**

*Brabant Realty & Management*

Executive Director/CEO

**Leticia Martinez**

*Greater Huntington Park Area  
CHAMBER OF COMMERCE*

## DIRECTORS

**Anna Chavez**

*Care 1st*

**Fernando Cole**

*Wilshire Bank*

**David Ford**

*Southern California Edison Co.*

**Salvador Garcia**

*Shakey's Pizza*

**Leonardo Lopez, Jr.**

*Leonardo's Restaurant*

**Araceli Lonergan**

*Community Hospital*

**Joe Martinez**

*Hub Cities Consortium*

**David Meza**

*Southern California Gas Co.*

**Victor Peraza**

*Edge Hardware*

**Jose Luis Solache**

*The Oldtimers Foundation*

**Marco Soto**

*Fiesta Taxi*

**Jose Zepeda, Jr.**

*El Aviso Magazine*

\* Past President

**DEPARTMENTAL / AGENCY COST  
ESTIMATES**

**ATTACHMENT: B**

**CITY OF HUNTINGTON PARK  
PUBLIC WORKS DEPARTMENT  
Christmas Lane Parade 2014  
EVENT COST ESTIMATE**

PERSONNEL		DATE	JOB DESCRIPTION	HOURS	REG RATE	OVERTIME RATE	# OF STAFF	CLASSIFICATION	SUB TOTAL	GRAND TOTAL
		11/19/2014 (Wednesday)	Load and drop off delineators at designated areas for posting of No Parking signs.	3	\$24.79		2	Maint. Workers	\$148.74	
		11/21/2014 (Friday)	Prepare all vehicles: Load Street closure equipment barricades, cones, delineators, & event signs.	4	\$24.79		5	Maint. Workers	\$495.80	
		11/22/2014					1	P.W. Supervisor	\$146.20	
<b>Public Works Crew One (5am to 2:30pm)</b>										
		5 am to 7am	equipment staging	9		\$37.18	4	Maint. Workers	\$1,338.48	
		7 am	1 <sup>st</sup> street closure	9		\$49.62	1	Maint. Electrician	\$446.58	
		12 pm	2 <sup>nd</sup> street closure	9		\$56.33	1	P.W. Supervisors	\$506.97	
<b>Public Works Crew Two starts (2pm to 11:30pm)</b>										
		2 pm	3 <sup>rd</sup> street closure	9		\$37.18	5	Maint. Workers	\$1,673.31	
		6 pm	4 <sup>th</sup> street closure	9		\$56.33	1	P.W. Supervisors	\$506.97	
		8:30 pm	Parade ends/Pacific Blvd. is cleared							
		9pm to 11pm	Breakdown of street closure							
								Sub Total	\$5,263.05	
								Overhead	\$1,315.76	
								PERSONNEL TOTAL	\$6,578.81	\$6,578.81
								25.0%		
<b>EQUIPMENT</b>		<b>TYPE</b>	<b>HOURS</b>	<b>HOURLY RATE</b>						
	Unit #353	Dump truck	10	\$32.90	1				\$329.00	
	Unit #186	Pick up truck	10	\$21.43	1				\$214.30	
	Unit #346	Stake bed truck	10	\$21.43	1				\$214.30	
	Unit #410	Barricade trailer	10	\$21.43	1				\$214.30	
	Unit #409	Cargo trailer	10	\$21.43	1				\$214.30	
	Units#226, 227, 228	Message boards on a trailer	72	\$3.20	3				\$691.20	
<b>EQUIPMENT TOTAL</b>									<b>\$1,877.40</b>	<b>\$1,877.40</b>
<b>MATERIALS</b>		<b>QTY.</b>	<b>RATE</b>							
	Barricades	10' barricades with stands	200	\$3.50					\$762.00	
	Cones	18" traffic cones with reflective collars	100	\$0.50					\$50.00	
	Delineators	Portable traffic delineators	120	\$0.55					\$66.00	
	Sings	NO Rt./Lt. Turn. Merge symbols & lane closed	22	\$4.50					\$99.00	
	Sings	Detour, road closed & road closed ahead	80	\$4.50					\$360.00	
	Barricades	Type one barricades & type three event signs	8	\$3.50					\$28.00	
	Arrow board	Arrow board on a trailer	1	\$30.00					\$30.00	
<b>MATERIAL TOTAL</b>									<b>\$1,395.00</b>	<b>\$1,395.00</b>
<b>TOTAL EVENT COST</b>									<b>\$9,851.21</b>	
<b>TOTAL OVERTIME PERSONNEL COST</b>									<b>\$4,472.31</b>	

PREPARED BY: Juan A. Preciado, Public Works Supervisor  
DATE: October 27, 20104

EVENT OVERTIME ESTIMATE						
Annual Christmas Lane Parade (2015)						
Position	Hourly Rate	Overtime Rate 150%	Hours Worked	Total of Hours Worked Per Officer	Total # Of Officers	
Police Lieutenant	\$ 61.71	\$ 92.57	10.00	\$925.65	1	\$925.65
Police Sergeant	\$ 55.03	\$ 82.55	5.00	\$412.73	3	\$1,238.18
Senior Officer	\$ 48.83	\$ 73.25	10.00	\$732.45	1	\$732.45
Senior Officer	\$ 48.83	\$ 73.25	4.50	\$329.60	14	\$4,614.44
Comm Operator (Dispatcher)	\$ 31.59	\$ 47.39	7.00	\$331.70	1	\$331.70
Code Enforcement Officer	\$ 33.33	\$ 50.00	6.50	\$324.97	2	\$649.94
Parking Enf Officer	\$ 24.62	\$ 36.93	10.00	\$369.30	4	\$1,477.20
<b>Total Projected Overtime</b>						<b>\$9,969.54</b>



The conditions are as follow:

The Police Department approval is contingent upon the listed conditions being met, coupled with the decisions reached during the planning process.

The Police Department has the descretion to increase or decrease staffing based on the final event plan presented

The Police Department has final approval of the security deployment plan

All vendors will be required to obtain a City of Huntington Park business license

**\*\*\*\*To accomplish the street closures, we will require city yard employees, throughout the day, to deliver and set up barricades, sign, etc...\*\*\*\***

**We will need city yard employees as early as 0630 hours up to the end of the parade to pick up all of the barricades.**

**Contact City Yards for actual costs**

**THIS IS A PRELIMINARY ESTIMATE**

**THIS ESTIMATE IS SUBJECT TO CHANGE BASED ON THE AVAILABILITY OF ON DUTY PERSONNEL AND CHANGING CONDITIONS IN THE EVENT PLANNING**



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**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Huntington Park encourages the City Manager to identify and utilize existing and potential public/private partnerships to inform citizens about the availability of the Federal and State Earned Income Tax Credit and Volunteer Income Tax Assistance programs.

**BE IT FURTHER RESOLVED**, that the City Council of the City of Huntington Park does hereby encourage each city entity to work in partnership with private outreach campaigns to identify and utilize existing communication mechanisms to inform their employees and citizens about the availability of the EITC and VITA programs, which may include city publications, billing notices, websites, human resource materials and communications, correspondence, and forms from the City Business Tax and Fee department; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Huntington Park hereby directs the City Manager to place a public service announcement on the City’s local cable show and to have VITA related posters and brochures at City facilities including public libraries, city hall, and all public sites throughout the city; and,

**BE IT FURTHER RESOLVED**, that the City Council of the City of Huntington Park join the California State Board of Equalization, Franchise Tax Board, Internal Revenue Service and Jerome E. Horton, Chairman to the California State Board of Equalization in advocating the Earned Income Tax Credit and the Volunteer Income Tax Assistance Program to qualified families and individuals.

**PASSED, APPROVED AND ADOPTED** this 3<sup>rd</sup> day of November 2015.

\_\_\_\_\_  
Karina Macias, Mayor

ATTEST:

\_\_\_\_\_  
Donna G. Schwartz, CMC  
City Clerk

2361 ROSECRANS AVENUE, SUITE 450  
EL SEGUNDO, CA 90245-4923  
TEL 1-310-297-5201  
FAX 1-310-536-4460  
WEBSITE: [www.boe.ca.gov/members/horton](http://www.boe.ca.gov/members/horton)



621 CAPITOL MALL, SUITE 975  
SACRAMENTO, CA 95814  
TEL 1-916-445-4154  
FAX 1-916-323-2869  
E-MAIL: [Jerome.Horton@boe.ca.gov](mailto:Jerome.Horton@boe.ca.gov)

**JEROME E. HORTON**  
CHAIRMAN  
CALIFORNIA STATE BOARD OF EQUALIZATION

40PFP0CT2015041148

October 1, 2015

Mayor Karina Macias  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor Macias:

Working families within your city may be entitled to upwards of \$18,000 in state and federal refundable and non-refundable tax credits, grants, and a variety of family resources. These constituents may also be entitled to a share of billions in services, such as affordable housing, telephone services, low-cost auto insurance and other educational and money-saving products.

Equally exciting, I am partnering with the Board of Equalization, Franchise Tax Board and Internal Revenue Service to provide qualified individuals with free income tax preparation and other community services. The event is called our *Free Income Tax Preparation and Family Resource Fair* as part of the Volunteer Income Tax Assistance (VITA) program.

Every year nearly \$2.3 Billion in federal earned income tax credits (EITC) and \$180 million in state refunds go unclaimed. With your assistance in helping us spread the word we can recapture these and other funds to help stimulate our economy, create jobs, and improve the quality of life for California residents.

Last year the VITA program captured over \$381 million in state and federal tax refunds by helping millions of Californians file their tax returns. In addition to the income tax preparation, qualifying participants will have the opportunity to apply for and receive much-needed family services. This is a volunteer-based effort where college students are trained and certified by the IRS and work alongside countless organizational volunteers.





Mayor Macias  
Page 2 of 2  
October 1, 2015

This year, qualified taxpayers who earn less than \$53,267 may be eligible to receive a maximum of \$6,242 in federal EITC. On the state level, qualified taxpayers who earn less than \$13,870 may be eligible to receive a maximum of \$2,653 in state EITC.

The EITC is a refundable credit. Unlike other available tax credits, the EITC is a direct cash payment which is added to any refund due to qualifying individuals.

Your partnership means you will help spread the word among those you are able to reach and influence. As an elected official, your support is important, and will have a profound impact on countless families within the City of Huntington Park. If you decide to join us, you will receive sample notices and announcements to send to your constituents and make them aware of these valuable resources.

I have taken the liberty of enclosing a sample resolution and proclamation for your consideration. I have also enclosed a list of our 2016 program events for your review.

Alfred Konuwa, the VITA coordinator, will follow up by telephone to answer any questions you may have, related to the proposed partnership. He may be reached at (310) 297-5205 or via email at [Alfred.Konuwa@boe.ca.gov](mailto:Alfred.Konuwa@boe.ca.gov).

Your participation will contribute greatly to a successful 2016 *Free Income Tax Preparation and Family Resource Fair*, and I look forward to our partnership.

Sincerely,



JEROME E. HORTON, Chairman  
3<sup>rd</sup> District, Board Member

Enclosures

Preliminary 2016 VITA Schedule

Sample Resolution

Sample Proclamation

**Preliminary 2016 3<sup>rd</sup> Board of Equalization District's  
Free Income Tax Preparation and Family Services Events\***

<b>Date</b>	<b>Location</b>	<b>Time</b>
Saturday, February 6, 2016	Los Angeles Southwest College 1600 West Imperial Highway Los Angeles, CA 90047	10:00 a.m. – 2:00 p.m.
Saturday, February 13, 2016	California State University, Dominguez Hills 1000 East Victoria Street, Carson, CA 90747	10:00 a.m. – 2:00 p.m.
Saturday, February 20, 2016	California State University, Los Angeles Salazar Hall 5151 State University Drive Los Angeles, CA 90032	10:00 a.m. – 2:00 p.m.
Saturday, February 20, 2016	California State University, Northridge 18111 Nordhoff Street Northridge, CA 91330	10:00 a.m. – 2:00 p.m.
Wednesday, February 24, 2016	Rio Hondo College Business Building 3600 Workman Mill Road Whittier, CA 90601	9:30 a.m. – 2:00 p.m.
Saturday, February 27, 2016	UCLA 110 Westwood Plaza Los Angeles, CA 90077	10:00 a.m. – 2:00 p.m.
Saturday, February 27, 2016	Oxnard College Library learning Resource Center 4000 South Rose Avenue Oxnard, CA 93033	2:00 p.m. – 6:00 p.m.
Saturday, March 5, 2016	California State Polytechnic University, Pomona College of Business Administration, Building 163 3801 West Temple Avenue Pomona, CA 91768	10:00 a.m. – 2:00 p.m.
Saturday, March 5, 2016	Los Angeles Public Library 630 West 5 <sup>th</sup> Street Los Angeles, CA 90071	10:00 a.m. – 2:00 p.m.
Saturday, March 12, 2016	Santa Monica College 1510 Pico Boulevard Santa Monica, CA 90405	10:00 a.m. – 2:00 p.m.
Saturday, March 19, 2016	California State University, Long Beach College of Business Administration 1250 Bellflower Boulevard Long Beach, CA 90840	10:00 a.m. – 2:00 p.m.
Saturday, April 2, 2016	Boyle Heights Technology Youth Center 1600 East 4 <sup>th</sup> Street Los Angeles, CA 90033	10:00 a.m. – 2:00 p.m.

**\*Dates subject to change. More events may be added at a later time.**



# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report

November 3, 2015

Honorable Chair 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 SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (PSA) WITH LAN WAN ENTERPRISES INC.**

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

1. Approve second amendment to professional services agreement (the "Amended Agreement") with LAN WAN Enterprises Inc. ("LAN WAN") for the addition of network support and maintenance services for the Police Department; and
2. Authorize the Interim City Manager to execute the Amended Agreement.

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

On April 1, 2014, the City entered into an Agreement with LAN WAN for IT support services (the "Master Agreement") for a one-year period. On April 1, 2015, the City entered into a First Amendment to the Master Agreement for continued IT support services for another one-year period through April 30, 2016.

With the transition of personnel including other matters that arose related to IT services within the Police Department, the City Manager engaged LAN WAN on an emergency basis to secure IT systems and deliver other urgent services on behalf of the Police Department.

With transitions now stabilized, under ordinary circumstances, a request for proposal would be issued to select a vendor to provide ongoing IT services for the Police Department. However, in light of the potential disruption and security concerns it would be a difficult undertaking to potentially engage yet another IT services firm in a very short period of time and have the potential for yet another transition.

Therefore, staff is proposing that the City amend the existing agreement with LAN WAN to unify all departments under a common agreement through the end of FY15/16.

It is staff's intent to issue a request for proposal for IT services for the entire City no later than February 2016, allowing sufficient time for a thoughtful, competitive process and have a vendor in place by the adoption of the City's FY 16/17 budget.

**APPROVE SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
WITH LAN WAN ENTERPRISES INC.**

November 3, 2015

Page 2 of 2

**FISCAL IMPACT/FINANCING**

For FY 15/16, the amount appropriated for IT services for the Police Department is \$155,000. The entire amount has been expended on “urgent and transition” services thereby leaving a zero balance available for ongoing support services.

Under the new contract, the required monthly support services (as described in Exhibit A of the Second Amendment to Professional Services Agreement) in the amount of \$15,600 per month. No additional budget appropriation is requested at this time. Monies will be transferred from other Police Department budgeted accounts to cover the additional expenses.

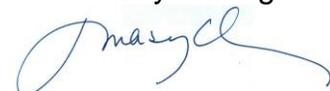
**CONCLUSION**

We recommend that Council approve the execution of a Second Amendment to the Master Agreement.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



Jan Mazyck  
Interim Director of Finance

**Attachment**

- A. Second Amendment to Professional Services Agreement



2015  
SECOND AMENDMENT  
TO PROFESSIONAL SERVICES AGREEMENT  
(Engagement: Network Support and Maintenance Services)  
(Parties: City of Huntington Park and LAN WAN Enterprise, Inc.)

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Second Amendment") to that certain document entitled "Professional Services Agreement" (the "Master Agreement") executed as of April 1, 2014, by and between the City of Huntington Park, a municipal corporation (hereinafter, "City"), and Lan Wan Enterprise, Inc., a California Corporation (hereinafter, "Consultant"), and amended on April 15, 2015, is made and entered into this \_\_\_\_\_ day of October 2015. For the purposes of this Second Amendment, City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Consultant interchangeably.

RECITALS

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

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

WHEREAS, on or about April 6, 2015, the Parties executed and entered into the First Amendment to the Master Agreement, which is attached hereto as Exhibit "C"; and

WHEREAS, the City desires to continue the following additional professional services: network support and maintenance services for the Huntington Park Police Department; and

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

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

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

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

1. Section 3.1 (Term) is amended in part to read as follows:

The term of the Master Agreement is hereby extended for an additional extending the expiration date from April 1, 2016 to June 30, 2016 (the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.

2. Section 2.1 of the First Amendment (Compensation) is hereby amended in part to read as follows:

Consultant's total compensation for the performance and completion of all of the work specified in the Scope of Work, which is part of the Master Agreement and attached hereto as Exhibit A, shall not exceed the lump sum of ONE HUNDRED SIXTY EIGHT THOUSAND, EIGHT HUNDRED DOLLARS (\$168,800) (hereinafter, the "Contract Price"). The Contract Price reflects total payments for the remainder of the contract period for both the City and the Police Department. The Parties agree that the Contract Price includes compensation for all labor and materials, tools, supplies, equipment, business licenses that are customary and necessary to competently carry out the work required, and in a manner that is consistent with the Consultant's line of business. The Parties may agree to have Consultant complete Extra Work (work not specified in the Scope of Services) pursuant to the terms set forth at Section 4 of the First Amendment.

3. Section 1.2 of the Master Agreement (Scope of Services) is hereby amended in part to read as follows:

The scope of services, which are listed in Exhibit "A" to the Master Agreement, shall be amended to include the services contained in Exhibit "A" attached to this Second Amendment, which shall be provided to the Huntington Park Police Department located at 6542 Miles Avenue, Huntington Park, CA 90255.

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

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

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

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

**CITY: CITY OF HUNTINGTON PARK**

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

By: \_\_\_\_\_  
John A. Ornelas, Interim City Manager  
City of Huntington Park

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

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

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

## Exhibit "A"

### Scope of Services

LWE systems engineers will be onsite for 36 hours a week to resolve user issues and provide hands on network maintenance, and to maintain reliability of the network. LWE will focus on asset information capture and administration. In addition to the on-site service, LWE will monitor the network remotely. LWE will also provide the following services:

1. Support and maintain physical and virtual servers.
2. Support all users IT requests.
3. Support all software's in the network.
4. Maintain and monitor network security.
5. Support WiFi and Internet service providers.
6. Virus and SPAM protections.
7. Email administrations.
8. Daily check of system backup logs.
9. Monitor health of the servers.
10. Monitor health of the firewall.
11. Monitor health of the router.
12. Monitor health of the virus protection software for all servers and all workstations to ensure that there were no errors, and security breaches attempted.
13. Depending on the nature of the patch, LWE will apply daily and weekly security/O.S. patches.
14. Create a yearly IT budget for the Police Department ahead of time.
15. Maintain and update IT inventory.
16. Evaluate IT needs regularly and create an IT assessment once a year for the Police Department.

Exhibit "B"

2014

Professional Services Agreement

(Engagement: Network Support and Maintenance Services

Parties: City of Huntington Park and LAN WAN Enterprise Inc.

## PROFESSIONAL SERVICES AGREEMENT

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

NOW THEREFORE, the parties hereto agree as follows:

### SECTION ONE: SERVICES OF CONSULTANT

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

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

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

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

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

**SECTION TWO: COMPENSATION**

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

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

**SECTION THREE: TERM**

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

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

**SECTION FOUR: COORDINATION OF WORK**

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

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

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

**SECTION FIVE: INDEMNIFICATION**

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

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

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

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

**SECTION SIX: RECORDS AND REPORTS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION NINE: MISCELLANEOUS**

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

**CITY:**

**CITY OF HUNTINGTON PARK**

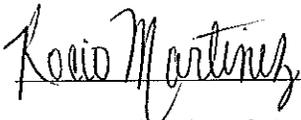
By:   
City Manager, City of Huntington Park

**CONSULTANT:**

**LAN WAN ENTERPRISE, INC.**

By:   
Rami Dababneh, LAN WAN Enterprise

**ATTEST:**

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

APPROVED AS TO FORM  
RUTAN & TUCKER, LLP

By:   
City Attorney, City of Huntington Park

## EXHIBIT A

### PROPOSAL

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

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

#### *A. Scope of Work*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit "C"

2015  
First Amendment to  
Professional Services Agreement  
(Engagement: Network Support and Maintenance Services)  
(Parties: City of Huntington Park and LAN WAN Enterprise, Inc.)



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

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the "Amendment") to that certain document entitled "Professional Services Agreement" (the "Master Agreement") executed as of April 1, 2014, by and between the City of Huntington Park, a municipal corporation (hereinafter, "City"), and Lan Wan Enterprise, Inc., a California Corporation (hereinafter, "Consultant"), is made and entered into this **6<sup>th</sup> day of April, 2015**. For the purposes of this Amendment, City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Consultant interchangeably.

**RECITALS**

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

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

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

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

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

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

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

1. Section 3.1 (Term) is amended in part to read as follows:

The term of the Master Agreement is hereby extended for an additional period commencing from April 1, 2015 and expiring on April 1, 2016 (the "Term"). Nothing in this

Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.

2. Section 2.1 (Compensation) is hereby amended in part to read as follows:

Consultant's total compensation for the performance and completion of all of the work specified in the Scope of Work, which is part of the Master Agreement and attached hereto as Exhibit A, shall not exceed the lump sum of EIGHTY FOUR THOUSAND DOLLARS (\$84,000.00) (hereinafter, the "Contract Price"). The Parties agree that the Contract Price includes compensation for all labor, materials and tools that are customary and necessary to competently carry out the work required with regard to the Scope of Services, and in a manner that is consistent with the Consultant's line of business. The Parties may agree to have Consultant complete Extra Work (work not specified in the Scope of Work) pursuant to the terms set forth at Section 4 of this Amendment.

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

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

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

#### Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- A. General Liability: \$ 1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit or \$2,000,000. Products/Completed Operations aggregate shall apply separately to this

contract/agreement or the aggregate limit shall be twice the required per occurrence limit.

- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance
- D. Professional Liability: \$1,000,000 per occurrence.

Other Insurance Provisions

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

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

### Deductibles and Self-Insured Retentions

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

### Acceptability of Insurers

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

### Verification of Coverage

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

### Subcontractors

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

4. Extra Work. Consistent with section 2.1 of the Master Agreement, City shall have the right at any time during the performance of the services, without invalidating this Amendment or Master Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Consultant, incorporating therein any adjustment in compensation, which adjustments are subject to the written approval of the Consultant. Extra Work identified for FY 15-16 is provided for in Attachment B. The City reserves the right to amend Attachment B at any time to include additional Extra Work as projects and/or technological emergencies arise.

It is expressly understood by Consultant that Extra Work shall not apply to services specifically set forth in the Scope of Work or reasonably contemplated therein. Consultant acknowledges that it accepts the risk that the services to be provided as specified in the Scope of Work may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor.

5. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This Amendment and Master

Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

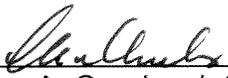
6. The provisions of this Amendment shall be deemed a part of the Master Agreement and, except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions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

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

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

**CITY: CITY OF HUNTINGTON PARK**

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

By:   
John A. Ornelas, Interim City Manager  
City of Huntington Park

By: 

Date: 5-7-2015

Date: 5/6/2015

# Attachment "A"

(See attached Master Agreement)

## PROFESSIONAL SERVICES AGREEMENT

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

NOW THEREFORE, the parties hereto agree as follows:

### SECTION ONE: SERVICES OF CONSULTANT

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

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

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

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

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

**SECTION TWO: COMPENSATION**

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

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

**SECTION THREE: TERM**

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

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

**SECTION FOUR: COORDINATION OF WORK**

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

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

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

**SECTION FIVE: INDEMNIFICATION**

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

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

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

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

**SECTION SIX: RECORDS AND REPORTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION NINE: MISCELLANEOUS**

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

**CITY:**

**CONSULTANT:**

**CITY OF HUNTINGTON PARK**

**LAN WAN ENTERPRISE, INC.**

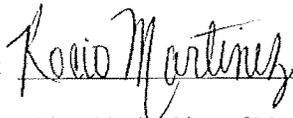
By:  \_\_\_\_\_

City Manager, City of Huntington Park

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

Rami Dababneh, LAN WAN Enterprise

**ATTEST:**

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

Sr. Deputy City Clerk, City of Huntington Park

APPROVED AS TO FORM  
RUTAN & TUCKER, LLP

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

City Attorney, City of Huntington Park

## EXHIBIT A

### PROPOSAL

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

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

#### *A. Scope of Work*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# **Attachment “B”**

## **Extra Work FY 14-15**

Consistent with Section 2.1 and 4, Extra Work for FY 15-16 shall include the following activities in addition to those requirements within the Scope of Services.

- A. Upgrade of the servers' operating system
- B. Upgrade of other hard and software as required with upgrade of operating system
- C. Point-to-point wireless communication

Compensation for Extra Work is outside the Contract Price and will be compensated separately but within the constraints as outlined within Section 2.1.



# CITY OF HUNTINGTON PARK

Parks and Recreation Department  
City Council Agenda Report

November 3, 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:

## **CONSIDERATION OF AN ACTIVITY IN PUBLIC PLACES PERMIT FOR MEXICAN AMERICAN OPPORTUNITY FOUNDATION'S (MAOF) ANNUAL FAMILY HEALTH EXPO**

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

1. Consider the Approval of an Activity in Public Places permit to MAOF for use of parking lot located in Salt Lake Park, to host their "Vive tu Vida! Get Up! Get Moving!" family health expo event.

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

The Mexican American Opportunity Foundation (MAOF) is a non-profit organization that offers programs in early childhood education, family services, job training, and senior lifestyle development to disadvantaged individuals and families residing in the Los Angeles area.

MAOF has requested the use of parking lot in Salt Lake Park to host their annual family health expo titled, "Vive tu Vida! Get Up! Get Moving!" The event is tentatively scheduled to take place on Saturday, November 21, 2015 from 9 a.m. – 3 p.m. The requested use of this City facility, is as follows:

Set Up	Friday, November 20, 2015 from 8 – 11 p.m.
Event	Saturday, November 21, 2015 from 9 a.m. – 3 p.m.
Cleanup	Saturday, November 21, 2015 from 3 – 6 p.m.

Total Permit Hours: **12 hours**

**CONSIDERATION OF AN ACTIVITY IN PUBLIC PLACES PERMIT FOR MEXICAN AMERICAN OPPORTUNITY FOUNDATION'S (MAOF) ANNUAL FAMILY HEALTH EXPO**

November 3, 2015

Page 2 of 2

The event has an expected attendance of approximately 1,200 participants and will feature family physical activities, such as rock wall climbing and Zumba, health screenings, food distribution, and resource information.

**FISCAL IMPACT/FINANCING**

This action will not impact the general fund. Should a facility fee waiver be requested at a further date, a detailed listing of all fees will be provided.

**LEGAL AND PROGRAM REQUIREMENTS**

City Council must authorize the use of City-owned or operated facilities for any proposed activity in a public place, per municipal code 5-13.02 Permit – Required.

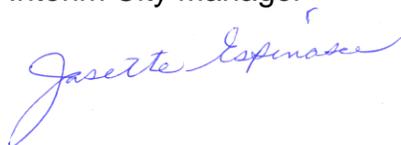
**CONCLUSION**

Upon Council approval, staff will process MAOF's Special Event Application and issue a permit for use of the Salt Lake Park parking lot.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



Josette Espinosa  
Director of Parks and Recreation

**ATTACHMENT(S)**

A: MAOF's Special Event Park Use Permit Application

SPECIAL EVENT PARK USE PERMIT APPLICATION

Late  
Received  
at 9:00 AM  
12/7/14  
JL



PERMIT No. \_\_\_\_\_

FILING FEE: \$80 (for-profit organization) \$30 (non-profit organization)

Applications must be submitted by October 1 to be considered for following calendar year  
Applications received after October 1 must be submitted at least 90 days before event

A. APPLICANT INFORMATION

Applicant Name: Mexican American Opportunity Foundation - Isaias Hernandez

(If organization/business, include name of a contact person)

Address: 401 N Garfield Ave. Montebello, CA 90640

Telephone #: (323) 278-3891 Emergency Telephone #: (818) 859-8913

Huntington Park Business License #: \_\_\_\_\_ Are you a non-profit organization? Yes  No

Applicant's authorized representative(s) for management of event. If more than one, please list on a separate sheet of paper. (Note: Applicant/authorized representative(s) must be present at all times during event)

Name: Isaias Hernandez

Telephone #: (323) 278-3890 Drivers License #: D8002121

E-mail address: IHernandez@maof.org

Address: 13401 Montague St. Arleta, CA 91331

B. APPLICANT EXPERIENCE/REFERENCES

The organization applying for the special event permit must have at least three years of experience conducting the same or similar event proposed in this application.

Does your organization have at least three years of experience? Yes  No

Provide three references of other cities/counties where you have conducted a similar event.

1. City/County: East LA, Los Angeles Contact Person: Lilia Rivas

Telephone #: (323) 263-4462 Dates of last event: 10-04-2014

2. City/County: East LA, Los Angeles Contact Person: Lilia Rivas

Telephone #: (323) 263-4462 Dates of last event: 10-26-2013

3. City/County: East LA, Los Angeles Contact Person: Lilia Rivas

Telephone #: (323) 263-4462 Dates of last event: 10-27-2012

C. EVENT INFORMATION

Description of Event (Include all goods/services to be sold, number of rides, concessions, tents, stages, special displays or equipment used, animals, etc. If more space is needed attach a separate sheet of paper)

Annual family health expo known as Vive tu Vida! Get Up! Get Moving! This event promotes hispanic family physical activities, such as rock wall climbing and zumba. Event will provide an array of health screenings to bring awareness to the community about their health conditions. LA Food Bank distribution. 1 center stage, 2 generators, 60 tables, 120 chairs.

Anticipated Attendance Total: 1,200 Per Day: \_\_\_\_\_

D. EVENT ENTERTAINMENT

Attach a 1-2 page detailed list and description of all entertainment to be featured at your event.

E. EVENT DATES/TIMES

> Setup

Setup begins on: 11/20/2015 Fri Setup ends on: 11/20/2015
Setup will occur each day from: 17:00 8:00 pm until 22:00 11:00 pm

> Event

Event begins on: 11/21/2015 Event ends on: 11/21/2015
Event will be open each day from: 7:00 am 9-2 until 15:00 3:00

> Cleanup

Cleanup begins on: 11/21/2015 Cleanup ends on: 11/21/2015
Cleanup will occur each day from: 15:00 until 16:00

Notes: \_\_\_\_\_

F. EVENT LOCATION

[X] Salt Lake Park [ ] Freedom Park [ ] Robert Keller Park [ ] Senior Park [ ] Other

(Describe area of park your event will utilize)

G. The following is required three weeks prior to event:

- Refundable Deposit, County Fire Permit, Entertainment Approval, Business License, Security Plan, Insurance, Building Permit, Plot Plan



# CITY OF HUNTINGTON PARK

Parks and Recreation Department  
City Council Agenda Report

November 3, 2015

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

Dear Mayor and Members of the City Council:

## **AUTHORIZE PURCHASE OF ENERGY EFFICIENT FIELD LIGHTING EQUIPMENT**

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

1. Authorize the use of \$58,462 of budgeted CDBG funding to purchase MUSCO's SportsCluster Green™ Lighting System to be installed on the Kevin De Leon Campo De Futbol at Salt Lake Park; and
2. Authorize the Department of Parks and Recreation to solicit MUSCO as provider of the SportsCluster Green™ Lighting System and waive the formal bidding requirements, allowable under Huntington Park Municipal Code, section 2-5.14.

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

The construction of the Kevin De Leon soccer field was completed in 2014. Upon the completion of the soccer field, it was clear that the current lighting system was no longer adequate due to its age and infrastructure. Staff applied for a U.S. Soccer Foundation Lighting Grant and also requested CDBG funds to supplement the cost to improve and install an energy efficient lighting system.

At the regularly scheduled Council meeting of June 16, 2014, Council approved the acceptance of the \$25,000 grant to purchase Musco-specific lighting products. Subsequently, at the regularly scheduled Council meeting of May 20, 2015, Council approved the allocation of \$100,000 in CDBG funding to install and purchase an energy efficient sports field lighting system to finalize the development of the Salt Lake Park Soccer Field project.

Staff prepared and released a bid package on September 29, 2015 for the installation of the sports field lighting system. The deadline to submit all bids was October 27, 2015. In order to be fiscally responsible, staff requests approval to purchase the Musco lighting equipment separately and directly from the manufacturer to ensure the city receives the best possible price. To meet the deadline of the U.S. Soccer Foundation grant we must purchase the equipment in advance so the equipment arrives in a timely manner for the contractor to install by the time the contract is awarded.

## **AUTHORIZE PURCHASE OF ENERGY EFFICIENT FIELD LIGHTING EQUIPMENT**

November 3, 2015

Page 2 of 3

In addition, staff reviewed the City's Environmentally Preferable Purchases and Practices Policy (EPPP) and took inventory of MUSCO's sports lighting equipment. Staff identified MUSCO's SportsCluster Green™ Lighting System, as the system most compliant with the City's EPPP. The lighting system features the following long term benefits to the City:

- Potential energy savings of more than 50% over the standard sports field lighting system.
- Potential reduction in energy consumption with an average of 37.54 kW per hour.
- Control Link® Control and Monitoring System for remote and flexible control of lighting system.
- Guaranteed constant light levels for 25 – 30 years.
- 10-year warranty including ten years of parts and labor.

Given the City has a current \$25,000 lighting grant for MUSCO-specific lighting products and an EPPP, staff requests Council's approval to purchase MUSCO's SportsCluster Green™ Lighting System and authorize that the formal bidding process be waived. A detailed justification of the unique features of this system are listed in Attachment B and generally highlight:

- ✓ Musco's exclusive trademark of the SportsCluster Green™ Lighting System and Smart Lamp™ Technology, which offer an increased fixture life of 5,000 hours versus the standard 3,000 hours.
- ✓ Musco's advanced technology in fixture optics have resulted in more light on the field, and potential reduced energy consumption per fixture, making it an energy efficient system.
- ✓ Musco is the only lighting manufacturer that employs and trains field technicians and has over 70 team members dedicated to operating and maintaining sports lighting systems.
- ✓ Musco's product is manufactured and shipped direct from the factory.

### **FISCAL IMPACT/FINANCING**

The City Engineer's estimated cost of this project is \$118,000. A total of \$100,000 was budgeted for the purchase and installation of a sports field lighting system at Salt Lake Park and is included in the FY 15-16 budget in account number 239-6010-451.73-10, Federal CDBG Fund Recreation Administration – Capital Outlay / Improvements. However, given the City has a \$25,000 lighting grant from the U.S. Soccer Foundation, only \$58,462 will be used for the purchase of the equipment and \$35,538 for the installation, totaling the use of \$93,000 in CDBG funding (the remaining \$7,000 will only be used in the case of necessary change orders for the project).

Per the city's Procurement Policies and Procedures as they relate to CDBG funding, small purchases of \$100,000 or less require "a minimum of three oral or written price or rate quotations from qualified sources." The grant requires Musco product, staff has attempted to obtain additional quotes but the other vendors are unable to provide the

# AUTHORIZE PURCHASE OF ENERGY EFFICIENT FIELD LIGHTING EQUIPMENT

November 3, 2015

Page 3 of 3

equipment needed to comply with the grant, however staff will continue to research if any other vendor does in fact exist.

## **LEGAL AND PROGRAM REQUIREMENTS**

Per Municipal Code 2-5.14, "Formal bidding requirements shall be waived in areas where a single vendor can reasonably provide the service, product or project being purchased."

### ***CDBG Procurement Requirements***

<b>Category</b>	<b>Amount</b>	<b>Procurement required...</b>
Small Purchases	Under \$100,000	<ul style="list-style-type: none"><li>• Obtain minimum of 3 oral/written quotes</li><li>• Award should go to lowest responsive and responsible source</li></ul>
Noncompetitive Proposals	NA	No formal bidding required if... <ul style="list-style-type: none"><li>• Item is available only from a single source</li><li>• It is determined that a public urgency exists and not enough time is available to employ one of the three methods of procurement</li><li>• Competition is determine to be inadequate</li></ul>

### ***U.S. Soccer Foundation Grant***

<b>Amount</b>	<b>Requirement</b>
\$25,000	Must be Musco Specific lighting products

## **CONCLUSION**

Upon Council approval, staff will request a Purchase Order in the amount of \$58,462.15 and work with MUSCO to purchase the SportsCluster Green™ Lighting System.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



Josette Espinosa  
Director of Parks and Recreation

## **ATTACHMENTS**

- A: MUSCO Purchase Agreement
- B: Justification for Sports Lighting System

# Purchase Agreement

Date: 10/13/15

Project Name: Salt Lake Park Soccer

Project #: 167974

<p><b>1. SELLER NAME AND ADDRESS:</b>  Musco Sports Lighting, LLC ("Musco")  100 1<sup>st</sup> Avenue West – PO Box 808  Oskaloosa, IA 52577  Attn: Nick Davis  Email: nick.davis@musco.com  Telephone: 641-673-0411  800-825-6020 Ext 4740  Fax: 800-374-6402</p>	<p><b>2. BUYER NAME AND ADDRESS:</b>  City of Huntington Park (the "Buyer")  6550 Miles Ave  Huntington Park, CA 90255  Attn: John Ornelas  Email: _____  Telephone: 323-584-6223  Fax: 323-584-6265</p>
<p><b>3. OWNER NAME AND ADDRESS:</b>  City of Huntington Park  6550 Miles Ave  Huntington Park, CA 90255  Attn: John Ornelas  Email: _____  Telephone: 323-584-6223  Fax: 323-584-6265</p>	<p><b>4. SHIPPING NAME AND ADDRESS:</b>  Salt Lake Park  3401 E Florence Ave  Huntington Park, CA 90255  Attn: John Ornelas  Email: _____  Telephone: 323-584-6223  Fax: 323-584-6265</p>
<p><b>5. WARRANTY CONTACT:</b>  City of Huntington Park  6550 Miles Ave  Huntington Park, CA 90255  Attn: Josette Espinosa  Email: jespinoso@hpca.gov  Telephone: 323-584-6216  Fax: 323-584-6310</p>	<p><b>6. FACILITY NAME AND ADDRESS:</b>  Salt Lake Park  3401 E Florence Ave  Huntington Park, CA 90255</p>

**7. EQUIPMENT DESCRIPTION** – Musco shall sell, transfer and deliver to Buyer, and Buyer will purchase, accept and pay for the following goods (the "Equipment") in accordance with the "Total Price" paragraph of this Agreement. Musco's lighting system consisting of:

SportsCluster Green™ Lighting System Equipment Details

- 24 – 1500 watt metal halide factory-aimed and assembled luminaires
- 4 disconnect switches
- Lighting contactor cabinet
- Control Link™ System
- Electrical component enclosures
- Pole length wire harnesses (if provided)

**Built to the following specifications:**

- Ballast Input Voltage: 208
- Phase to Pole: 3 Phase
- Structural Integrity: Based upon CBC 2013, 110 MPH, Exposure C
- Light Level(s): 30 footcandles

**8. RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY** – Buyer/Third Party agrees to:

- Confirm supply voltage required for lighting system.
- Provide confirmation on pole locations.
- Provide electrical design and materials for electrical distribution system.
- Provide labor and equipment for installation of electrical distribution system.



\_\_\_\_\_ Initials

# Purchase Agreement

Date: 10/13/15

Project Name: Salt Lake Park Soccer

Project #: 167974

9. **MUSCO SERVICES** – Musco agrees to provide design and layout for the lighting system. In addition to the purchase and sale of the Equipment, Musco agrees to provide, itself or through its subcontractors, the following (the “Services”):

No additional services

10. **10/2 WARRANTY (the “Warranty”)**

- **Warranty Service Begins:** On the date of product shipment
- Musco will warrant your lighting equipment as outlined in Musco’s 10-Year Warranty. This includes ten years coverage for parts, and two years labor. Lamps are warranted for two years, including parts and labor for the first year and parts only for the second year.

11. **TOTAL PRICE** – Buyer will pay for the above-described Equipment and, if applicable, Services the Total Price of \$58,462.15, payable as follows.

- \$25,000.00 – USSF VIK Grant
- \$33,462.15 Owed By Customer within 30 days from invoice date

A copy of the payment and performance bond (if applicable) is required prior to shipment.

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Price includes delivery, unloading, and installation to the address indicated in item #4 of this Agreement.

Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one and one half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.

**Source of Funds:** Buyer agrees that Buyer’s payment to Musco is not contingent upon Buyer getting paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco’s additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.

12. **TAXES** – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco.

- Taxable       Non-Taxable      (Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.)

13. **PAYMENT/PERFORMANCE BONDING** – Is there a bond on this project?  Yes  No

Principal Bond Holder:	
Bonding Company Name:	
Bonding Company Address:	
Bonding Company Address	
Phone Number:	
Bond Number:	



\_\_\_\_\_ Initials

# Purchase Agreement

Date: 10/13/15

Project Name: Salt Lake Park Soccer

Project #: 167974

- 14. DELIVERY** – Normal delivery to the shipping address indicated above is 4 to 6 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the "Total Price" paragraph of this Agreement.

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco. All risk of loss to Equipment sold shall pass to Buyer upon Musco's substantial completion of the Services.

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer's ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

- 15. NO RETAINAGE/WARRANTY** – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (800-825-6020). Musco's Equipment and its performance are sold subject to Musco's written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.

Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.

- 16. EXCLUSION OF SPECIAL DAMAGES** – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.

- 17. LIMITATIONS PERIOD** – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.

- 18. SECURITY AGREEMENT** – In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the "Secured Property"). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.

- 19. INSURANCE** – From and after delivery, regardless of the pending performance of the Services, until such time as Buyer has performed in full all obligations contained herein, Buyer shall maintain adequate insurance covering the Equipment in accordance with generally accepted business



\_\_\_\_\_ Initials

© 1999, 2015 Musco Sports Lighting, LLC • M-1010-enUS-18

[www.musco.com](http://www.musco.com) • [lighting@musco.com](mailto:lighting@musco.com)

# Purchase Agreement

Date: 10/13/15

Project Name: Salt Lake Park Soccer

Project #: 167974

practices. Buyer shall name Musco as loss payee until such time as Buyer has performed in full all obligations contained herein.

20. **DEFAULT** – Each of the following shall constitute a default (“Default”) under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any levee, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.
21. **REMEDIES UPON DEFAULT** – In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer’s premises and taking possession of the Secured Property. All the remedies described herein are cumulative, and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney’s fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.
22. **FORCE MAJEURE** – Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco’s reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).
23. **EEO COMPLIANCE** – When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.

When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

## 24. CONDITIONS OF AGREEMENT

- a. **APPLICABLE LAW** – This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.
- b. **EXPENSES/REMEDIES** – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.
- c. **ENTIRE AGREEMENT** – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.



\_\_\_\_\_ Initials

© 1999, 2015 Musco Sports Lighting, LLC • M-1010-enUS-18

www.musco.com • lighting@musco.com

# Purchase Agreement

Date: 10/13/15

Project Name: Salt Lake Park Soccer

Project #: 167974

- d. **ACCEPTANCE** – This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.

**CITY OF HUNTINGTON PARK**

**MUSCO SPORTS LIGHTING, LLC**

Acceptance

Acceptance

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

John Ornelas

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Name and Title*

**Please remember to initial and return all pages of this agreement.**



\_\_\_\_\_  
Initials

© 1999, 2015 Musco Sports Lighting, LLC • M-1010-enUS-18

[www.musco.com](http://www.musco.com) • [lighting@musco.com](mailto:lighting@musco.com)

ATTACHMENT B

**JUSTIFICATION FOR SOLE SOURCE REQUEST**

- The item is held under exclusive title, trademark or copyright by a private person or company; a proprietary distributorship would also apply.
- Energy Efficiency: Lower kW consumption per fixture. Musco’s 1500W fixture draws on average 1.564kW. Compared to other fixtures which draw 1.62kW. Musco’s advanced technology in fixture optics and housing their Smart Lamp™ Technology have resulted in more light on the field, and reduced energy consumption per fixture. This equates to fewer fixtures, over prior technology.
- Musco’s ‘Z’ lamp is manufactured by Phillips per Musco’s specifications. These lamps are available in 1000W and 1500W with an offset arc tube. The combination of the offset arc tube and the geared leveling mechanism, allows for increase lumen output and longer lamp life. Coupled with Musco’s Smart Lamp Technology, the lamps have a useful life of 5,000 hours, compared to 3000 hours for a standard metal halide fixture used by other manufacturers.
- Musco is the only supplier of the Smart Lamp Technology. Through timed power adjustments, Smart Lamp allows a constant light guarantee. Light levels are guaranteed to be with +-10% (per IESNA RP-601) through the 500 hours of the lamp.
- Musco’s revolutionary segmented reflector system, cast aluminum housing ‘Z’ lamp, and precise factory aiming per Musco engineers results in industry leading, superior spill glare control for off field areas as well as spectators and players.
- Musco is the only lighting manufacturer that employs and trains field technicians and has over 70 team members dedicated to operating and maintaining sports lighting systems. Control-Link Central is staffed around the clock and have experience with controlling nearly 6 million hours of lighting worldwide. The Lighting services Team travels 1 million miles, inspecting over 2300 fields a year. No other manufacturer provides this level of experience and expertise.
- Musco’s product is manufactured and shipped direct from the factory.
- The SportsCluster Green system with Control-Link® controls, is covered by the following United States patents:

#	Patent	Coverage
1	D411096, D567422, D567432, D567433, D571033, D573752, D574098, D577149, D593883, D664290	Aesthetic features of the Light-Structure Green system including the luminaire, reflector, visor, lamp cone, crossarm and beam alignment device
2	7176635, 7452108, 7527393, 7675251, 7736024, 7843144, 7848079, 8002431, 8098024, 8251767	Smart Lamp® control system to adjust power to lamp to maintain constant lumens, multi-capacitor design; geared lamp tilt correction to automatically maintain horizontal arc tube position; prevention of outgassing of components inside luminaire
3	6036338, 6203176, 7547118, 7600901, 7740381, 7789540, 7798680, 7862213, 7874055, 8007137, 8177396, 8206011, 8490267	Luminaire features including: highly reflective segments factory assembled in die cast reflector frame, lamp socket rotation to correctly position lamp arc tube, and visor with reflective strips; factory aiming
4	7797117, 8300219,	Lamp testing; composite light on field due to precision of factory aiming of luminaires on poles and field alignment of poles to single landmark at field location
5	6681110, 7209958, 7778635	Control-Link control and monitoring system



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

November 3, 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 PURCHASE OF TWO POLICE DEPARTMENT PATROL OPERATIONS DIVISION POLICE VEHICLES AND SUPPLEMENTARY EQUIPMENT**

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

1. Approve purchase of two new Police Department Patrol Operations Division police vehicles from the FORD MOTOR COMPANY and supplementary equipment; and
2. Authorize additional budget appropriation of \$101,671 from Asset Forfeiture Fund", Account #229-7010-421.74-10

### **BACKGROUND**

Several marked police patrol vehicles within the Police Department's Patrol Operations Division fleet have exceeded their useful service life and are in need of replacement. Failure to replace these vehicles may result in higher than expected service and repair costs, as well as increased operational risks; the reduction in fuel economy; and decreased resale value. The Police Department is recommending the replacement of two marked police patrol vehicles.

In the City's Vehicle Replacement Policy, it denotes that replacement is recommended for police vehicles over five years old and/or 100,000 miles. The entire marked police patrol vehicle fleet has exceeded the five year age guideline, and some will exceed the mileage guideline as well, likely within this fiscal year.

The marked police patrol vehicle fleet was inspected by the City's Vehicle Maintenance (VM) Division. After inspection, VM has recommended the Police Department replace marked police patrol vehicles #904 and #908. Both are Ford Crown Victoria Police Interceptors. Police vehicle #904 is year model 2007, and the current mileage is 89,000; and #908 is year model 2008, and the current mileage is 93,000. They will both, in all probability, exceed the 100,000 mileage replacement guideline before the end of this current fiscal year.

# APPROVE PURCHASE OF TWO POLICE DEPARTMENT PATROL OPERATIONS DIVISION POLICE VEHICLES AND SUPPLEMENTARY EQUIPMENT

November 3, 2015

Page 2 of 3

## **RECOMMENDATION**

Due to the age and mileage of these two Ford Crown Victoria Police Interceptor vehicles, the Police Department recommends their replacement, with the purchase of two new 2016 Ford Explorer SUV vehicles, identified by Ford as the ***Police Interceptor Utility***, manufactured specifically for police use.

## **ANALYSIS**

The Police Interceptor Utility has become a standard in police vehicles across the nation and currently makes up 40% of recently purchased police patrol vehicles nationwide. In a March 2014 article, titled *The Best-Selling Cop Car Is Actually An SUV*, it states, "...last year, the Interceptor Utility outsold every other police vehicle in the U.S."

The Police Interceptor Utility offers more interior space than the Department's current Ford Crown Victoria Police Interceptors, which are no longer being manufactured by Ford. Additionally, the Police Interceptor Utility is larger and has more interior space than the latest available model Ford Taurus Police Interceptor (the third most sold police vehicle in 2013)<sup>1</sup> and the Dodge Charger (the second most sold police vehicle in 2013)<sup>2</sup>. Moreover, the new higher profile Police Interceptor Utility allows for a greater field of vision than passenger cars and the all-wheel drive enhances handling during emergency operations.

The Police Interceptor Utility is powered by a V6 EcoBoost® engine, which offers better fuel economy than the Department's current Ford Crown Victoria Police Interceptor's V8 engine. The Police Interceptor Utility includes a five year warranty program, through Ford Motor Company, which averts warrantied repair costs until 2021. Customary maintenance costs should be limited to normal oil changes and typical wear and tear items, such as tires and brakes.

The Ford dealership where this service work can be performed, as well as being the designated area dealer for purchase and acquisition, is South Bay Ford, located in Hawthorne, California.

## **FISCAL IMPACT/FINANCING**

The total fiscal impact for this requested expenditure is **\$101,671**, to be drawn from the "Police Forfeiture Fund". An additional appropriation of \$101,671 to account #229-7010-421.74-10 is required. The grand total, per vehicle cost of **\$50,835.50**, includes a vehicle base cost of \$30,575.00; tax and miscellaneous fees of \$2,760.50 (total vehicle only cost of \$33,335.50<sup>3</sup>); and supplementary equipment (i.e., storage, lights, siren, computer, etc.) costs of up to \$17,500.00. The Police Department has gathered two additional quotes;

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<sup>1</sup> Richard Read, "The Best-Selling Cop Car Is Actually an SUV," [www.carconnection.com](http://www.carconnection.com), (March 27, 2014)

<sup>2</sup> Richard Read, "The Best-Selling Cop Car Is Actually an SUV"

<sup>3</sup> South Bay Ford Quotation (October 21, 2015)

# APPROVE PURCHASE OF TWO POLICE DEPARTMENT PATROL OPERATIONS DIVISION POLICE VEHICLES AND SUPPLEMENTARY EQUIPMENT

November 3, 2015

Page 3 of 3

National Auto Fleet Group, total vehicle cost of \$33,714.82<sup>4</sup>; and Ford of Montebello, total vehicle cost of \$35,458.00<sup>5</sup>. Both of these offers are more costly than the recommended dealer. Additionally, both offers do not include the Ford factory white accented roof, front and rear doors. This is an added cost option, which is included in the recommended dealer's quote.

By purchasing these vehicles from the recommended dealership, the City will save a minimum of \$379.32, per vehicle, for an overall savings of \$758.64.

## **CONCLUSION**

Upon Approval by the City Council, the Finance Department will issue a Purchase Order for the acquisition of these Police Interceptor Utility vehicles and authorize the Interim Finance Director to appropriate the additional budget amount.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



COSME LOZANO  
Chief of Police

## **ATTACHMENT(S)**

- A. City's Vehicle Replacement Policy
- B. South Bay Ford Quotation
- C. National Auto Fleet Group Statement of Pricing
- D. Ford of Montebello Invoice

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<sup>4</sup> National Auto Fleet Group Quotation (October 20, 2015)

<sup>5</sup> Ford of Montebello Invoice (September 23, 2015)

## Vehicle Replacement Policy

The purpose of the policy is to provide guidelines for the replacement of City-owned vehicles. The policy itself is not intended to incorporate maintenance programs and assumes that appropriate maintenance programs are in place within the department with accountability for the vehicle in conjunction with the Public Works department.

The decision to purchase, replace a vehicle is intended to reflect consideration of several factors including lifecycle costs, a combination of age or mileage to date and replacement funding as follows:

**A. Lifecycle costs.** The department interested in replacing a particular vehicle should undertake analysis to be used (1) as a guideline on a vehicle-class basis *before* vehicles go into service; (2) as an assessment of individual vehicles after they have been in service to determine whether they should continue in service for another year or be replaced; and (3) to evaluate the economics of any major rebuilding program for larger trucks and equipment. Parameters included in the analysis are:

- Acquisition cost
- Estimated salvage value
- Cost of money
- Maintenance costs
- Operations costs
- Fuel costs
- Age or miles to date
- Downtime costs and obsolescence cost including safety factors

**B. Combination of Age or Mileage.** The following table sets forth the guidelines for requesting budget authority to replace City owned vehicles. Leased vehicles are governed by the terms of the lease.

DESCRIPTION	AGE	MILEAGE
PASSENGER CARS	5	100,000
POLICE CARS	5	100,000
POLICE MOTORCYCLES	5	125,000

## VEHICLE REPLACEMENT POLICY

<b>PASSENGER VANS</b>	5	150,000
<b>NON-PASSENGER VANS</b>	5	150,000
<b>LIGHT TRUCKS</b>	7	150,000
<b>HEAVY TRUCKS</b>	10	200,000

**C. Replacement Funding.** Best practices would dictate that funds be set aside to meet asset replacement requirements so as to minimize any pressure on annual funding constraints. At this time, the City does not have a reserve for replacement funding. Please note that while leasing in and of itself is a built-in replacement mechanism, leasing may not be the best option for a particular acquisition. Therefore the department wishing to acquire a replacement vehicle must provide a lease versus buy analysis to be provided with the recommendation for replacement.

### Procedure

1. A Department requesting a vehicle replacement shall arrange for a physical inspection of the vehicle by the City's Vehicle Maintenance (VM) division the period of January to April. This will allow sufficient time for new vehicle purchases to be incorporated into the City's budget for the upcoming fiscal year.

Requests for vehicle replacement must also include lifecycle costs, lease versus buy analysis and a completed inspection that validates the age/mileage requirements.

2. VM will inspect the vehicle and validate that its age/mileage meets these stated guidelines.
3. VM, based on the inspection and the vehicle's specific maintenance history, shall make a recommendation as to whether the vehicle should be replaced or can continue in service.
4. The Department will submit analysis regarding lifecycle costs and lease versus buy analysis along with VM's recommendation to replace the vehicle when submitting the department's capital budget request for the upcoming budget cycle.
5. When a City owned vehicle has been damaged beyond reasonable repair or is otherwise determined by VM that it is unsafe, the Department Head may request, with the concurrence of the Finance Director and the City Manager to bring a budget amendment for City Council approval to replace that vehicle at any time during a year.

## VEHICLE REPLACEMENT POLICY

6. The budget request will be supported by a memorandum or City Council staff report, as appropriate, justifying why the vehicle needs to be replaced based on financial analysis and VM's recommendation to replace the vehicle, including the impact of not replacing it.
7. When a vehicle has been permanently taken out of service, the Department will immediately notify General Accounting. Page | 3
8. General Accounting will remove the vehicle from the listing of City owned vehicles not later than the end of the current fiscal year.
9. If vehicles are sold, then funds must be recorded to the corresponding fund from which the vehicle was purchased, whether general fund, grants or otherwise. If the vehicle had been purchased with grant funds, General Accounting will immediately notify Grants.
10. Grants will notify the grantor agencies of the retirement in accordance with procedures required by grant.



B.

October 26, 2015

City of Huntington Park  
 Huntington Park Police Department  
 6542 Miles Ave.  
 Huntington Park, CA 90255

Reference: Email Request for Quote October 21, 2015, Sergeant Neil Castelli

Attention: Lieutenant Tim Schennum

Dear Lieutenant Schennum,

On behalf of the employees of South Bay Ford we are pleased to submit our response to the City of Huntington Police Department's Request for Quote for a quantity of two (2) 2016 Ford Police Interceptors Utility with EcoBoost Engine with Black exterior paint and Ford Factory Vinyl White Front & Rear Doors and Vinyl White Roof.

Item #	Vehicle and Required Options	Statement of Compliance
A.	2015 FORD UTILITY POLICE INTERCEPTOR (K8A)	Comply
B.	Engine 3.5L EcoBoost V-6 (99T)	Comply
C.	6 - Speed Automatic Transmission (44C)	Comply
D.	Preferred Equipment Package (500A)	Comply
E.	Dark Car Feature (43D)	Comply
F.	Dome Light Red/White (17T)	Comply
G.	Rear Door Power Window Delete (18W)	Comply
H.	Rear Door Handle & Lock Inoperable (86G)	Comply
I.	Keyed Alike - 1248x (59B)	Comply
J.	Noise Suppression Bonds (60R)	Comply
K.	Rear View Camera (87R) - Image in Rear View Mirror	Comply
L.	Reverse Sensing (76R)	Comply
M.	Spot Lamps (51S) LED Bulb	Comply
N.	Headlamp Housing (86P)	Comply
O.	Rear Tail Lamp Housing (86T)	Comply
P.	Noise Suppression Bond Straps (60R)	Comply
Q.	Configuration Audio Controls Less Voice (61R)	Comply
R.	Deflector Plate (76D)	Comply
S.	Front License Plate Bracket (153)	Comply
T.	Ebony (UA)	Comply
U.	Charcoal Black Interior - Cloth Front / Vinyl Rear (9W)	Comply
V.	Ford Vinyl White Accent (91A) Front/Rear Doors & Roof White	Comply
W.	California Emissions (422)	Comply

South Bay Ford Price FOB City of Huntington Park Maintenance Yard	\$30,575.00
Sales Tax (9.0%)	\$2,751.75
Tire Fee	\$8.75
Exempt Plates	N/C
Total Unit Price	\$33,335.50
Quantity Two (2)	\$66,671.00

We at South Bay Ford appreciate the opportunity to respond to your request for quote. If you require additional information or clarification to our bid please contact me at my office (310) 706-6086, email at [jjohnson@southbayford.com](mailto:jjohnson@southbayford.com) or my mobile (310) 720-0462.

Sincerely,

  
 Jerald T. Johnson  
 Government Fleet Manager  
 South Bay Ford

==>

Dealer: F71018

2016 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 1234 Priority: M2 Ord FIN: QR247 Order Type: 5B Price Level: 635

Ord PEP: 500A Cust/Flt Name: HUNTINGTON P PO Number:

	RETAIL		RETAIL
K8A	4DR AWD POLICE \$30930	43D	COURTESY DISABL \$20
	.112.6" WB	51S	DUAL LED LAMPS 620
G1	SHADOW BLACK	59B	KEY CODE B 50
YZ	POLICE WHITE	60R	NOISE SUPPRESS 100
9	CLTH BKTS/VNL R	61R	CONFIG STR WHL 155
W	EBONY INTERIOR	68G	RR DR/LK INOP 35
500A	EQUIP GRP	76D	DEFLECTOR PLATE NC
	.PREM SINGLE CD		
99T	3.5 V6 ECOBOOST 3295		TOTAL BASE AND OPTIONS 37525
44C	.6-SPD AUTO TRAN NC		TOTAL 37525
	CA BOARD FEES NC		*THIS IS NOT AN INVOICE*
	FRT LICENSE BKT NC		*TOTAL PRICE EXCLUDES COMP PR
17T	CARGO DOME LAMP 50		
18W	RR WINDOW DEL 25		* MORE ORDER INFO NEXT PAGE *
422	CALIF EMISSIONS NC		F8=Next

F1=Help F2=Return to Order F3/F12=Veh Ord Menu  
 F4=Submit F5=Add to Library F9=View Trailers

S006 - MORE DATA IS AVAILABLE.

QC003592

==>

Dealer: F71018

2016 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 1234 Priority: M2 Ord FIN: QR247 Order Type: 5B Price Level: 635

Ord PEP: 500A Cust/Flt Name: HUNTINGTON P PO Number:

	RETAIL		RETAIL
76R REVERSE SENSING	\$275	TOTAL	\$37525
794 PRICE CONCESSN		*THIS IS NOT AN INVOICE*	
REMARKS TRAILER		*TOTAL PRICE EXCLUDES COMP PR	
86P FRT LMP HOUSING	125		
86T RR TAILLAMP HSG	60		
87R RR VIEW MIR/CAM	NC		
91A VINYL PACKAGE 1	840		
SP DLR ACCT ADJ			
SP FLT ACCT CR			
FUEL CHARGE			
B4A NET INV FLT OPT	NC		
PRICED DORA	NC		
DEST AND DELIV	945		

TOTAL BASE AND OPTIONS 37525

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC003592

# National Auto Fleet Group



A division of Chevrolet of Watsonville  
490 Auto Center Drive, Watsonville, CA 95076  
855 BUY-NJPA 626-457-5590  
855 289-6572 626-457-5593

---

October 20, 2015

Sgt Neil Castelli  
Huntington Park Police Dept.  
6542 Miles Aye.  
Huntington Park CA 90255  
Delivery via Email

Dear Sgt. Castelli,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Huntington Park, new/unused 2016 Police Interceptor Utilities responding to your requirement with the attached specifications for

Vehicle	\$ 30,923.00
State Sales Tax	\$ 2,783.07
tire tax (non-taxable).	\$ 8.75
Total	\$ 33,714.82

These vehicles are available under the NJPA master vehicle contract# 102811. Pricing includes black and white paint and Ecco Boost engine.

Terms are net 30 days. Delivery is 90-110 days A.R.O.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

John Oviyach  
National Account Law Enforcement Manager  
National Auto Fleet Group



D.

<b>FORD OF MONTEBELLO</b>	<b>PURCHASE ORDER</b>
---------------------------	-----------------------

2747 VIA CAMPO  
MONTEBELLO CA 90640

(323) 838-6920

**SOLD TO:**

Huntington PD

**SHIPPED TO:**

Same

**CUSTOMER NUMBER**

INVOICE DATE | October 20, 2015

DEAL NO.

STOCK #

SALES REP | KENNY

SHIPPED VIA | N/A

LOCATION | MONTEBELLO, CA

Sales Tax Rate:

9.00%
-------

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	2016 POLICE EXPLORER INTERCEPTOR shadow black/black interior 500 A 3.5 V6 Ecoboost 6 speed auto transmission Door Lock Plunger Cargo Dome Lamp Rear window delete Courtesy disable Dual Led Lamps Key Coded Keys SD maker Lights Front Headlamp Pkg Grill Wiring Rear Light Package Reverse sensing/ Rear view Camera	1.00	\$35,988.00
<b>The Total Includes Taxes,Lincense &amp; Documentation</b>		<b>SUBTOTAL</b>	3,670.00
		Less GPC	(4,200.00)
		<b>Total</b>	<b>35,458.00</b>

**DIRECT ALL INQUIRIES TO:**

KENNY KIBANGA  
(323) 838-6920  
email: KENNY@FORDOFMONTEBELLO.NET

**MAKE ALL CHECKS PAYABLE TO:**

FORD OF MONTEBELLO  
Attn: Accounts Receivable  
2747 VIA CAMPO  
MONTEBELLO, CA 90640

**THANK YOU FOR YOUR BUSINESS!**



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

November 3, 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 LIST OF VEHICLES AS SURPLUS AND AUTHORIZATION TO SELL SURPLUS VEHICLES VIA AUCTION**

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

1. Approve the attached list of vehicles as surplus; and
2. Authorize the Public Works Department to sell via auction.

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

The Public Works Department is presenting a list of proposed surplus vehicles to designate as surplus and to be auctioned-off. The City strives to maintain a cost-effective vehicle and equipment fleet.

City staff periodically evaluates the cost-effectiveness of its vehicle fleet to determine if any vehicles should transition from active daily use to surplus status. The City-owned vehicles and equipment listed have exceeded the programmed life expectancy and are no longer cost efficient to operate due to repair costs that exceed its salvage value per the City's Vehicle Replacement Policy.

Attached is the list of these vehicles that are no longer dependable or cost-effective for daily use and/or meet the age and/or mileage requirements of the City's Vehicle Replacement Policy, and should be designated as surplus and sold through auction. Staff recommends that the vehicles delineated on the attached surplus list be disposed of by way of auction utilizing the services of US Auctions, 130 East 9<sup>th</sup> Street, Upland, CA 91786.

**APPROVE LIST OF VEHICLES AS SURPLUS AND AUTHORIZATION TO SELL  
SURPLUS VEHICLES VIA AUCTION**

November 3 2015

Page 2 of 2

**FISCAL IMPACT**

The proceeds received from the auction will be allocated to the vehicle and equipment replacement account or returned to the funding sources from which the original purchases were secured, if required, per the City's Vehicle Replacement Policy.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The vehicles will be sold via auction utilizing the services of US Auctions, 130 East 9<sup>th</sup> Street, Upland, CA 91786 which provides the most cost-effective solution.

**CONCLUSION**

Upon City Council approval, staff will process the proper documentation to auction the surplus vehicles and report the result of the auction at a future City Council meeting.

Respectfully submitted,



JOHN A. ORNELAS  
Interim City Manager



Michael Ackerman  
City Engineer

**ATTACHMENT**

A - List of Proposed Surplus Vehicles

## Vehicle Surplus List 2015

NO.	Unit#	Year	Description	License Plate #	Identification No.	Mileage
1.	189	2003	Honda Civic	E-1139793	JHMES96653S005959	22,862
2.	190	2003	Honda Civic	E-1139792	JHMES96643S008061	44,571
4.	196	2003	Honda Civic	E-1152556	JHMES96643S027130	21,444
5.	197	2003	Honda Civic	E-1152555	JHMES966335026888	31,296
6.	950	2007	Ford Crown Vic	E-1264513	2FAFP71W37X123293	154,023
7.	908	2008	Crown Vic B/W	E-1234237	2FAHP71V98X101574	92,171
8.	910	2008	Crown Vic B/W	E-1234239	2FAHP71V48X101577	86,207
9.	38	1981	GMC Bus	E-755235	1GOY82J5BV810807	1273.9
10.	143	2002	Toyota Camry	4THL836	JTDBE32K020038261	119,294
11.	368	2008	Chevy Bus	1317368	1GBE5V1S88F410378	Not Av.
12.	977	2008	Chevy Bus	1307977	1GBE5V1GX8F407063	Not Av.
13.	976	2008	Chevy Bus	1307976	1GBEsV1G18F407063	Not Av.
14.	Not Av.	Not Av.	Chevy Bus	1307979	Burned Unit	Not Av.
15.	778	2003	BMW Motor.	E-10L16	WBI0499A53ZE90570	59608
16.	None	2001	St. Sweeper	4WBS828	1HTSCABP51H336460	58,289
17.	None	2003	St. Sweeper	6GXM143	49HAADB13DK98953	32,875
18.	None	2008	Ford F-150	8536786	1FTRF12288KE15206	56,000
	215	2002	Gym Cart	E-1160005	5ASAK274028055	4865
19.	None	N/A	Ford Ranger	8R92262	1FTYRIOU63PA54495	32,000
20.	None	N/A	Toyota sweeper	6TNJ769	N/A	77,574
21.	None	Not Av.	Pressure washer	611103	N/A	4159 Hrs.
22.	None	Not Av.	Pressure washer	611102	N/A	Not Av.
23.	None	Not Av.	Pressure washer	611101	N/A	Not Av.
24.						