

# CITY OF HUNTINGTON PARK



## City Council Agenda December 3, 2012

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

**Andy Molina**  
Mayor

**Elba Guerrero**  
Vice Mayor

**Mario Gomez**  
Council Member

**Ofelia Hernandez**  
Council Member

**Rosa E. Perez**  
Council Member

**Public Comment:** The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address City Council, please complete the speaker card that is provided at the entrance to the Council Chambers. Each person is allowed three (3) minutes to address City Council.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule matters for consideration at a future City Council meeting.

Members of the public must turn off all pagers, cellular telephones and any other communication devices upon entering the City Council Chambers.

**Americans with Disabilities Act:** In compliance with the ADA, if you need special assistance to participate in a City meeting please contact the City Clerk's office (323) 584-6230. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

**Note:** Staff reports are available for public review and inspection on the Thursday prior to the City Council meeting at the Office of the City Clerk, City Hall, 6550 Miles Avenue, Room 148 during regular business hours, 7:00 a.m. to 5:30 p.m. Monday through Thursday. A public viewing binder with all agenda backup is also available at the City Council Meeting.

**INVOCATION** (The California Court of Appeal has concluded that sectarian prayer as part of the City Council meeting is not permitted under the Constitution.)

**FLAG SALUTE**

**ROLL CALL**

**PROCLAMATIONS AND PRESENTATIONS**

1. Present Certificate of Appreciation to Mario Sibaja for demonstrating his artwork to delegates from China during their visit to Huntington Park on November 9, 2012.
2. Presentation of City website.

**PUBLIC APPEARANCE AND ORAL COMMUNICATIONS**

Pursuant to Ordinance 544-NS this is the time and place for the general public to address the City Council for a maximum of three (3) minutes per person on matters within their jurisdiction. State Law prohibits the City Council from addressing any issue not previously included on the agenda. Such items may only be referred to staff for administrative action or scheduled on a subsequent agenda for discussion. Please complete the speaker card that is provided at the entrance to the Council Chambers.

**CONSENT CALENDAR**

**Notice to Public:** All matters listed under the Consent Calendar (1-4) are considered to be routine and will all be enacted by one motion in the form listed below. The City Council Members have received detailed staff reports on each of the items recommending an action. There will be no separate discussion of these items prior to the time the Council votes on the motion unless members of the Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for separate action.

**OFFICE OF THE CITY CLERK**

1. Approve minutes of the regular meeting of the City Council held Monday, November 5, 2012
2. Approve the reading by title of all ordinances and resolutions. Said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

**FINANCE DEPARTMENT**

3. Approve Accounts Payable and Payroll Warrants dated December 3, 2012.

**COMMUNITY DEVELOPMENT DEPARTMENT**

4. Authorize staff to issue a Request for Proposals (RFP) for Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) Contract Administrative Services.

END OF CONSENT CALENDAR

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**ITEMS REMOVED FROM THE CONSENT CALENDAR****REPORTS, RECOMMENDATIONS & REQUESTS FROM THE VARIOUS CITY DEPARTMENTS****OFFICE OF THE CITY MANAGER**

1. City Manager Bobadilla requests appointment of a City representative to the Greater Los Angeles County Vector Control District for a term commencing January 7, 2013.
2. City Manager Bobadilla presents information regarding the City of Huntington Park and Port of Los Angeles TRADEconnect Business Development Workshop to be held on January 22, 2013 at Raul R. Perez Memorial Park Community Center from 1:30 p.m. to 5:00 p.m.

**POLICE DEPARTMENT**

1. Chief of Police Cisneros requests approval of a Subrecipient Agreement between the County of Los Angeles and the City of Huntington Park for the 2009 State Homeland Security Grant Program.
2. Chief of Police Cisneros requests approval of a License and Service Agreement by and between Public Safety Online LLC and the City of Huntington Park for a public safety online database application system for the Huntington Park Police Department.
3. Chief of Police Cisneros requests that City Council authorize the Police Department to accept reallocated 2010 and 2011 State Homeland Security Grant Program (SHSGP) funding and authorize the Police Department to execute necessary documents.

**FINANCE DEPARTMENT**

1. Director of Finance Morales requests authorization to install electronic parking meters along Pacific Boulevard for a free 90-day trial period.

**PUBLIC WORKS DEPARTMENT**

1. Director of Public Works/City Engineer Enriquez requests approval of the proposed traffic signal synchronization project and authorize the development and submission of the grant application for the 2013 Metropolitan Transportation Authority (MTA) Call for Projects.

**LEGISLATIVE ITEMS**

RESOLUTION NO. A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK REPEALING RESOLUTION NO. 2006-88 AND ADOPTING NEW CLASS SPECIFICATION FOR THE POSITION OF ADMINISTRATIVE ASSISTANT TO CHIEF OF POLICE.

RESOLUTION NO. B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK REPEALING RESOLUTION NO. 2007-42 AND ADOPTING NEW CLASS SPECIFICATION FOR THE POSITION OF ADMINISTRATIVE ASSISTANT TO CITY COUNCIL.

RESOLUTION NO. C. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK REPEALING RESOLUTION NO. 2006-70 AND ADOPTING NEW CLASS SPECIFICATION FOR THE POSITION OF ADMINISTRATIVE ASSISTANT - FINANCE.

RESOLUTION NO. D. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK REPEALING RESOLUTION NO. 2006-89 AND ADOPTING NEW CLASS SPECIFICATION FOR THE POSITION OF ADMINISTRATIVE SPECIALIST.

RESOLUTION NO. E. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK REPEALING RESOLUTION NO. 2007-43 AND ADOPTING NEW CLASS SPECIFICATION FOR THE POSITION OF ASSISTANT CITY MANAGER.

RESOLUTION NO. F. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK REPEALING RESOLUTION NO. 2004-53 AND ADOPTING NEW CLASS SPECIFICATION FOR THE POSITION OF EXECUTIVE ASSISTANT TO CITY MANAGER.

RESOLUTION NO. G. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK REPEALING RESOLUTION NO. 1989-91 AND ADOPTING NEW CLASS SPECIFICATION FOR TH POSITION OF HUMAN RESOURCES ASSISTANT.

RESOLUTION NO. H. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK REPEALING RESOLUTION NO. 2006-68 AND ADOPTING NEW CLASS SPECIFICATION FOR THE POSITION OF HUMAN RESOURCES SUPERVISOR.

RESOLUTION NO. I. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPROVING AND ADOPTING NEW CLASS SPECIFICATIONS FOR THE POSITION OF FINANCE MANAGER.

RESOLUTION NO. J. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPROVING AND ADOPTING NEW CLASS SPECIFICATIONS FOR THE POSITION OF POLICE COMMANDER.

**LEGISLATIVE ITEMS (Continued)****FOR SECOND READING**

ORDINANCE NO. 902-NS. AN ORDINANCE OF THE CITY OF HUNTINGTON PARK, CALIFORNIA AMENDING TITLE 5 (PUBLIC WELFARE, MORALS, AND CONDUCT), CHAPTER 11 (NUISANCES), OF THE HUNTINGTON PARK MUNICIPAL CODE BY ADDING SECTIONS 5-11.05.1 (DEFINITIONS), 5-11.05.2 (DISPOSAL OF GARBAGE, RUBBISH, AND OTHER WASTE MATTER), 5-11.05.3 (MAINTENANCE OF STREETS, HIGHWAYS, ALLEY SAND RIGHTS-OF-WAY IN CLEAN AND ORDERLY CONDITION), 5-11.05.4 (PENALTY FOR VIOLATIONS), 5-11.05.5 (REQUIRED NOTICE FOR INFRACTION VIOLATIONS), AND 5-11.23 (ILLEGAL DUMPING – NUISANCE VEHICLES).

**CLOSED SESSION**

1. Pursuant to Government Code Subdivision (a) of Section 54956.9  
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
  
Name of Case: Lee Alirez, Case No. WCAB No. ADJ7503811
2. Pursuant to Government Code Subdivision (a) of Section 54956.9  
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
  
Name of Case: Central and West Basin Water Replenishment District vs. Charles E. Adams, et al. LASC Case No. C786656
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION,  
Significant exposure to litigation pursuant to California Government Code Subdivision (b) of Section 54956.9: (3)
4. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION,  
Pursuant to California Government Code Subdivision (c) of Section 54956.9  
Number of potential cases: (1)

**SUBJECTS PRESENTED BY CITY MANAGER AND DEPARTMENT HEADS****SUBJECTS PRESENTED BY MAYOR AND COUNCIL MEMBERS AND INFORMATIONAL UPDATES FROM LIAISONS REGARDING VARIOUS ORGANIZATIONS AND COMMISSIONS**

**IDENTIFICATION OF ITEMS IN PROGRESS**

**ADJOURNMENT**

1. In memory of Harold Campbell, former Chief Administrative Officer for the City of Huntington Park 1965-1981.

CITY COUNCIL MEETING  
DECEMBER 17, 2012  
GOES DARK

NEXT REGULAR MEETING OF THE  
CITY OF HUNTINGTON PARK CITY COUNCIL  
MONDAY, JANUARY 7, 2013 at 6:00 p.m.

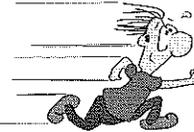
I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 29<sup>th</sup> day of November, 2012.

By

  
Rosanna M. Ramirez, City Clerk

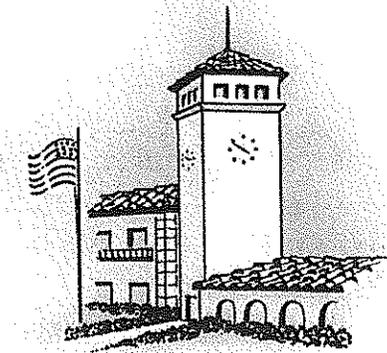
**Please note:** City Hall will be closed December 24, 25 & 31, 2012 and January 1, 2013.

City of  
**HUNTINGTON PARK**  
**AGENDA ITEM CIRCULATION FORM**



**DUE AT CITY CLERK'S  
OFFICE ON THURSDAY  
BY 2:00 P.M.**

<i>City Council Meeting Date:</i> December 3, 2012	<i>Agenda Item Number:</i> <small>City Clerk Use Only</small>
<b>ITEM BUDGETED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <i>Originator:</i> James Enriquez, P.E. <i>Signature:</i> _____	
<i>Department Head Signature:</i> <i>Date:</i> November 28, 2012	
<i>Agenda Item Description:</i> Authorization and approval of a grant application for a citywide traffic signal synchronization project in response to the 2013 Los Angeles County Metropolitan Transportation Authority (MTA) Call for Projects solicitation.	
<i>Agenda Recommendation:</i> Staff recommends that Council approve the proposed traffic signal synchronization project and authorize the development and submission of the grant application for the 2013 MTA Call for Projects.	
<i>Brief Summary:</i> The proposed project seeks to mitigate current and future pedestrian/motorist conflicts within the Pacific Boulevard commercial district while enhancing service to multiple existing MTA Bus Rapid Transit lines on Pacific Boulevard as well as other local public transit services. It consists of traffic signal synchronization modifications at multiple intersections to encourage peak hour commuters on Pacific Boulevard to utilize Santa Fe Ave and Miles Ave between Slauson Ave and Florence Ave. This project complements the Pacific Boulevard Pedestrian Improvement Project funded in the 2009 MTA Call for Projects.	
<i>Requested Annually:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO	
<i>Attached Supporting Documents:</i> 1) Staff Report; 2) Evans Brooks Associates Proposal	
<i>Additional Income this item generates:</i>	<i>Funding Name:</i> <i>Account Number:</i> <i>Account Name:</i> <i>Amount Balance Available:</i> <i>As of:</i> <i>Adjustment/Additional Appropriation Request Form Attached?</i> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/>
<i>DIRECTOR OF FINANCE</i> <i>Review &amp; Comments:</i> _____	
<i>Approved as to accounting form:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO	
<i>Reviewed by:</i> _____ <i>Date:</i> _____	
<i>CITY ATTORNEY (Ordinance - Resolution - Agreement)</i> <i>Review &amp; Comments:</i> _____	
<i>Reviewed by:</i> _____ <i>Date:</i> _____ <i>Approved:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO	
<i>CITY MANAGER</i> <i>Recommendation:</i> _____	
<i>Reviewed by:</i> <i>Date:</i> 11/29/12 <i>Approved:</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<i>CITY COUNCIL ACTION:</i> <input type="checkbox"/> Consent Calendar <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Continued to Date) _____ <small>City Clerk Use Only</small>	



**City of  
HUNTINGTON PARK California**

**PUBLIC WORKS DEPARTMENT  
6900 Bissell Street, Huntington Park, CA 90255  
Tel. (323) 584-6274 Fax (323) 584-6308**

**JAMES ENRIQUEZ  
Director of Public Works/City Engineer**

**DATE:** December 3, 2012

**TO:** Honorable Mayor and Members of the City Council

**FROM:** James Enriquez, P.E., Director of Public Works/City Engineer

**SUBJECT:** Authorization and approval of a grant application for a citywide traffic signal synchronization project in response to the 2013 Los Angeles County Metropolitan Transportation Authority (MTA) Call for Projects solicitation.

**BACKGROUND**

In early October 2012, MTA published a solicitation for the 2013 Call for Projects (CFP) grant program. The CFP grant program is a competition through which various federal, state, and local transportation funds are awarded to the most competitive, regionally significant projects in several modes of transportation (i.e. surface roadways, pedestrian, bicycle, transit, etc.). Depending on the modal category, funds will be available beginning Fiscal Year 2014-15 and will be allocated for five years. The application deadline is January 18, 2013.

Public agencies that provide transportation facilities or services within Los Angeles County are eligible to apply. The funds available will vary by transportation modal category and a combined total of \$186 million is expected to be available for the 2013 CFP grant program.

**DISCUSSION**

Pacific Boulevard has long been the center for commerce and shopping for the Gateway region. Pacific Boulevard is also considered a thoroughfare for north-south commuters traveling from Los Angeles into the South Bay region. This combination results in several issues along this heavily populated and utilized corridor. The heavy pedestrian traffic on Pacific Boulevard, many of which arrive via public transit, creates many pedestrian/motorist conflicts particularly during peak traffic hours.

This issue is likely to increase after the implementation of the Pacific Boulevard Pedestrian improvement Project and as this commercial area is revitalized. The Pacific Boulevard Pedestrian Improvement Project is a \$3.9M project funded in part with a \$2.7M grant awarded to the City of Huntington Park in the 2009 MTA CFP. Those funds are scheduled to be available in Fiscal Year 2014-15.

The proposed project seeks to mitigate current and future pedestrian/motorist conflicts while enhancing service to multiple existing MTA Bus Rapid Transit lines on Pacific Boulevard as well as other local public transit services. The project consists generally of signal synchronization with minor/moderate lane reconfigurations to encourage peak traffic commuters on Pacific Boulevard to use Santa Fe Avenue and Miles Avenue between Slauson Avenue and Florence Avenue. It would likely consist of multiple intersection and signal reconfigurations along these two corridors to spread peak traffic and alleviate congestion on Pacific Boulevard. The traffic signals would include an Intelligent Transportation System (ITS) function in conjunction with regional ITS synchronization systems to enable varied control of traffic flows to accommodate varying peak volumes. Lane reconfigurations may include lengthening and adding turn pockets to facilitate turning motions of increased traffic volumes at affected intersections. Wayfinding and smart Traffic Demand Management (TDM) signage will also be added to encourage route alternatives to commuters.

### **FISCAL IMPACT**

In order to produce high-quality application materials for this extremely competitive grant program, the City of Huntington Park must contract the services of an expert consultant with broad transportation knowledge as well as experience and insight relating to the application process and requirements of the Call for Projects. Staff solicited proposals from multiple firms and recommends Evans Brooks Associates (EBA). The negotiated fee for the Citywide Signal Synchronization Project is not-to-exceed \$7,400 payable from MTA Local Return Funds (Prop A, Prop C, Measure R).

The CFP grant, if selected for funding, will require a 20% local match. Recommendations for funding sources for the local match will be presented to the Council for approval prior to the grant submission, following the conceptual development of the project and a preliminary total project cost estimate.

The scope of work for EBA also includes the development of a Citywide Bicycle Improvement Plan in anticipation of the State's Bicycle Transportation Account funding call for projects that may be open for competition in Spring 2013. The fee for the Bicycle Improvement Plan is not-to-exceed \$14,500 and will be due to the consultant only upon award of a grant for the construction of bicycle path improvements.

## **RECOMMENDATION**

Staff recommends that Council approve the proposed traffic signal synchronization project and authorize the development and submission of the grant application for the 2013 MTA Call for Projects.

## **ATTACHMENTS**

Attachment A: Proposal submitted by Evans Brooks Associates

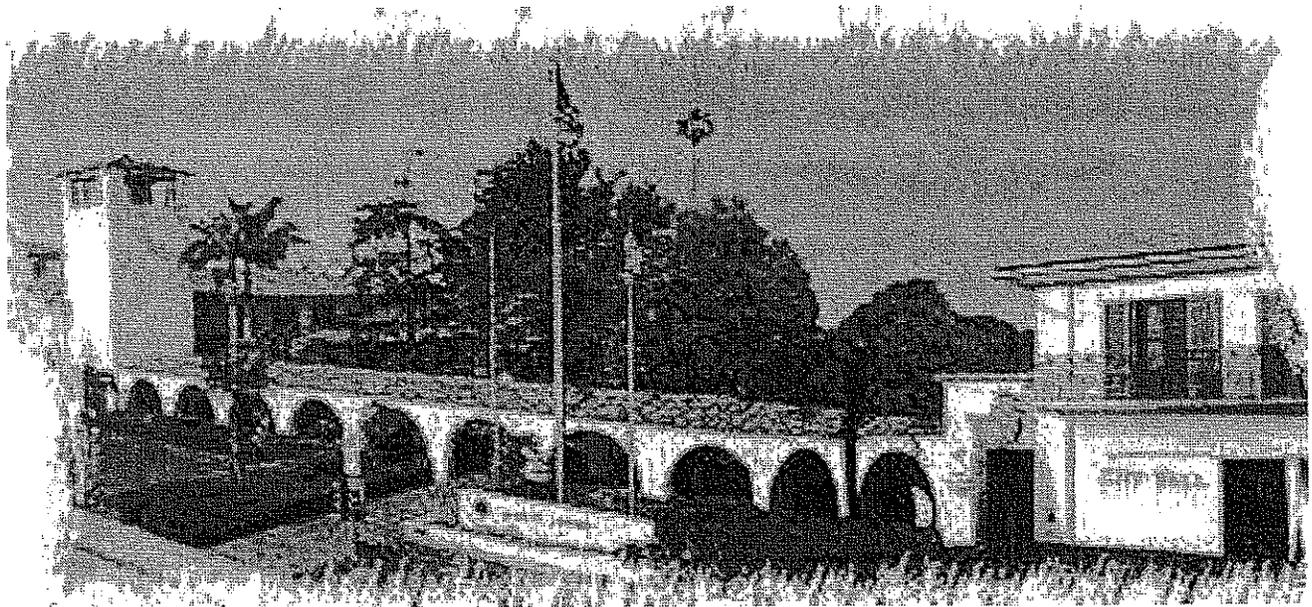
## PROPOSAL

For the City of Huntington Park

Grants Planning, Acquisition Administration Services

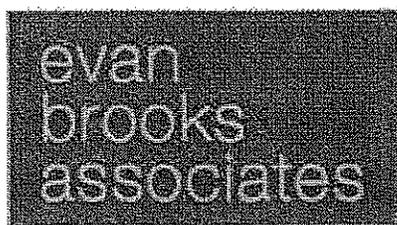
## 2013 Metro Call for Projects

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*EvanBrooksAssociates  
Planning Consultants  
a California corporation  
a Disadvantage Business Enterprise firm*



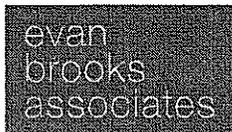
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215 West Seventh Street, Suite 610  
Los Angeles, CA 90014  
Tel: 818-521-9947, Fax: 888-421-8798  
Office: 626-458-3203  
Contact Person: Hal Suetsugu, Vice Principal  
ebaplanning@live.com  
hal@ebaplanning.com

November 20, 2012

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## 1. CONTACT INFORMATION

Evan Brooks Associates (the Firm) can be contacted at the address, phone, email and fax listed below. Mr. Hal Suetsugu, the Firm's principal, maybe contacted directly.

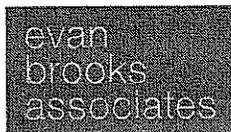
**EVAN BROOKS ASSOCIATES, INC.**  
50 South DeLacey Avenue, Suite 100  
Pasadena, California 91105  
Office phone: 626-458-3203  
Fax: 888-421-8798  
[www.ebaplanning.com](http://www.ebaplanning.com)

Vice Principal, Mr. Hal Suetsugu  
Cell phone: 818-521-9947  
Email: [hal@ebaplanning.com](mailto:hal@ebaplanning.com)

## 2. FIRM PROFILE

Evan Brooks Associates (EBA) is a strategic planning consulting firm specializing in grant funding for transportation, planning, and sustainable development projects. We are a 'full service' funds management firm that specializes in each segment of funds management; stemming from grants acquisitions and advocacy planning to funds management and maintenance to funds and audit closeouts. Our grant and funds management specialties include:

- 'Best-use-of-funds' analysis for effective use of local, regional, state and federal funding sources,
- Strategic analysis of grant eligibility and competitiveness for effective decision making,
- Government relations and advocacy planning for effective communications and awareness,
- Up-to-date knowledge of funds obligations and maintenance procedures for effective funds management and agency support,
- Thorough review of federal, state and regional audit for closeout approvals by funding agencies.

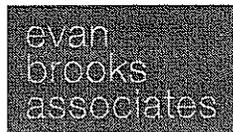


Our firm prides ourselves in giving our clients the best representations for funding services. We have close working relations with both primary funding agencies and fiduciary agencies to ensure that our clients' needs are clearly addressed and communicated. Our past and current relationships with funding and regulatory agencies include:

- Department of Transportation (DOT)
- Department of Energy (DOT)
- Federal Highway Administration (FHWA)
- Federal Transit Administration (FTA)
- CA Department of Transportation (Caltrans)
- California Transportation Commission (CTC)
- California Energy Commission (CEC)
- Public Utilities Commission (PUC)
- Metropolitan Water District (MWD)
- Los Angeles County Metropolitan Transportation Authority (Metro)
- Southern California Regional Rail Authority (SCRRA)
- Southern California Association of Governments (SCAG)
- Southern California Air Quality Management District (AQMD)
- Mobile Source Air Pollution Reduction Review Committee (MSRC)
- San Gabriel Valley Council of Governments (SGVCOG)
- Alameda Corridor East (ACE)
- Southern California Edison (SCE)
- County of Los Angeles (Supervisory District 1 and 5)
- County of Los Angeles Department of Public Works

A large part of the firm's work is in the areas of funds management and grant writing for municipal agencies. The grants and funds management team is one of the firm's strengths and actively maintains regional, state and federally funded projects among 20 local agency clients in Los Angeles County.

The Firm often plays a role in projects beyond funding including planning, engineering, environmental review, permitting, construction, and project closeout. EBA has also provided lead agencies with community outreach and government relations services often associated with planned and proposed transportation projects.



## Size and Organization

The Firm is a small, woman/minority-owned business with six (6) professional staff member and three (3) administrative and support personnel. The Firm serves Southern California clients, particularly cities within Los Angeles County. Its main office is in Pasadena and its field office is in Alhambra.

## Rates

The Firm's fees include time and materials charges directly related to client services. This includes hours for work tasks, project management and coordination services such as meetings and public presentations, and project direct expenses. The following provides a breakdown of the Firm's hourly rate for consulting work for its public agency and private clients.

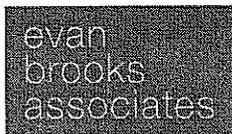
Table 1. Reimbursable Hourly Billing Rates

Assigned Personnel	Hourly Rate
Funds Principal, Hal Suetsugu	\$140
Project Manager / Project Engineer	\$120
Funds Specialist / Researcher	\$90
Grant Writer	\$80
Funds Analyst	\$75
Administrative Support	\$55

EBA also invoices its clients for the full cost of out-of-pocket expenses directly related project assignments under contract.

## Service Areas

The Firm's principal is Mr. Hal Suetsugu who has over 20 years of transportation and land use funding experience and has been instrumental in finding, securing, maintaining, and closing out all levels of government funding. He develops long



range strategic planning for funds management and has aided local agencies with receiving and managing over \$77 million over the past four years. Projects involving project management and planning, grants acquisitions and administration, and traffic analysis have included public parking structures, roadway resurfacing and realignments, highway safety improvements, transit-oriented developments, safe routes to schools, sustainability and environmental, transportation demand management and transportation enhancements.

### Function and Capabilities

The Firm provides agencies with both grant writing and grants administration services and has been successful in delivering products on time and within budget. The Firm has completed the following grant projects on time and on budget.

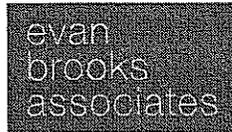
Evan Brooks Associates has extensive experience working in a large number of Cities within Los Angeles County. The Firm has worked for several Public Works and Planning Departments with public funding strategies for roadway projects including resurfacing and realignment. The following are current and recent funds management and administration projects.

#### TRANSPORTATION IMPROVEMENTS

- Federal TIGER, Pomona SR 71 Corridor Enhancement Project
- Federal TIGER El Monte Gateway Multimodal Transit Center Project
- Federal TIGER Inglewood Crenshaw/LAX Corridor Improvements
- Federal TIGER Inglewood Century Corridor Improvement Project
- Metro South Pasadena Mission Street/Metro Gold Line Project
- Metro Baldwin Park South City Bicycle Improvement Project
- Metro Alhambra Valley Bl Bus Corridor Improvement Project
- Metro Rosemead Valley Bl Bus Corridor Improvement Project
- Metro San Gabriel/Mission TEA Improvements
- Metro Duarte Metro Gold Line Pedestrian Improvements
- Highway Safety Improvement Project, Rosemead Bl Corridor
- Safe Routes San Marino Huntington Drive School Safety

#### PLANNING & ENVIRONMENTAL

- SCAG Compass Blueprint Alhambra Downtown Economic Development Plan
- SCAG Compass Blueprint Inglewood La Cienega Corridor Study
- SCAG Compass Blueprint Inglewood Downtown Master Plan
- State, Environmental Enhancement and Mitigation Program



**BEAUTIFICATION & SAFETY**

- o Metro La Canada Flintridge Angeles Crest Beautification Project
- o Metro Azusa Avenue/I-210 Freeway Beautification Project
- o Metro San Gabriel Bl./Mission Rd. Beautification

**SUSTAINABILITY & EFFICIENCY**

- o Monrovia/Prop IC HCD Funds Acquisition Services
- o Alhambra/EECBG Street Light Improvement Project
- o Inglewood/EECBG Manchester Boulevard Street Lighting Project
- o Baldwin Park Metrolink Station Sustainability Improvements
- o Bellflower Prop 84 EEMP Bellflower Boulevard Improvements

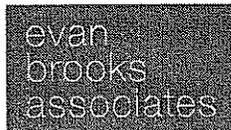
**HISTORIC PRESERVATION, ARTS & CULTURE**

- o State Office of Historic Preservation, City of Glendale
- o Puffin Foundation, Performing Arts

Our Firm has helped cities and agencies obtain funding totaling over \$77 million over the past four years as shown on the following project specific table.

**Successful Grant Applications**

Alhambra	AQMD CMAQ CNG Refueling	\$300,000
Alhambra	Energy CEC LED Signal Upgrade	\$950,000
Alhambra	Highway Safety Mission Drive	\$390,000
Alhambra	Highway Safety Valley Blvd Marengo	\$440,000
Alhambra	Highway Safety Valley Blvd New Ave	\$645,000
Alhambra	Metro Call for Projects Valley Blvd.	\$1,500,000
Alhambra	Metro Mini Call Bus Purchases	\$400,000
Alhambra	Safe Routes to Schools Alhambra High	\$256,000
Alhambra	Safe Routes to Schools Commonwealth	\$270,000
Arcadia	Metro Call for Projects Huntington Dr.	\$1,010,000
Azusa	Metro Call for Projects TEA Azusa Ave.	\$800,000
Azusa	Metro Call for Projects Transit Center	\$4,200,000
Baldwin Park	Metro Call for Projects Baldwin Bikeway	\$400,000
Baldwin Park	Metro Call for Projects Metrolink Overpass	\$1,800,000
Baldwin Park	Metro Call for Projects TDM Project	\$300,000
Baldwin Park	Metro Call for Projects Transit Center	\$4,200,000
Baldwin Park	Metro Mini Call Bus Purchases	\$400,000
Baldwin Park	Strategic Growth Sustainability Planning	\$368,000
Baldwin Park	Foothill Transit Bus Stop Improvements	\$45,000
Bellflower	Highway Safety Bellflower Boulevard	\$913,000
Bellflower	Safe Routes to School Eucalyptus	\$642,000
Bellflower	Safe Routes to School Palm/Clark	\$477,000

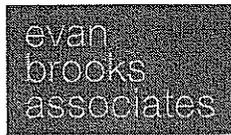


Carson	Call for Projects Avalon RSTI	\$6,700,000
Commerce	Highway Safety Washington Garfield	\$559,000
Commerce	Highway Safety Washington I-5	\$353,000
Commerce	Safe Routes Laguna Bandini	\$572,000
Duarte	Metro Call for Projects Gold Line Ped	\$530,000
El Monte	Metro Call for Projects Downtown TDM	\$316,000
El Monte	Metro Call for Projects Ramona Sync	\$2,760,000
El Monte	Metro Call for Projects Valley RSTI	\$1,470,000
Hermosa Beach	Highway Safety Valley Drive	\$120,000
Inglewood	Energy CEC Street Lighting	\$650,000
Inglewood	Highway Safety Crenshaw S Curve	\$273,000
Inglewood	Highway Safety Manchester	\$172,000
Inglewood	Metro Call for Projects Century RSTI	\$3,200,000
Inglewood	Metro Call for Projects Florence RSTI	\$2,400,000
Inglewood	Metro Call for Projects La Brea S Curve	\$6,300,000
Inglewood	Safe Routes La Tijera Safety Improvements	\$325,000
Inglewood	Safe Routes to School Ivy Sidewalk	\$239,000
Inglewood	SCAG La Cienega Corridor Study	\$250,000
Lawndale	Call for Projects Inglewood/Marine	\$1,019,000
Lawndale	Highway Safety Mansel/Marine	\$249,000
Pomona	Call for Projects SR71/Mission Blvd.	\$3,200,000
Pomona	TCRP SR71/Mission Improvements	\$16,400,000
Redondo Beach	BOS ARRA ADA Improvements	\$200,000
Redondo Beach	BOS FTA Discretionary Bus Stops	\$218,000
Redondo Beach	Call for Projects Transit Center	\$3,200,000
Rosemead	Highway Safety SR 19 Rosemead	\$479,000
Rosemead	Highway Safety Walnut Grove	\$377,000
Rosemead	Metro Call for Projects Valley RSTI	\$780,000
Rosemead	Safe Routes Northeast Rosemead	\$1,018,000
Rosemead	Safe Routes Northwest Rosemead	\$860,000
Rosemead	Safe Routes South Rosemead	\$526,000
Rosemead	Safe Routes to School Citywide SRTS	\$490,000
San Marino	Safe Routes to School Citywide SRTS	\$727,000
South Pasadena	Safe Routes Fair Oaks	\$251,000

**Total Funding Amount: \$77,889,000**

### Firm Philosophy

Our firm strives to make our clients' projects and programs to be competitive and successful in local and regional fund programming by providing our unique expertise in a timely and professional manner. We pride ourselves in knowing our funding partners and passing our knowledge, experience and relationships to our clients. Evan Brooks Associates keeps up-to-date on grant opportunities and is



available to discuss approaches and strategies for securing funding for specific projects, programs, or services. Our firm is dedicated to providing our clients with quality and responsive services and deliveries.

### 3. SPECIFIC NEEDS

#### Huntington Park Grant Applications

The City of Huntington Park is seeking the services of a qualified consulting firm available to provide Call for Projects grant research, writing and administration services as well as providing services for the development of a Bicycle Improvement Plan.

#### Project Experience

Evan Brooks Associates has extensive experience working in a large number of Cities within Los Angeles County. The Firm has worked for several Public Works and Planning Departments with public funding strategies for roadway projects including resurfacing and realignment. The following are current and recent funds management and administration projects.

#### **CITY OF BALDWIN PARK**

14403 East Pacific Avenue  
Baldwin Park, CA 90706  
Vijay Singhal, Chief Executive Officer  
626-813-5204

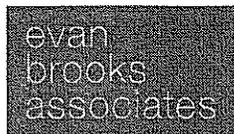
#### Transit Center and Parking Structure

##### ***Funds Management and Labor Compliance (2011 to current)***

Evan Brooks Associates is a part of the construction management team responsible for managing and monitoring federal transportation funding for completion of a three-level parking structure as part of a larger Transit Center in the middle of the city of Baldwin Park. Additionally, EBA is managing the labor compliance requirement associated with federal funding.

#### **Successful Grant Acquisitions:**

- Metro Call for Projects, Bikeways; \$400,000
- Metro Call for Projects, Pedestrian; \$1,800,000



- Metro Call for Projects, TDM; \$300,000
- Metro Call for Projects, Transit Capital; \$4,200,000
- Metro Mini Call, Bus Purchases, \$400,000
- Prop 84 Strategic Growth, Sustainability Planning, \$368,000
- Foothill Transit, Bus Stop Improvements; \$45,000
- AQMD-MSRC, CNG Refueling Station \$435,000
- AQMD-MSRC, Solar Recharging EV Station \$400,000

**CITY OF EL MONTE**

11333 Valley Boulevard  
El Monte, CA 91731  
626-580-2001

Grants Management/Transportation Management Services  
***Grants Acquisition/Funds Management and Transit Planning***  
*(2010 to current)*

Evan Brooks Associates is available to the City of El Monte for Funds Management and Transit Planning Services. Current assignments include the downtown El Monte public parking analysis and the citywide bus operations study.

**Successful Grants:**

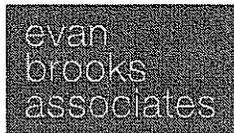
- Metro Call for Projects, TDM; \$316,000
- Metro Call for Projects, Signal Sync; \$2,760,000
- Metro Call for Projects, RSTI; \$1,470,000

**CITY OF ROSEMEAD**

8838 East Valley Boulevard  
Rosemead, CA 91770  
Jeff Allred, City Manager  
626-569-2100

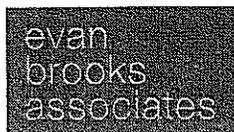
Citywide Funds Management  
***Full Service Funds Management/Traffic Commission Liaison***  
*(2010 to current)*

Evan Brooks Associates provides the City with managing transportation funds including funds from the Metro "call for projects", safe routes to schools, transportation demand management, and project specific funding.



**Successful Grants:**

- Highway Safety, Rosemead Bl; \$479,000
- Highway Safety, Walnut Grove; \$377,000
- Metro Call for Projects, RSTI; \$780,000
- SRTS/SR2S, NE City; \$1,018,000
- SRTS/SR2S, NW City; \$860,000
- SRTS/SR2S, South City; \$526,000
- SRTS, Citywide I; \$490,000
- SRTS, Citywide II; \$251,000



## 4. PROJECT APPROACH

EBA will ensure that all information and forms needed to apply for the 2013 Metro Call for Projects on all funding requests will be provided to Metro by the January 18, 2013 deadline. The Call for Projects implements policy objectives for the all categories identified in Metro's adopted Long Range Transportation Plan. The focus of the transportation modal categories is to achieve the following policy objectives:

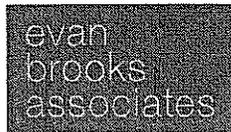
- 1) Improve regional mobility
- 2) Improve air quality
- 3) Improve transit access
- 4) Integrate sustainability

The city's modal categories (Transit Capital, Regional Surface Transportation Improvements, Bicycle Improvements) are aimed at promoting transit mobility, air quality, transit access, and sustainability by funding regionally significant projects that either directly or indirectly increase transit and non-motorized transportation uses. The specialty areas the City is specifically seeking for grant applications include:

1. 2013 Metro Call for Projects Application: **Citywide Signal Synchronization Project** (Signal Synchronization).
2. Bicycle Transportation Account Bicycle Improvement Plan: **Citywide Bicycle Improvement Plan**

*EvanBrooksAssociates* proposes to:

- Perform grant writing services for the MTA Call for Projects including performing data analyses, liaison with MTA staff, acquiring letters of support, and submitting final application documentation and required supporting documents.
- Develop Project Study Report Equivalent (PSRE) as part of submittal to satisfy Metro requirements.
- Incorporate additional statistical and engineering design materials to enhance application's competitiveness.



## 5. PROJECT TEAM

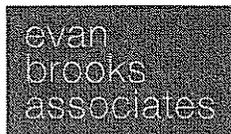
### Hal Suetsugu, Funding Principal

Mr. Hal Suetsugu, Principal of Evan Brooks Associates, has extensive experience working with transportation funding and is known as one of the experts in the Los Angeles County area. He has additional grant acquisition experience in the water, environmental quality and the energy field.

Mr. Hal Suetsugu will serve as project principal and has over 20 years of experience in regional and local transportation, redevelopment and land use planning focusing on strategic and legislative policy planning, funding and grants management, program and project management, public and community relations, public and private sector contracts administration, federal, state and regional agency liaison, government/customer relations and organizational and intergovernmental coordination.

Mr. Suetsugu has successfully developed transit funding and finance studies for more than 10 Southern California cities including South Pasadena, Pico Rivera, Redondo Beach, Huntington Park and El Monte and obtained grants for more than 40 public sector projects within Los Angeles County, totaling more than \$76 million.

- Fourteen years managing transportation projects and administering public and private contracts.
- Seven years managing state and federal capital funds planning and strategic funds forecasting.
- Four years in local agency city planning, city commission liaison, grants management and administration activities.
- Developing and maintaining interagency coordination.
- Successfully obtained grants for more than 50 public sector projects within Los Angeles County, totaling more than \$72 million.
- Effectively working closely with funding agencies to develop competitive grant applications for his clients.
- Serving as the former transportation deputy to Metro's Chairman of the Board.



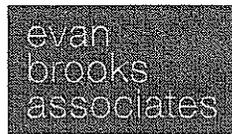
- Serving as senior legislative and funds analyst for Metro's Capital Planning department.
- Serving as a transportation manager with the City of South Pasadena.
- Well versed in government relations, liaison and advocacy at all levels of government, including agencies such as Federal Transit Administration, Federal Highway Administration, Federal Department of Energy, FEMA, Caltrans, California Energy Commission, California Transportation Commission, California Housing and Community Development, Southern California Association of Governments, Metro, SCAQMD, San Gabriel Valley COG, Southern California Edison, Athens Disposal and various local agencies.
- Working closely with Federal, State, County and local legislative and technical staff in order to gain support for grant funded projects.
- Working closely with FHWA, Caltrans Local Assistance and Metro staff to successfully secure several federal-aid funding for various public works construction projects
- Serving as the lead project manager for the administration and coordination of Federal E-76 obligations
- Serving as the lead manager for State and Regional Memorandums of Understanding agreements for planning and construction projects.
- Preparing and administering several federal, state and regional closeout audits for grant funded projects.

#### Juliet M. Arroyo, Project Manager

Ms. Arroyo has over 20 years of experience in urban planning specializing in environmental review and compliance at the California and Federal levels for large and small, private and public projects. She has additional experience in transportation planning, historic resources, urban design, land use planning, public funding, and redevelopment.

Ms. Arroyo has worked as a transportation planner and environmental specialist. She prepared the Citywide Parking Study for the City of Lawndale and was project manager for the City of Calimesa Circulation Element. She had monitored federal funding expenditures for transportation projects and has prepared "Preliminary Environmental Studies" pursuant to Caltrans requirements for over 30 transportation projects.

She has written grants for transportation, environmental, and arts projects. She prepares environmental documents and prepares technical analyses for historic



resources, land use, aesthetics, and transportation. She worked as the CEQA and Historic Preservation Planner for the City of Glendale and has processed development projects through the City's approval bodies. She has written municipal codes for historic preservation plans and incentive programs. She managed and conducted historic resource surveys and was staff for design review projects with impacts on older properties. She has received awards for her work in historic resources. She has also worked for developers and property owners processing projects through the entitlement process focusing on zoning, plan compliance, historic resources, and environmental review. She also serves as an architectural historian and has written books on the history of Glendale, California.

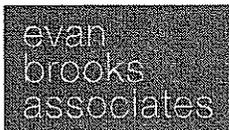
#### Mindy Belli, Grants Analyst

Ms. Belli is a technical research analyst and specializes in writing and preparing grant applications and proposals. Her projects include research and drafting of policies for municipal agencies and developing policies for traffic calming and parking management, processing federal and state applications in accordance to established guidelines, drafting a formal status report for a municipal transit service, drafting proposals and grant applications, developing press releases for events or meetings, assisting local residents with application submittals and required documentations. Ms. Belli has also written award winning-application for the AQMD Model Community Award

#### Additional Technical, Research, and Administrative Staff

##### **Ms. Melissa Sandoval, Grant Administration, Reporting, & Auditing**

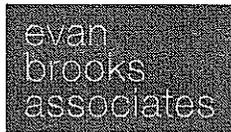
Ms. Sandoval has worked on over 25 grants funded projects from initial obligation to final audits and closeouts. She oversees the funding process and charts requirements and obligations. She prepares funding documents and submittals and tracks projects throughout the process.



## 6. DOCUMENTATION OF RECENT PROJECTS

Recent Call for Projects and other related grants acquisition projects from selected clients are listed below.

- Grant Acquisition Services:
- City of Carson, Call for Projects RSTI  
Project Name: Avalon/I-405 Access Improvements  
Grant Amount \$6,700,000  
Contract Amount: \$22,000  
Contact: Raymond Cruz, 310-952-1769
  
  - City of Rosemead, Call for Projects RSTI  
Project Name: Valley Bl Bus Speed Improvements  
Grant Amount: \$780,000  
Contract Budget: \$15,000  
Contact: Chris Marcarello, 626-569-2118
  
  - City of El Monte, Call for Project Signal Sync  
Project Name: Ramona Bl Signal Synchronization  
Grant Amount: \$2,760,000  
Contract Budget: \$20,000  
Contact: James Enriquez, PE, 626-580-2058
  
  - City of Baldwin Park, Highway Safety Improvements  
Project Name: Pacific Avenue Railroad Pre-emption  
Grant Amount: \$368,000  
Contract Budget: \$9,500  
Contact: David Lopez, 626-960-4011
  
  - City of Rosemead, Bicycle Transportation Acct (BTA)  
Project Name: Citywide Bicycle Improvements  
Grant Amount: \$720,000  
Contract Budget: \$14,500  
Contact: Chris Marcarello, 626-569-2118
  
  - City of Bellflower, Highway Safety Improvements  
Project Name: Bellflower Bl Safety Improvements  
Grant Amount: \$990,000  
Contract Budget: \$18,000  
Contact: Brian Lee, 310-804-1424



City of Baldwin Park, Prop 84 Sustainability Planning  
Project Name: Sustainability Element General Plan  
Grant Amount: \$362,000  
Contract Budget: \$14,000  
Contact: Amy Harbin/Marc Castagnola  
626-960-4011

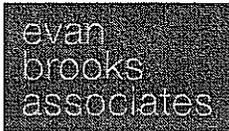
## 7. REFERENCES

The following are the Firm's client references for recent projects:

**Mr. Jeff Allred, City Manager**  
**Chris Marcarello, Public Works Director**  
**Mr. Farid Hentabli, Assistant Public Works Director**  
City of Rosemead  
8838 E Valley Blvd, Rosemead, CA 91770  
626/569-2191  
Fhentabli@cityofrosemead.org  
Cmarcarello@cityofrosemead.org

**Mr. William Galvez, P.E., City Engineer**  
City of Santa Ana  
20 Civic Center Plaza, Santa Ana CA 92701  
714/647-5400

**Mr. Vijay Singhal, Chief Executive Officer**  
**Mr. Marc Castagnola, Community Development Director**  
**Ms. Amy Harbin, City Planner**  
City of Baldwin Park  
14403 E. Pacific Ave, Baldwin Park, CA 91706  
626/960-4011



## 8. COMPENSATION

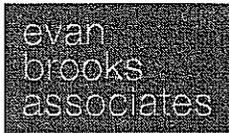
The City of Huntington Park is seeking the services of a qualified consulting firm available on an on-call basis to provide grant research, writing and administration services.

The specialty areas the City is specifically seeking includes:

1. 2013 Metro Call for Projects Application: **Citywide Signal Synchronization Project** (Signal Synchronization). **\$7,400 NTE** [Compensation based on the successful approval of Metro's Local Return funding request for transportation consultant services]
2. Bicycle Transportation Account Bicycle Improvement Plan: **Citywide Bicycle Improvement Plan**. **\$14,500 NTE** [Compensation based upon successful **BTA** funding in Spring 2013]

EBA will perform grant-writing services for the Metro Call for Projects including:

1. Perform data analyses, liaison with MTA staff, acquiring letters of support, and submitting final application documentation and required supporting documents,
2. Develop Project Study Report Equivalent (PSRE) as part of submittal to satisfy Metro requirements, and
3. Incorporate additional statistical and engineering design materials to enhance application's competitiveness.



## PROJECT SCOPE

### 2013 Metro Call for Projects Application: **Citywide Signal Synchronization Project** (Signal Synchronization).

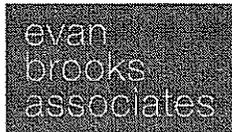
Pacific Boulevard has long been the center for commerce and shopping for this Gateway region. Pacific Boulevard is also considered the main thoroughfare for north-south commuters traveling to and from the Los Angeles/San Gabriel region into the South Bay and beyond.

Several issues exist along the highly commercialized segment of Pacific Boulevard. Because this corridor is heavily populated and many of the patrons either arrive by transit or walking, many pedestrian/motorist conflicts exist. In addition, because of the many pedestrian crossings and transit stops along the commercial segment of Pacific Boulevard, traffic is highly congested during most of the day. Even with the recent addition of Metro's Bus Speed Improvements and signal synchronization along Pacific Boulevard, congestion still exists because of the large amount of pedestrian and transit traffic along this corridor.

The proposal to Metro for this cycle of the Call for Projects is to implement a traffic system that encourages vehicular commuters to seek out alternative routes in an expedient manner in order to lessen the demand on Pacific Boulevard. Currently, Metro has funded a pedestrian improvement project along Pacific Boulevard to further encourage walking and taking transit.

The proposal to implement a signal synchronization project that helps to divert commuter traffic to Santa Fe and Miles will complement Metro's approved Pedestrian Improvement project and help to lessen the traffic demand along Pacific Boulevard.

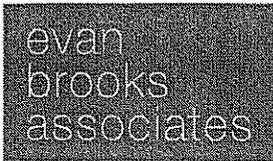
Design and construct signal improvements and install advanced signal synchronization to two north-south corridors along Santa Fe Avenue and Miles Avenue. Design and construct dual right turn lanes and/or right turn pockets and dual or extended left turn pockets at Santa Fe at Florence/Slauson/Gage (where possible) to improve traffic flow and reduce phasing. Design and construct dual right turn lanes and/or right turn pockets and dual or extended left turn pockets at Miles at Florence/Slauson/Gage (where possible) to improve traffic flow and reduce signal phasing. Install wayfinding and smart TDM directional signage to offer route alternatives for the motorists.



## PROJECT SCOPE

### Bicycle Transportation Account Bicycle Improvement Plan: **Citywide Bicycle Improvement Plan**

Provide an approved plan to satisfy the provisions and requirements to apply for the State's Bicycle Transportation Account funding that may be open for competition in March 2013. The City may be eligible for as much as \$1.8 million in bicycle improvement projects. One recommended project may be a bicycle system that helps to connect bicyclists at the Slauson Metro Blue Line with the Los Angeles River Regional Bicycle Path.



November 20, 2012

## City of Huntington Park

### Grants Planning, Acquisition Administration Services

2013 Metro Call for Projects Application: Citywide Signal Synchronization Project (Signal Synchronization). **\$7,400 NTE** [Compensation based on the successful approval of Metro's Local Return funding request for transportation consultant services]

Bicycle Transportation Account Bicycle Improvement Plan: Citywide Bicycle Improvement Plan. **\$14,500 NTE** [Compensation based upon successful BTA funding in Spring 2013]

**NTE: \$21,900.00**

### **NOTICE TO PROCEED APPROVAL**

Authorized:

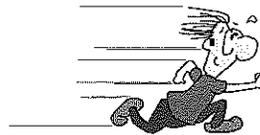
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Rena Bobadilla, P.E., City Manager

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Date

City of  
**HUNTINGTON PARK**  
**AGENDA ITEM CIRCULATION FORM**



**DUE AT CITY CLERK'S  
OFFICE ON THURSDAY  
BY 2:00 P.M.**

City Council Meeting Date: December 3, 2012	Agenda Item Number: _____ City Clerk Use Only
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<b>ITEM BUDGETED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A Originator: Neal Mongan - Lieutenant Signature:	Department Head Signature: Date: _____
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Agenda Item Description: Public Safety Online LLC (P.S.O. System)

Agenda Recommendation: Authorization of agreement with Public Safety Online LLC for the Huntington Park Police database application system for twenty month trial period.

Brief Summary: The Huntington Park Police Department requests to enter into an agreement with PSO for access to this system to enhance our capabilities in serving the community. This PSO System is being offered to the Huntington Park Police Department at NO COST for a twenty month period (November 1, 2012 thru June 30, 2014).

Requested Annually:  YES  NO

Attached Supporting Documents: Staff report by Lt. Neal Mongan and attached License and Service Agreement.

Additional Income this item generates:	Funding Name: Account Number: Account Name: Amount Balance Available: As of: Adjustment/Additional Appropriation Request Form Attached? <input type="checkbox"/> YES <input type="checkbox"/> NO
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**DIRECTOR OF FINANCE**  
 Review & Comments: \_\_\_\_\_  
 to \_\_\_\_\_  
 accounting form: \_\_\_\_\_

Approved as \_\_\_\_\_

Initials: \_\_\_\_\_ Date: \_\_\_\_\_  YES

NO

**CITY ATTORNEY (Ordinance - Resolution - Agreement)**  
 Review & Comments: \_\_\_\_\_

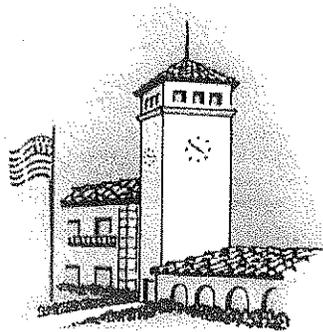
Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_ Approved:  YES  NO

**CITY MANAGER**  
 Recommendation: \_\_\_\_\_

Reviewed by: Date: 11/29/12 Approved:  YES  NO

**CITY COUNCIL ACTION:**  Consent Calendar  Approved  Denied  Continued to (Date) \_\_\_\_\_

City Clerk Use Only



City of  
**HUNTINGTON PARK** California  
POLICE DEPARTMENT

6542 MILES AVENUE, HUNTINGTON PARK, CALIFORNIA 90255-4388  
TEL. (323) 826-6629 • FAX (323) 826-6680

**JORGE CISNEROS**  
CHIEF OF POLICE

**DATE:** December 3, 2012  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Jorge Cisneros; Chief of Police  
**BY:** Neal Mongan; Administrative Lieutenant  
**SUBJECT:** Recommendation to Approve Public Safety Online Agreement

**BACKGROUND**

Public Safety Online LLC ("PSO") has developed a Web 2.0 database application system that allows residents, business owners, school officials, occupants and others the ability to log into their own profile. Applicants will have the ability to create and maintain their own emergency contact information and other information regarding their respective addresses in the PSO System. First responders can log into the PSO System and search for an address to obtain any information related to that address that has been provided.

**DISCUSSION**

The Huntington Park Police Department requests to enter into an agreement with PSO for access to this system to enhance our capabilities in serving the community. This PSO System is being offered to the Huntington Park Police Department at no cost for a twenty month period (November 1, 2012 thru June 30, 2014).

**FISCAL IMPACT**

There will be no fiscal impact for this PSO System during this twenty month trial period. PSO is offering the system at no cost to the City for a twenty month period.

**RECOMMENDATION**

Staff recommends Council approve the Police Department to enter into a License and Service Agreement with Public Safety Online LLC.

## LICENSE AND SERVICE AGREEMENT

This License and Service Agreement (“**Agreement**”) is made as of November 1, 2012, by and between Public Safety Online LLC, a California limited liability company (“**PSO**”) and the City of Huntington Park, California, a general law city (“**Licensee**”).

### RECITALS:

A. PSO has developed a Web 2.0 database application that residents, business owners, school officials, occupants and others may use to voluntarily login to their own profile to create and maintain their own emergency contact information and other information regarding their respective addresses (the “**PSO System**”). First responders (e.g., law enforcement, fire departments and emergency managers) can login to the PSO System and search for an address to obtain any information related to that address that was provided for that address.

B. PSO wants to grant Licensee, and Licensee wants to obtain, a license to use the PSO System within its jurisdiction.

### AGREEMENT:

The parties hereby agree as follows:

1. License. Subject to the terms and conditions of this Agreement, PSO hereby grants Licensee a non-exclusive, non-sublicensable and nontransferable license to access and use the PSO System. That license also allows Licensee to make the PSO System available to: (i) first responders (e.g., law enforcement, fire departments and other emergency service providers) who provide services within the Licensee’s jurisdiction so that they may access and use information in the PSO System; and (ii) residents, business owners, school officials, occupants and others within the Licensee’s jurisdiction so that they may login to their own profile to create and maintain their own emergency contact information and other information regarding their respective addresses. Licensee is solely responsible for the method and manner in which it may elect to make the PSO System available to the aforementioned types of parties.

2. Initialization Fee. Waived.

3. License/Service Fee. Waived.

4. Obligation to Seek Funding. Not Applicable.

5. Term and Termination. The term of this Agreement is for 20 months following the date first written above. If a party breaches any material term of this Agreement and such breach is not cured within 20 days after the non-breaching party gives the breaching party written notice of the breach, the non-breaching party may, at its sole discretion, terminate this Agreement by giving written notice of termination to the breaching party.

6. Address Verification. PSO will use commercially reasonable efforts to ensure that the PSO System contains all of the street addresses in the Licensee’s jurisdiction that existed as the date first written above. PSO, however, is not responsible for: (i) verifying that the PSO System contains an accurate and complete listing of all such addresses; (ii) updating the PSO System if and when new addresses come into existence; (iii) ensuring that any information entered into the PSO

System by anyone other than PSO is accurate or complete; or (iv) controlling access to the PSO System after it is made available to Licensee. If Licensee believes that the PSO System is inaccurate or incomplete in any way (as compared to the street addresses in the Licensee's jurisdiction that existed as of the date first written above), it will notify PSO in writing of such apparent inaccuracies or incompleteness in reasonable detail and PSO will, at no additional charge, correct any such inaccuracies or incompleteness within thirty (30) days after receiving such notice from Licensee. The PSO System will include only street addresses and not post office boxes or any sub-addresses such as suite numbers or apartment numbers.

7. Ownership Rights. PSO is the sole owner of the PSO System, the information contained in the PSO System and the PSO Technology (as that term is defined below). Pursuant to this Agreement, Licensee is granted only a non-exclusive license to access and use the PSO System and Licensee has no ownership rights, nor will it acquire any ownership rights, in the PSO System, any information contained in the PSO System or any of the PSO Technology. The term "**PSO Technology**" as used in this Agreement means those generalized ideas, concepts, know-how, methods, techniques, technological processes, expertise, or methodologies that PSO brings to, uses, or creates while developing or providing the PSO System pursuant to this Agreement.

8. Rights in Inventions. Licensee acknowledges that any inventions, discoveries or improvements pertaining to the PSO Technology which may be created by either party as a result of, or in furtherance of, this Agreement, even if created while PSO is developing the PSO System, will be owned exclusively by PSO. Licensee agrees to confirm PSO's ownership in any such inventions, discoveries or improvements, and the intellectual property rights therein, by executing and delivering to PSO assignments or other written instruments as PSO may reasonably request from time to time.

9. Limited Warranty and Remedies. PSO warrants that the PSO System will perform substantially in accordance with Exhibit A for the duration of the term of this Agreement (this warranty is referred to herein as the "**Limited Warranty**"). If an implied warranty or condition is created by Licensee's state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, Licensee also has an implied warranty or condition, **BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY. AS TO ANY DEFECTS DISCOVERED AFTER THAT PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND.** Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to Licensee. Any supplements or updates to the PSO System, including without limitation, any service packs or hot fixes (if any) provided to Licensee after the expiration of the Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

Licensee's exclusive remedy for any breach of the Limited Warranty is as set forth below. Except for any refund elected by PSO, **LICENSEE IS NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES,** if the PSO System does not meet the Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 11 below ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into the Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Licensee. The Limited Warranty gives Licensee specific legal rights. Licensee may have others which vary from state/jurisdiction to state/jurisdiction. PSO's entire liability and Licensee's exclusive remedy shall be to, at PSO's option from time to time exercised subject to applicable law: (i) replace defective media or documentation, as the case may be; (ii) use reasonable efforts to correct significant defects in the PSO System

without charge; or (iii) refund the license fees paid (if any) to PSO for the PSO System and terminate the license to use the PSO System. Any replacement will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. This Limited Warranty is void if failure of the PSO System has resulted from accident, abuse, misapplication, abnormal use or a virus. To exercise Licensee's remedy, contact: Public Safety Online LLC, 15651 East Stafford Street, City of Industry, California 91744 Attn: Warranty Support.

10. Disclaimer of Warranties. The Limited Warranty that appears above is the only express warranty made to Licensee and is provided in lieu of any other express warranties (if any) created by any documentation, packaging, or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, PSO provides the PSO System and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaims all other warranties and conditions, either express, implied or statutory, including, but not limited to, any implied warranties (if any), duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the PSO System, and the provision of or failure to provide support or other services, information, software, and related content through the PSO System or otherwise arising out of the use of the PSO System. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, OR NON-INFRINGEMENT WITH REGARD TO THE PSO SYSTEM.

By way of example, without limitation, PSO provides no warranties of any kind to any end-users accessing or otherwise using applications developed or otherwise obtained by Licensee. Because programs used to access and use the PSO System are inherently complex, PSO does not warrant that the PSO System is error-free or will operate without interruption. Furthermore, PSO does not warrant that the PSO System will work with any given network or network application. Licensee acknowledges that due to the complexity of the PSO System, it is possible that use of the PSO System could lead to the unintentional loss or corruption of data. Licensee assumes all risks of such data loss or corruption; the Limited Warranty provided in this Agreement does not cover any damages or losses resulting from data loss or corruption. Licensee also acknowledges and agrees that in no event will PSO be liable for any damages, losses or liability that may arise, directly or indirectly, from any use or misuse of the PSO System, any inaccurate or incomplete information in the PSO System or any failure of the PSO System to operate as intended or desired.

11. Exclusion of Incidental, Consequential and Certain Other Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PSO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PSO SYSTEM, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE PSO SYSTEM OR OTHERWISE ARISING OUT OF THE USE OF THE PSO SYSTEM, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR

**BREACH OF WARRANTY BY PSO, AND EVEN IF PSO AS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

12. Limitation of Liability. Notwithstanding any damages that Licensee might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of PSO under any provision of this Agreement and Licensee's exclusive remedy for all of the foregoing (except for any remedy of repair or replacement elected by PSO with respect to any breach of the Limited Warranty) shall be limited to the amount actually paid by Licensee for the PSO System (including both the initialization fee and the monthly license fees). The foregoing limitations, exclusions and disclaimers (including Sections 10, 11 and 12 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

13. Reservation of Rights. All rights of any kind in the PSO System not expressly granted in this Agreement are entirely and exclusively reserved by PSO and/or its licensors. The PSO System is protected by U.S. copyright law and international copyright treaties. The trademarks of PSO are protected by both state and federal U.S. trademark law. Licensee shall not, and shall not permit any third party to, rent, lease, modify, translate, reverse engineer, decompile, disassemble or create derivative works based on the PSO System; provided, however, that Licensee may authorize others to enter information in the PSO System pursuant to the terms of this Agreement. There are no third party beneficiaries of any promises, obligations or representations made by PSO herein.

14. U.S. Government Restricted Rights. RESTRICTED RIGHTS LEGEND – All PSO products and documentation are commercial in nature. The PSO System and related documentation are "Commercial Items", as that term is defined in 48 C.F.R. section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined in 48 C.F.R. section 252.227-7014(a)(5) and 48 C.F.R. section 252.227-7014(a)(1), and used in 48 C.F.R. section 12.212 and 48 C.F.R. section 227.7202, as applicable. Consistent with 48 C.F.R. section 12.212, 48 C.F.R. section 252.227-7015, 48 C.F.R. section 227.7202 through 227.7202-4, 48 C.F.R. section 52.227-14, and other relevant sections of the Code of Federal Regulations, as applicable, the PSO System and related documentation are licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this Agreement. Manufacturer is Public Safety Online LLC, 15651 East Stafford Street, City of Industry, California 91744.

15. Indemnification. Licensee agrees, to the fullest extent permitted by law, to release, hold harmless and indemnify PSO from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorneys' fees, arising out of Licensee accessing or using the PSO System.

16. Amendments. No amendments to this Agreement or changes in the scope of services or fees will be effective unless agreed to in a written instrument signed by both parties.

17. Assignment. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees. Neither party may assign its rights or obligations under this Agreement without the other party's prior written consent.

18. Governing Law; Venue. The validity, interpretation and construction of this Agreement will be interpreted under and governed by the internal laws of the State of California, without reference to any conflict of laws or choice of law provisions of any jurisdiction. Any dispute

arising under or related to this Agreement will be resolved exclusively in state or federal court in Los Angeles County, California. The parties hereby consent to such exclusive jurisdiction and venue and waive any objections thereto.

19. Attorneys' Fees. Should either party institute or participate in a legal or equitable proceeding against the other seeking to enforce or interpret this Agreement, the prevailing party (as "prevailing party" is defined in California Code of Civil Procedure Section 1032(a)(4)) in the proceeding will be entitled to recover all of its reasonable costs, expert and professional fees, and attorneys' fees, including costs and fees on appeal from the non-prevailing party.

20. Notices. Whenever notice is to be served hereunder, service will be made personally or by registered or certified mail, return-receipt requested, or by an express delivery service from which proof of delivery can be obtained, postage prepaid. Notice will be effective only upon receipt by the party being served, except notice will be deemed received four (4) business days after posting by the United States Post Office, by method described above. All notices will be sent to the addresses described below:

If to PSO: Public Safety Online LLC  
15651 East Stafford Street  
City of Industry, California 91744  
Attn.: Chief Executive Officer

If to Licensee: City of Huntington Park, California  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attn.: City Manager

21. Severability. If any court of competent jurisdiction finds any provision of this Agreement to be unenforceable or invalid, then such provision will be ineffective to the extent of the court's finding without affecting the enforceability or validity of the Agreement's remaining provisions.

22. Entire Agreement. This Agreement, together with the Exhibits hereto and any extensions or renewals hereof, constitute the parties' entire agreement with respect to the subject matter hereof and supersedes all prior statements or agreements, both written and oral. This Agreement may be amended only by a writing signed by the party against which enforcement is sought. This Agreement is the result of negotiations between the parties and any ambiguities herein will not be construed against the drafter hereof.

23. Interpretation. This Agreement is to be interpreted according to its fair meaning as if the parties had prepared it together and not strictly for or against any party. All references to "parties" refer to the parties to this Agreement unless expressly indicated otherwise. References to Sections are to Sections of this Agreement unless expressly indicated otherwise. References to "provisions" of this Agreement refer to the terms, conditions and promises contained in this Agreement. Unless the context expressly indicates otherwise, "including" means "including without limitation," "includes" means "includes without limitation" and "or" is inclusive means "and/or." Headings are for the convenience of the parties and shall not be construed to define or interpret any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this License and Service Agreement as of the date first written above.

PSO:

PUBLIC SAFETY ONLINE LLC,  
a California limited liability company

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

Print Name: A.D. Hall

Title: Chief Executive Officer

LICENSEE:

CITY OF HUNTINGTON PARK, California,  
a general law city

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

Print Name: Rene Bobadilla

Title: City Manager

## **EXHIBIT A**

(License and Service Agreement)

The PSO System will have the following features and functionality:

N-Tier Architecture ASP.NET 2.0 web application with additional coding in AJAX

SQL Server database backend

Latisys Data Center; SAS70 Type II compliant

24x7x365 Proactive Network Management

Uses an authentication server for the login and security credentials hierarchy of the User; security token is a 264kb application that does not install on the computer

No client side software is necessary; only a browser such as Internet Explorer with minor adjustments to the settings to eliminate annoyances

Uses SSL encryption for data transmission and messaging

Standardization of address identification and validation

Uses the social network theme; the onus is on the User to participate, input and maintain their own information

Creates a virtual connection with the community

Designed and tested with end-users input for content and functionality

Web pages are laid-out to be compatible with touch-type screens

Uses SQL strings with embedded wildcards from multiple fields for searches

Uses GPS waypoints to identify addresses, buildings, units and objects

Mapping incorporates dynamic real-time GIS analysis of selected markers or queries

An unlimited number of qualified internet accessible Digital Video Recorders (DVRs) can be registered and stored in the PSO System database

Uses a Video Streaming Server (ViSS) to connect and manage up to 64 DVR connections simultaneously; a connection pool allows an unlimited number of Users to view the streaming video of a specific connected DVR in real-time

PSO will provide Licensee with the following training regarding using the PSO System:

Train up to eight of Licensee's personnel (as selected by Licensee) at one training session of eight hours at Licensee's premises (at a date and time mutually determined by PSO and Licensee). Licensee must provide computers (XP SP3, Vista or Windows 7) and Internet access (DSL speed or higher) for the aforementioned training session.

EXHIBIT A

-2-

City of  
**HUNTINGTON PARK**  
 AGENDA ITEM CIRCULATION PACKET



**DUE AT CITY CLERK'S  
 OFFICE ON MONDAY BY  
 1:00 P.M.**

<i>City Council Meeting Date:</i> December 3, 2012	<i>Agenda Item Number:</i> _____	City Clerk Use Only
<b>ITEM BUDGETED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <i>Originator:</i> Martha Castillo, Personnel Supervisor <i>Department Head Signature:</i> <i>Signature:</i> <i>Date:</i> _____		
<i>Agenda Item Description:</i>  Pursuant to California Government Code Section 54956.9 (a), <b>CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION</b> Name of case: Lee Alirez, Case No. WCAB No. ADJ7503811		
<i>Agenda Recommendation:</i> Closed Session		
<i>Brief Summary:</i>  John Eggers, attorney from Law Office of John Eggers, LLP, representing the City in this workers' compensation claim, will be in attendance.  <div style="text-align: right;"><i>Requested Annually:</i>    <input type="checkbox"/> YES    <input type="checkbox"/> NO</div>		
<i>Attached Supporting Documents:</i> N/A		
<i>Additional Income this item generates:</i>  <div style="text-align: center;">N/A</div>	<i>Funding Name:</i> <i>Account Number:</i> <i>Account Name:</i> <i>Amount Balance Available:</i> <i>As of:</i> <i>Adjustment/Additional Appropriation Request Form Attached?</i> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <i>DIRECTOR OF FINANCE</i>  <i>Review &amp; Comments:</i> </div> <div style="width: 35%; text-align: right;"> <i>Approved as to accounting form:</i>  <i>Initials:</i> _____ <i>Date:</i> _____    <input type="checkbox"/> YES    <input type="checkbox"/> NO           </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <i>CITY ATTORNEY (Ordinance - Resolution – Agreement)</i>  <i>Review &amp; Comments:</i> </div> <div style="width: 35%; text-align: right;"> <i>Approved:</i>    <input type="checkbox"/> YES    <input type="checkbox"/> NO           </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <i>CITY MANAGER</i>  <i>Recommendation:</i> </div> <div style="width: 35%; text-align: right;"> <i>Approved:</i>    <input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO           </div> </div>		
<i>CITY COUNCIL ACTION:</i> <input type="checkbox"/> Consent Calendar <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Continued to (Date) _____		
City Clerk Use Only		

City of  
**HUNTINGTON PARK**  
 AGENDA ITEM CIRCULATION PACKET



**DUE AT CITY CLERK'S  
 OFFICE ON MONDAY BY  
 1:00 P.M.**

City Council Meeting Date: December 3, 2012      Agenda Item Number: \_\_\_\_\_      City Clerk Use Only

ITEM BUDGETED:  YES    NO    N/A  
 Originator: Todd Litfin, Interim City Attorney      Department Head Signature: \_\_\_\_\_  
 Signature: \_\_\_\_\_      Date: November 28, 2012

Agenda Item Description:  
 Pursuant to California Government Code Section 54956.9,  
**CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION,**  
 Name of case: Central and West Basin Water Replenishment District v. Charles E. Adams, et al., LASC  
 Case No. C 786 656

Agenda Recommendation:  
 Closed Session.

Brief Summary:  
 Requested Annually:  YES    NO

Attached Supporting Documents:  
 N/A

Additional Income this item generates: \_\_\_\_\_  
 Funding Name: \_\_\_\_\_  
 Account Number: \_\_\_\_\_  
 Account Name: \_\_\_\_\_  
 Amount Balance Available: \_\_\_\_\_  
 As of: \_\_\_\_\_  
 Adjustment/Additional Appropriation Request Form Attached?  
 YES    NO  

DIRECTOR OF FINANCE  
 Review & Comments:  
 NO  
 Approved as to accounting form:  
 Initials: \_\_\_\_\_ Date: \_\_\_\_\_       YES  

CITY ATTORNEY (Ordinance - Resolution - Agreement)  
 Review & Comments:  
 Initials: \_\_\_\_\_ Date: \_\_\_\_\_ Approved:  YES    NO

CITY MANAGER  
 Recommendation:  
 Initials: PLS Date: 11/29/12 Approved:  YES    NO

CITY COUNCIL ACTION:     Consent Calendar     Approved     Denied     Continued to (Date) \_\_\_\_\_  
 City Clerk Use Only

City of  
**HUNTINGTON PARK**  
 AGENDA ITEM CIRCULATION PACKET



**DUE AT CITY CLERK'S  
 OFFICE ON THURSDAY  
 BY 2:00 P.M.**

<i>City Council Meeting Date:</i> December 3, 2012	<i>Agenda Item Number:</i> _____	City Clerk Use Only
<b>ITEM BUDGETED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <i>Originator:</i> Todd Litfin, Interim City Attorney <i>Signature:</i> _____		
<i>Department Head Signature:</i> _____ <i>Date:</i> November 29, 2012		
<i>Agenda Item Description:</i>  <b>CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION,</b> Significant exposure to litigation pursuant to California Government Code Subdivision (b) of Section 54956.9: (3).		
<i>Agenda Recommendation:</i>  <b>Closed Session.</b>		
<i>Brief Summary:</i>  <div style="text-align: right;"><i>Requested Annually:</i>   <input type="checkbox"/> YES   <input type="checkbox"/> NO</div>		
<i>Attached Supporting Documents:</i> N/A		
<i>Additional Income this item generates:</i>	<i>Funding Name:</i> _____ <i>Account Number:</i> _____ <i>Account Name:</i> _____ <i>Amount Balance Available:</i> _____ <i>As of:</i> _____ <i>Adjustment/Additional Appropriation Request Form Attached?</i> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/>	
<i>DIRECTOR OF FINANCE</i> <i>Review &amp; Comments:</i>  NO		
<div style="text-align: right;"><i>Approved as to accounting form:</i> <input type="checkbox"/> YES   <input type="checkbox"/></div> <i>Initials:</i> _____ <i>Date:</i> _____		
<i>CITY ATTORNEY (Ordinance - Resolution – Agreement)</i> <i>Review &amp; Comments:</i>		
<div style="text-align: right;"><i>Approved:</i>   <input type="checkbox"/> YES   <input type="checkbox"/> NO</div> <i>Initials:</i> _____ <i>Date:</i> _____		
<i>CITY MANAGER</i> <i>Recommendation:</i>		
<div style="text-align: right;"><i>Approved:</i>   <input type="checkbox"/> YES   <input type="checkbox"/> NO</div> <i>Initials:</i> _____ <i>Date:</i> _____		
<i>CITY COUNCIL ACTION:</i> <input type="checkbox"/> Consent Calendar <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Continued to (Date) _____		
City Clerk Use Only		

City of  
**HUNTINGTON PARK**  
 AGENDA ITEM CIRCULATION PACKET



**DUE AT CITY CLERK'S  
 OFFICE ON THURSDAY  
 BY 2:00 P.M.**

<i>City Council Meeting Date:</i> December 3, 2012	<i>Agenda Item Number:</i> _____	City Clerk Use Only
<b>ITEM BUDGETED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <i>Originator:</i> Todd Litfin, Interim City Attorney <i>Signature:</i> _____		
<i>Department Head Signature:</i> _____ <i>Date:</i> November 28, 2012		
<i>Agenda Item Description:</i>  <b>CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION,</b> Pursuant to California Government Code Subdivision (c) of Section 54956.9 Number of potential cases: (1)		
<i>Agenda Recommendation:</i>  Closed Session.		
<i>Brief Summary:</i>  <div style="text-align: right;"><i>Requested Annually:</i>   <input type="checkbox"/> YES   <input type="checkbox"/> NO</div>		
<i>Attached Supporting Documents:</i> N/A		
<i>Additional Income this item generates:</i>	<i>Funding Name:</i> _____ <i>Account Number:</i> _____ <i>Account Name:</i> _____ <i>Amount Balance Available:</i> _____ <i>As of:</i> _____ <i>Adjustment/Additional Appropriation Request Form Attached?</i> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/>	
<i>DIRECTOR OF FINANCE</i> <i>Review &amp; Comments:</i> _____		
<i>Initials:</i> _____ <i>Date:</i> _____		<i>Approved as to accounting form:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO
<i>CITY ATTORNEY (Ordinance - Resolution - Agreement)</i> <i>Review &amp; Comments:</i> _____		
<i>Initials:</i> _____ <i>Date:</i> _____		<i>Approved:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO
<i>CITY MANAGER</i> <i>Recommendation:</i> _____		
<i>Initials:</i> <u>RM</u> <i>Date:</i> <u>11/28/12</u>		<i>Approved:</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<i>CITY COUNCIL ACTION:</i> <input type="checkbox"/> Consent Calendar <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Continued to (Date) _____		
City Clerk Use Only		

City of  
**HUNTINGTON PARK**  
 AGENDA ITEM CIRCULATION PACKET



**DUE AT CITY CLERK'S  
 OFFICE ON MONDAY BY  
 1:00 P.M.**

<i>City Council Meeting Date:</i> December 3, 2012	<i>Agenda Item Number:</i> _____ <span style="float:right; font-size: small;">City Clerk Use Only</span>
<b>ITEM BUDGETED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <i>Originator:</i> Ofelia Hernandez, Council Member <i>Department Head Signature:</i> <i>Signature:</i> <u>Ofelia Hernandez /ym.</u> <i>Date:</i> _____	
<i>Agenda Item Description:</i> Council Member Ofelia Hernandez requests to present a certificate of appreciation to Mario Sibaja, a local artist. Mario Sibaja provided a viewing of his artwork to the China delegates who were visiting the City of Huntington Park on Friday, November 9, 2012.	
<i>Agenda Recommendation:</i> Present certificate of appreciation.	
<i>Brief Summary:</i> Council Member Ofelia Hernandez requests to present a certificate of appreciation to Mario Sibaja, a local artist. Mario Sibaja provided a viewing of his artwork to the China delegates who were visiting the City of Huntington Park on Friday, November 9, 2012.	
<i>Requested Annually:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO	
<i>Attached Supporting Documents:</i> _____	
<i>Additional Income this item generates:</i> _____	<i>Funding Name:</i> _____ <i>Account Number:</i> _____ <i>Account Name:</i> _____ <i>Amount Balance Available:</i> _____ <i>As of:</i> _____ <i>Adjustment/Additional Appropriation Request Form Attached?</i> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
<i>DIRECTOR OF FINANCE</i> <i>Review &amp; Comments:</i> _____ <div style="text-align: right; margin-top: 20px;"> <i>Initials:</i> _____   <i>Date:</i> _____   <i>Approved as to accounting form:</i>  <input type="checkbox"/> YES   <input type="checkbox"/> NO         </div>	
<i>CITY ATTORNEY (Ordinance - Resolution - Agreement)</i> <i>Review &amp; Comments:</i> _____ <div style="text-align: right; margin-top: 20px;"> <i>Initials:</i> _____   <i>Date:</i> _____   <i>Approved:</i>   <input type="checkbox"/> YES   <input type="checkbox"/> NO         </div>	
<i>CITY MANAGER:</i> <i>Recommendation:</i> _____ <div style="text-align: right; margin-top: 20px;"> <i>Initials:</i> <u>ym</u>   <i>Date:</i> <u>11/27/12</u>   <i>Approved:</i>   <input checked="" type="checkbox"/> YES   <input type="checkbox"/> NO         </div>	
<i>CITY COUNCIL ACTION:</i> <input type="checkbox"/> Consent Calendar <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Continued to (Date) _____	
City Clerk Use Only	

City of  
**HUNTINGTON PARK**  
 AGENDA ITEM CIRCULATION PACKET



**DUE AT CITY CLERK'S  
 OFFICE ON MONDAY BY  
 1:00 P.M.**

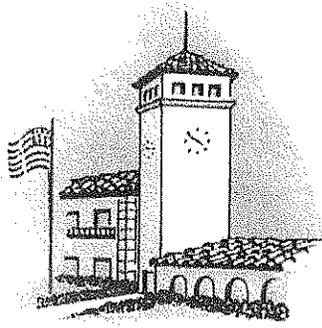
<i>City Council Meeting Date:</i> December 3, 2012	<i>Agenda Item Number:</i> _____ City Clerk Use Only
<b>ITEM BUDGETED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <i>Originator:</i> Andy Molina, Mayor <i>Department Head Signature:</i> <i>Signature:</i> <u>Andy Molina ym.</u> <i>Date:</i> _____	
<i>Agenda Item Description:</i> Mayor Andy Molina requests to adjourn the meeting in memory of Harold Campbell, former Chief Administrative Officer for the City of Huntington Park.	
<i>Agenda Recommendation:</i>	
Brief Summary: Mayor Andy Molina requests to adjourn the meeting in memory of Harold Campbell, former Chief Administrative Officer for the City of Huntington Park. He served as Chief Administrative Officer from March 16, 1965 through October 30, 1981.	
<i>Requested Annually:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO	
<i>Attached Supporting Documents:</i>	
<i>Additional Income this item generates:</i>	<i>Funding Name:</i> <i>Account Number:</i> <i>Account Name:</i> <i>Amount Balance Available:</i> <i>As of:</i> <i>Adjustment/Additional Appropriation Request Form Attached?</i> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
<i>DIRECTOR OF FINANCE</i> <i>Review &amp; Comments:</i> _____ <div style="text-align: right;"><i>Approved as to accounting form:</i> <input type="checkbox"/> YES   <input type="checkbox"/> NO</div> <div style="text-align: center;"><i>Initials:</i> _____ <i>Date:</i> _____</div>	
<i>CITY ATTORNEY (Ordinance - Resolution - Agreement)</i> <i>Review &amp; Comments:</i> _____ <div style="text-align: right;"><i>Approved:</i>   <input type="checkbox"/> YES   <input type="checkbox"/> NO</div> <div style="text-align: center;"><i>Initials:</i> _____ <i>Date:</i> _____</div>	
<i>CITY MANAGER:</i> <i>Recommendation:</i> _____ <div style="text-align: right;"><i>Approved:</i>   <input checked="" type="checkbox"/> YES   <input type="checkbox"/> NO</div> <div style="text-align: center;"><i>Initials:</i> <u>MS</u>   <i>Date:</i> <u>4/27/12</u></div>	
<i>CITY COUNCIL ACTION:</i> <input type="checkbox"/> Consent Calendar <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Continued to (Date) _____	
City Clerk Use Only	

City of  
**HUNTINGTON PARK**  
**AGENDA ITEM CIRCULATION FORM**



**DUE AT CITY CLERK'S  
OFFICE ON THURSDAY  
BY 2:00 P.M.**

<i>City Council Meeting Date:</i> December 3, 2012	<i>Agenda Item Number:</i> _____ <small>Use Only</small>	City Clerk
<b>ITEM BUDGETED:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <i>Originator:</i> Neal Mongan – Administrative Lieutenant <i>Department Head Signature:</i> _____ <i>Signature:</i> _____ <i>Date:</i> _____		
<i>Agenda Item Description:</i> State Homeland Security Grant Program (SHSGP) / Authorization to Accept Reallocated 2010 and 2011 Grant Program Funding		
<i>Agenda Recommendation:</i> Staff recommends Council authorize the Police Department to accept funds made available to the department, and the Police Department be authorized to execute necessary documents as required.		
<i>Brief Summary:</i> Reallocated 2010 and 2011 State Homeland Security Grant Program (SHSGP) funding may become available to the Huntington Park Police Department. Through the County of Los Angeles, SHSGP funds are made available for various purposes including; interoperable communications, information sharing / collaboration, critical infrastructure, catastrophic planning, and exercise / training. Funding through this program would support important projects.		
<i>Requested Annually:</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
<i>Attached Supporting Documents:</i> Staff report by Lt. Mongan regarding "State Homeland Security Grant Program (SHSGP) / Authorization to Accept Reallocated 2010 and 2011 Grant Program Funding"		
<i>Additional Income this item generates:</i>	<i>Funding Name:</i> _____ <i>Account Number:</i> _____ <i>Account Name:</i> _____ <i>Amount Balance Available:</i> _____ <i>As of:</i> _____ <i>Adjustment/Additional Appropriation Request Form Attached?</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<i>DIRECTOR OF FINANCE</i> <i>Review &amp; Comments:</i> to <i>accounting form:</i>	<i>Approved as</i>  <i>Initials:</i> _____ <i>Date:</i> _____ <input type="checkbox"/> YES	
<input type="checkbox"/> NO		
<i>CITY ATTORNEY (Ordinance - Resolution – Agreement)</i> <i>Review &amp; Comments:</i>  <i>Reviewed by:</i> _____ <i>Date:</i> _____ <i>Approved:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO		
<hr/> <i>CITY MANAGER</i> <i>Recommendation:</i>  <i>Reviewed by:</i> _____ <i>Date:</i> 11/27/12 <i>Approved:</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
<i>CITY COUNCIL ACTION:</i> <input type="checkbox"/> Consent Calendar <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Continued to (Date) _____		
<small>City Clerk Use Only</small>		



City of  
**HUNTINGTON PARK** California  
POLICE DEPARTMENT

6542 MILES AVENUE, HUNTINGTON PARK, CALIFORNIA 90255-4386  
TEL. (323) 826-6629 • FAX (323) 826-6680

**JORGE CISNEROS**  
CHIEF OF POLICE

**DATE:** December 3, 2012

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Jorge Cisneros; Chief of Police

**BY:** Neal Mongan; Administrative Lieutenant

**SUBJECT:** State Homeland Security Grant Program (SHSGP) / Authorization to Accept Reallocated 2010 and 2011 Grant Program Funding

**BACKGROUND**

2010 and 2011 State Homeland Security Grant Program (SHSGP) funding may become available to the Huntington Park Police Department. Through the County of Los Angeles, SHSGP funds are made available for various purposes including; interoperable communications, information sharing / collaboration, critical infrastructure, catastrophic planning, and exercise / training.

**DISCUSSION**

SHSGP grant funded projects are awarded through the County of Los Angeles. Periodically, agencies that have received SHSGP funding are unable to complete projects within given timeframes. Unspent funds are then made available to other agencies. Typically, these newly released funds are made available with little advanced notice, requiring short deadlines for completion.

In anticipation of additional funds becoming available, the Police Department seeks to improve our ability to obtain these awards. Delays in the approval process may result in loss of funding for projects. The Police Department seeks to prepare for these opportunities by having "shovel ready" projects on standby in the eventuality we receive notice these funds are available.

“Shovel ready” projects the Police Department may consider may include, communications systems, Automated License Plate Reader (ALPR) systems, as well as others falling within the purposes established by the grantor.

**FISCAL IMPACT**

Associated projects with this program would be funded by the State Homeland Security Grant Program (SHSGP). Initial City funds spent to complete the project would qualify for reimbursement by the grant program.

**RECOMMENDATION**

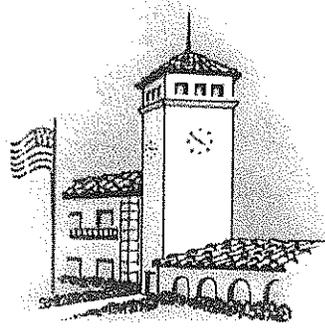
In the event these reallocated funds are made available to the Police Department, Staff recommends Council authorize the Police Department to accept funds, and the Police Department be authorized to execute necessary documents as required.

City of  
**HUNTINGTON PARK**  
**AGENDA ITEM CIRCULATION FORM**



**DUE AT CITY CLERK'S  
OFFICE ON THURSDAY  
BY 2:00 P.M.**

<i>City Council Meeting Date:</i> December 3, 2012	<i>Agenda Item Number:</i> _____ <small>Use Only</small>	City Clerk
<b>ITEM BUDGETED:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A <i>Originator:</i> Neal Mongan - Lieutenant <i>Signature:</i>		
<i>Department/Head Signature:</i> <i>Date:</i> _____		
<i>Agenda Item Description:</i> Subrecipient Agreement Between the County of Los Angeles and City of Huntington Park – 2009 State Homeland Security Grant Program		
<i>Agenda Recommendation:</i> Council approve the Subrecipient Agreement Between the County of Los Angeles and City of Huntington Park – 2009 State Homeland Security Grant Program.		
<i>Brief Summary:</i> Council previously authorized the Police Department to accept reallocated State Homeland Security Grant Program funds and execute necessary documents as required during the Council meeting on April 2, 2012. Council approved the expenditure of funds for this purchase during the Council meeting on September 4, 2012. Prior to the applying for the reimbursement of funds from the State, the City must approve the subrecipient agreement.		
<i>Requested Annually:</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
<i>Attached Supporting Documents:</i> Staff report by Lt. Mongan regarding "Subrecipient Agreement Between the County of Los Angeles and City of Huntington Park – 2009 State Homeland Security Grant Program", and the "Subrecipient Agreement Between the County of Los Angeles and City of Huntington Park – 2009 State Homeland Security Grant Program"		
	<i>Funding Name:</i> <i>Account Numbers:</i> <i>Account Name:</i> <i>Amount Balance Available:</i> <i>As of:</i> <i>Adjustment/Additional Appropriation Request Form Attached?</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
<i>DIRECTOR OF FINANCE</i> <i>Review &amp; Comments:</i> to accounting form:	<i>Approved as</i>  <i>Initials:</i> _____ <i>Date:</i> _____ <input type="checkbox"/> YES <input type="checkbox"/> NO	
<i>CITY ATTORNEY (Ordinance - Resolution – Agreement)</i> <i>Review &amp; Comments:</i>  <i>Reviewed by:</i> _____ <i>Date:</i> _____ <i>Approved:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO		
<i>CITY MANAGER</i> <i>Recommendation:</i>  <i>Reviewed by:</i> <i>Date:</i> 11/27/12 <i>Approved:</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
<i>CITY COUNCIL ACTION:</i> <input type="checkbox"/> Consent Calendar <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Continued to (Date) _____		
<small>City Clerk Use Only</small>		



City of  
**HUNTINGTON PARK** California  
POLICE DEPARTMENT

6542 MILES AVENUE, HUNTINGTON PARK, CALIFORNIA 90255-4386  
TEL. (323) 826-6629 • FAX (323) 826-6680

**JORGE CISNEROS**  
CHIEF OF POLICE

**DATE:** December 3, 2012

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Jorge Cisneros; Chief of Police 

**BY:** Neal Mongan; Administrative Lieutenant

**SUBJECT:** Subrecipient Agreement Between the County of Los Angeles and City of Huntington Park – 2009 State Homeland Security Grant Program

**BACKGROUND**

During the regular meeting of the City Council on September 4, 2012, Council authorized the Police Department to expend \$70,000.00 to purchase portable radios through Day Wireless Communications. This purchase was supported by reallocated 2009 State Homeland Security Grant Program (SHSGP) funding made available to the Huntington Park Police Department. Reallocated funds are made available to qualifying agencies and require funds be spent within short timelines.

Through the County of Los Angeles, SHSGP funds are made available for various purposes including; interoperable communications, information sharing / collaboration, critical infrastructure, catastrophic planning, and exercise / training. In order to utilize these funds, the Huntington Park Police Department must have received and paid for the requested equipment by September 30, 2012.

**DISCUSSION**

The Police Department has purchased these radios, having received the equipment and paid the vendor prior to the September 30, 2012 deadline required of the grantor. As reallocated funding is generally made available with little advanced notice and require tight deadlines to meet expenditure requirements, the 2009 Subrecipient Agreement between the County of Los Angeles and the City of Huntington Park was received after the project had been completed.

Council approval of this agreement is required for the Police Department to receive reimbursement funding from the State for general fund monies already spent to complete this project.

## **FISCAL IMPACT**

This project has been approved for funding by the State Homeland Security Grant Program (SHSGP). General fund money from the Police Department budget would be used to make the initial purchase. These funds will be reimbursed to the Police Department through the Grantor.

The following funds from the following Police Department General Fund accounts were spent to support this project:

- Acct# 111-7022-421.13-09 (Jail Overtime) \$10,000
- Acct# 111-7010-421.13-00 (Police Administration Overtime) \$15,000
- Acct# 111-7010-421.61-22 (FTU Supplies) \$25,000
- Acct# 111-7022-421.61-27 (Jail Supplies) \$20,000

Council previously approved that reimbursement funding received from the Homeland Security Grant Program shall be returned to these accounts.

## **RECOMMENDATION**

Staff recommends Council approve the Subrecipient Agreement Between the County of Los Angeles and City of Huntington Park – 2009 State Homeland Security Grant Program.

## **ATTACHMENTS**

Attachment A: Subrecipient Agreement Between the County of Los Angeles and City of Huntington Park – 2009 State Homeland Security Grant Program

**Subrecipient Agreement**

**Between the County of Los Angeles and**

**The City of Huntington Park**

**Grant Year 2009**

**State Homeland Security Grant**

**Program**

**SUBRECIPIENT AGREEMENT  
BETWEEN THE COUNTY OF LOS ANGELES  
AND  
THE CITY OF HUNTINGTON PARK**

THIS AGREEMENT is made and entered into by and between the County of Los Angeles, a political subdivision of the State of California (the "County of Los Angeles" ), and the City of Huntington Park, a public agency (the "Subrecipient")

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 28 C.F.R. through the Office of Grants and Training (G&T), has provided financial assistance from the Homeland Security Grant Program, Catalog of Federal Domestic Assistance (CFDA) 97.067 directly to the California Emergency Management Agency (CalEMA) for the 2009 Homeland Security Grant Program (HSGP); and

WHEREAS, the CalEMA, provides said funds to the Los Angeles County Chief Executive Officer (CEO) as its Subgrantee, and CEO is responsible for managing the Grant and overseeing the funds which are distributed, by CEO, to other specified jurisdictions within Los Angeles County; and

WHEREAS, this financial assistance is being provided to the Subrecipient in order to address the unique equipment, training, exercise and planning management needs of the Subrecipient, and to assist Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the CEO as Subgrantee has obtained approval of an HSGP 2009 Grant from CalEMA for the Subrecipient in the amount of \$70,000; and

WHEREAS, the CEO now wishes to distribute HSGP Grant Funds to the Subrecipient, as further detailed in this Agreement; and

WHEREAS, the CEO is authorized to enter into subrecipient agreements with cities providing for re-allocation and use of these funds; and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary; and

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County Board of Supervisors on June 29, 2010 authorized the CEO to prepare and execute this Agreement.

NOW, THEREFORE, the County of Los Angeles and Subrecipient agree as follows:

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. City of Huntington Park, a public agency, having its principal office at 6542 Miles Avenue, Huntington Park, CA 90255.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the County of Los Angeles shall be, unless otherwise stated in this Agreement:

Carol Kindler, Manager  
Chief Executive Office, Los Angeles County (LAC)  
500 W. Temple Street, Room 754  
Los Angeles, CA 90012  
Phone: (213) 974-1154  
Fax: (213) 687-3765  
Ckindler@ceo.lacounty.gov

With a copy to:  
Heather Singh, Grants Manager  
Chief Executive Office, LAC  
500 W. Temple Street, Room 754  
Los Angeles, CA 90012  
Phone: (213) 974-2319  
Fax: (213) 687-3765  
hsingh@ceo.lacounty.gov

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/

/

2. The representative of Subrecipient shall be:

Name and Title: NEAL MORGAN  
LEUTENANT

Organization: HUNTINGTON PARK POLICE DEPARTMENT

Address: 6542 MILES AV.

City/State/Zip: HUNTINGTON PARK, CA, 90255

Phone: (323) 826-6691

Fax: (323) 826-6680

Email: NMORGAN@HUNTINGTONPARKPD.ORG

With a copy to:

Name and Title: JUDY MORALES  
DIRECTOR OF FINANCE

Organization: HUNTINGTON PARK FINANCE DEPARTMENT

Address: 6550 MILES AV.

City/State/Zip: HUNTINGTON PARK, CA, 90255

Phone: (323) 584-6201

Fax: (323) 588-2657

Email: JMORALES@HUNTINGTONPARK.ORG

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. No employee of Subrecipient is, or shall be an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient shall provide the following signed documents to the County of Los Angeles, unless otherwise exempted:

- A. Certifications and Disclosures Regarding Lobbying, attached hereto as Exhibit A and made a part hereof, in accordance with §411.A.14 of this Agreement. Subrecipient shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- B. Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, attached hereto as Exhibit B and made a part hereof, as required by Executive Order 12549 in accordance with §411.A.12 of this Agreement.
- C. Certification Regarding Drug-Free Workplace, attached hereto as Exhibit C and made a part hereof, in accordance with §411.A.13 of this Agreement.
- D. Certification of Assurances – Non-Construction Programs, attached hereto as Exhibit D and made a part hereof, in accordance with §411.C of this Agreement.

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement shall be from October 1, 2009 to April 30, 2012, unless the County of Los Angeles, with Cal EMA approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period shall be so extended by such written notification, as provided in §502, below.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the HSGP FY 2009 Grant, which has been approved by the California Emergency Management Agency. This information is contained in a copy of the final grant award letter and a worksheet, attached hereto as Exhibit E.

Any request by Subrecipient to modify the Budget must be made in writing with the appropriate justification and submitted to CEO for approval. If during the County's review process, additional information or documentation is required, the Subrecipient will have ten (10) business days to comply with the request. If the Subrecipient does not respond, CEO will issue a letter indicating that the requested modification will be denied. Modifications must be approved in writing by the County of Los Angeles and CalEMA during the term of this Agreement. Upon approval, all other terms of this Agreement will remain in effect.

Subrecipient shall utilize grant funds in accordance with all Federal regulations and State Guidelines.

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient shall review the Federal Debarment Listing at <http://www.epls.gov/epls/search.do> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract, justification must be presented to CEO, who upon review will request approval from CalEMA. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient shall interface with CEO's Grant Management System as it may exist at the time of contract execution or during the term of the Agreement.
- F. Subrecipient shall provide monthly status reports to CEO indicating their progress on meeting program goals and the submission of claims for reimbursement along with any reports requested by the County of Los Angeles regarding performance of this Agreement. Reports shall be in the form requested by the County of Los Angeles, and shall be provided by the 15<sup>th</sup> of the following month.
- G. Subrecipient shall provide a copy of their Annual Single Audit Report, as required by Office of Management and Budget circular A-133, to CEO no later than March 31<sup>st</sup> of the year following the reporting period.
- H. Subrecipient shall provide a Corrective Action Plan to CEO within 30 days of any audit finding.

- I. Subrecipient will be monitored by the County of Los Angeles on an annual basis to ensure compliance with CalEMA grant program requirements. Said monitoring will include, at a minimum, one on-site visit during the term of this Agreement.
- J. Any equipment acquired pursuant to this Agreement shall be authorized in the G&T Authorized Equipment List (AEL) available online at <http://www.rkb.mipt.org> and the Allowable Cost Matrix to the 2009 Homeland Security Grant Program, Guidance and Application Kit, incorporated by reference, and attached hereto as Exhibit F. Subrecipient shall provide the County of Los Angeles a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements. Federal procurement requirements for the HSGP 2009 Grant can be found at OMB Circular A-102, Title 28 C.F.R. Part 66.36, and Office of G&T Financial Guide.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
  2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
  3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- K. Equipment acquired pursuant to this Agreement shall be subject to the requirements of Title 28, C.F.R. 66.32, 66.33 and Office of G&T Financial Guide. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000 or more per unit. Items costing less than \$5,000, but acquired under the "Equipment" category of the Grant shall also be listed on any required Equipment Ledger.
1. Equipment shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
  2. Subrecipient shall make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.

3. An Equipment Ledger shall be maintained listing each item of Equipment acquired with HSGP funds. The Equipment Ledger must be kept up to date at all times. Any changes shall be recorded in the Ledger within ten (10) business days and the updated Ledger is to be forwarded to the County of Los Angeles' Auditor-Controller Shared Services Division. The Equipment Ledger shall include: (a) description of the item of Equipment, (b) manufacturer's model and serial number, (c) Federal Stock number, national stock number, or other identification number, (d) the fund source/grant year of acquisition of the Equipment, including the award number, (e) date of acquisition, (f) the per unit acquisition cost of the Equipment, (g) location and condition of Equipment and (h) disposition data, including date and sale price, if applicable. Records must be retained pursuant to Title 28 C.F.R. Part 66.42.
  4. All Equipment obtained under this Agreement shall have an appropriate identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
  5. A physical inventory of the Equipment shall be taken by the Subrecipient and the results reconciled with the Equipment Ledger at least once every two years or prior to any site visit by State or Federal auditors/monitors. The Subrecipient is required to submit a letter certifying as to the accuracy of the Equipment Ledger to the County of Los Angeles, in the frequency as above.
- L. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2009 Homeland Security Grant Program, Guidance and Application Kit or subsequent grant year programs.
- M. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2009 Homeland Security Grant Program, Guidance and Application Kit, and must be first submitted to CEO and then pre-authorized by CalEMA. A catalog of Federally approved and sponsored training courses is available at <http://www.ojp.usdoj.gov/odp/training.htm>.
- N. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2009 Homeland Security Grant Program, Guidance and Application Kit. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>.
- O. Subrecipient shall provide to County a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient shall submit the spending plan to County prior to final execution of the Agreement.
- P. Any organization activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2009 Homeland Security Grant Program, Program Guidance and Application Kit.

## SECTION III

### PAYMENT

#### §301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles shall reimburse Subrecipient the grant amount of \$70,000 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County. All expenditures shall be for the purchase of equipment, exercises, training, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the FY 2009 HSGP Grant Award Letter from CalEMA.
- B. Subrecipient shall submit invoices to the County of Los Angeles Auditor-Controller Shared Services Division requesting payment as soon as expenses are incurred and paid, and the required supporting documentation is available. Said timeframe should be within ten (10) business days of Subrecipient's payment to vendors and/or prescribed due dates by CEO and/or CalEMA. Each reimbursement request shall be accompanied by the Reimbursement Request Checklist and Form (attached hereto as Exhibit G). All appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment and packing slips.

For training reimbursements, Subrecipient must include a copy of the class roster verifying training attendees, proof that prior approval was obtained from CalEMA and a CalEMA tracking number has been assigned to the course, and timesheets and payroll registers for all training attendees.

For exercise reimbursements, Subrecipient must enter the After Action Report and Improvement Plan on the State Office of Domestic Preparedness secure portal within 60 days following completion of the exercise.

For planning reimbursements, Subrecipient must include a description of the final tangible product as a result of the planning project.

- C. The County of Los Angeles may, at its discretion, and with Cal EMA approval, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon completion of an approved project, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §502, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.
- D. Payment of final invoice shall be withheld by the County of Los Angeles until the County has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.

- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. 1. County's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to Federal, State or County's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current fiscal year.
- 2. County shall make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

## SECTION IV

### STANDARD PROVISIONS

#### §401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party.

#### §402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the County of Los Angeles. This Agreement shall be enforced and interpreted under the laws of the State of California and the County of Los Angeles.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remainder of the Agreement shall not be affected thereby.

Applicable Federal or State requirements that are more restrictive shall be followed.

#### §403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Breach

If any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§405. Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the County of Los Angeles:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§406. Permits

Subrecipient and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for Subrecipient's performance hereunder and shall pay any fees required therefor. Subrecipient further certifies that it will immediately notify the County of Los Angeles of any suspension, termination, lapses, non renewals or restrictions of licenses, certificates, or other documents.

§407. Nondiscrimination and Affirmative Action

Subrecipient shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the County of Los Angeles. In performing this Agreement, Subrecipient shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. Subrecipient shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

If required, Subrecipient shall submit an Equal Employment Opportunity Plan ("EEOP") to the DOJ Office of Civil Rights ("OCR") in accordance with guidelines listed at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

Any subcontract entered into by the Subrecipient relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this §407 of this Agreement.

§408. Indemnification

Each of the parties to this Agreement is a public entity. This indemnity provision is written in contemplation of the provisions of Section 895.2 of the Government Code of the State of California, which impose certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement, and the parties agree that this indemnity provision shall apply and shall be enforceable regardless of whether Section 895 et seq. is deemed to apply to this Agreement. The parties hereto, as between themselves, consistent with the authorization contained in Government Code Sections 895.4 and 895.6 agree to each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party agrees to indemnify and hold harmless the other party for any liability arising out of its own negligent acts or omissions in the performance of this Agreement (i.e., the Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for liability arising out of the Subrecipient's negligent or wrongful acts or omissions and the County of Los Angeles agrees to indemnify and hold harmless the Subrecipient for liability arising out of the County of Los Angeles' negligent or wrongful acts or omissions). Each party further agrees to indemnify and hold harmless the other party for liability that is imposed on the other party solely by virtue of Government Code Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if fully set forth herein. Subrecipient certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

§409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
  2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
  3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
  2. The term "financial or other interest" includes but is not limited to:
    - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
    - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The Subrecipient further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The Subrecipient shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the County of Los Angeles' approval of any subcontract, the Subrecipient shall disclose to the County of Los Angeles any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the County of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and shall substitute the term

"subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250 et seq.).

§411. Statutes and Regulations Applicable To All Grant Contracts

A. Subrecipient shall comply with all applicable requirements of State, Federal, and County of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient shall comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

Subrecipient shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

2. Single Audit Act

Since Federal funds are used in the performance of this Agreement, Subrecipient shall, as applicable, adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; OMB Circular A-133 and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against

persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

Subrecipient shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Subrecipient. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as either the County of Los Angeles, the U.S. Comptroller General or the Auditor General of the State of California may deem necessary, Subrecipient shall make available for examination all of its records with respect to all matters covered by this Agreement. The County of Los Angeles, the U.S. Comptroller General and the Auditor General of the State of California shall have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Subrecipient agrees to provide any reports requested by the County regarding performance of this Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the County of Los Angeles with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The County of Los Angeles may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this

Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the County of Los Angeles.

7. Subcontracts and Procurement

Subrecipient shall, as applicable, comply with the Federal, State and County of Los Angeles standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

Subrecipient shall, as applicable, ensure that the terms of this Agreement with the County of Los Angeles are incorporated into all Subcontractor Agreements. The Subrecipient shall submit all Subcontractor Agreements to the County of Los Angeles for review prior to the release of any funds to the subcontractor. The Subrecipient shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

8. Labor

Subrecipient shall, as applicable, comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

Subrecipient shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874); the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements; and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

Subrecipient shall, as applicable, comply with the Federal Fair Labor Standards Act (29 U.S.C. §201) regarding wages and hours of employment.

None of the funds shall be used to promote or deter Union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

9. Civil Rights

Subrecipient shall, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of

1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

Subrecipient shall, as applicable, comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Subrecipient shall comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

Subrecipient shall, as applicable, comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Subrecipient shall, as applicable, comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Subrecipient shall, as applicable, comply with the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Subrecipient shall, as applicable, ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Subrecipient ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

Subrecipient shall, as applicable, comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Subrecipient shall comply, as applicable, with the provision of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et. seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

11. Preservation

Subrecipient shall, as applicable, comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension and Debarment

Subrecipient shall, as applicable, comply with Title 28 C.F.R. Volume 67, Number 228, regarding Suspension and Debarment, and Subrecipient shall submit a Certification Regarding Debarment, attached here to as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the County of Los Angeles concurrent with the execution of this Agreement and shall certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

13. Drug-Free Workplace

Subrecipient shall, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 28 Code of Federal Regulations (CFR) Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient shall complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

14. Lobbying Activities

Subrecipient shall, as applicable, comply with 31 U.S.C.1352 and complete the Disclosure of Lobbying Activities, (OMB 0038-0046), attached hereto as Exhibit A, and incorporated herein by reference.

15. Miscellaneous

Subrecipient shall, as applicable, comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et seq.).

B. Statutes and Regulations Applicable To This Particular Grant

Subrecipient shall comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. Subrecipient shall, as applicable, comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 28 CFR Part 66; EO 12372; (Financial Management Guide US Department of Homeland Security Directorates Preparedness January 2006, *Financial Guide*; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, §8607.1(e) and CCR Title 19, §§2445-2448.

Provisions of Title 2, 6, 28,44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in

State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

Nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1, and all other applicable Federal laws, orders, circulars, or regulations.

2. Travel Expenses

Subrecipient, as provided herein, shall be compensated for Subrecipient's reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Subrecipient's total travel for in-State and/or out-of-State and per diem costs shall be included in the contract budget(s). All travel including out-of-State travel not included in the budget(s) shall not be reimbursed without prior written authorization from the County of Los Angeles.

Subrecipient's administrative-related travel and per diem reimbursement costs shall be reimbursed based on the Subrecipient's policies and procedures. For programmatic-related travel costs, Subrecipient's reimbursement rates shall not exceed the amounts established by the County of Los Angeles.

3. Noncompliance

Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by the Subrecipient to the County of Los Angeles of any unauthorized expenditures.

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in the 2009 Program Guidance and Application Kit and in the "Grant Assurances", attached hereto as Exhibit D. By signing these Grant Assurances and accepting the Program Guidances, the County

of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. Subrecipient shall be liable to the Grantor for any funds the State determines that Subrecipient used in violation of these Grant Assurances. Subrecipient shall indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

#### §412. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of the Subrecipient as an independent party and not of the County of Los Angeles and shall be paid prior to requesting reimbursement. However, these taxes are an allowable expense under the grant program.

#### §413. Inventions, Patents and Copyrights

##### A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Subrecipient shall report the fact and disclose the Invention promptly and fully to the County of Los Angeles. The County of Los Angeles shall report the fact and disclose the Invention to the State. Unless there is a prior agreement between the County of Los Angeles and the State, the State shall determine whether to seek protection on the Invention. The State shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, Title 37 CFR Part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, Title 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, Title 3 CFR, 1987 Comp., p. 262). Subrecipient hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

##### B. Rights to Use Inventions

County of Los Angeles shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

##### C. Copyright Policy

1. Unless otherwise provided by the terms of the State or of this Agreement, when copyrightable material (Material) is developed under this Agreement, the County of Los Angeles, at the County's discretion, may copyright the Material.

If the County of Los Angeles declines to copyright the Material, the County of Los Angeles shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

2. The State shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient shall comply with Title 24 CFR 85.34.

#### D. Rights to Data

The State and the County of Los Angeles shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, *distribute* copies to the public, and perform and display publicly, or permit others to do so; as required by Title 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the State acquires the data under a copyright license as set forth in Title 48 CFR 27.404(f)(2) instead of unlimited rights. (Title 48 CFR 27.404(a)).

#### E. Obligations Binding on Subcontractors

Subrecipient shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

#### §414. Child Support Assignment Orders

Under the terms of this Agreement, Subrecipient shall comply with California Family Code Section 5230 et seq. as applicable.

#### §415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the County of Los Angeles to provide Minority Business Enterprises, Women Business Enterprises and all other business enterprises an equal opportunity to participate in the performance of all Subrecipient's contracts, including procurement, construction and personal services. This policy applies to all the Subrecipient's contractors and sub-contractors.

## SECTION V

### DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

#### §501. Defaults

Should either party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

#### §502. Amendments

Except as otherwise provided in this paragraph, any change in the terms of this Agreement, including changes in the services to be performed by Subrecipient, that are agreed to by the Subrecipient and the County of Los Angeles must be incorporated into this Agreement by a written amendment properly signed by persons who are authorized to bind the parties. Notwithstanding the foregoing, any increase or decrease of the grant amount specified in §301.A., above, or any extension of the performance period specified in §201, above, shall not require a written amendment, but may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

## SECTION VI

### ENTIRE AGREEMENT

#### §601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

#### §602. Number of Pages and Attachments

This Agreement may be executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes (23) pages and (7) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the Subrecipient and County of Los Angeles have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
WILLIAM T FUJIOKA  
Chief Executive Officer

\_\_\_\_\_  
Date

By \_\_\_\_\_  
SACHI A. HAMAI  
Executive Officer, Board of Supervisors

By \_\_\_\_\_  
WENDY L. WATANABE  
Auditor-Controller

APPROVED AS TO FORM

JOHN F. KRATTLI  
County Counsel

BY \_\_\_\_\_  
Principal Deputy County Counsel

BY \_\_\_\_\_  
City Representative/Title (Signature) (Print Name) Date

APPROVED AS TO FORM

BY \_\_\_\_\_  
City Attorney (Signature) (Print Name) Date

ATTEST

BY \_\_\_\_\_  
City Clerk (Signature) (Print Name) Date

## EXHIBITS

- Exhibit A Certification and Disclosures Regarding Lobbying
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions and
- Exhibit C Certification Regarding Drug-Free Workplace
- Exhibit D Grant Assurances
- Exhibit E Final Grant Award Letter and Worksheets
- Exhibit F Allowable Cost Matrix
- Exhibit G Reimbursement Request Checklist and Form

# EXHIBIT A

CalEMA 2-232  
Approved by OMB 0348-0046

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> Year _____ Quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> CITY OF HUNTINGTON PARK 6530 MILES AV. HUNTINGTON PARK, CA 90255  <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee  Tier, if known: _____  Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> LOS ANGELES COUNTY 500 W. TEMPLE ST, ROOM 754 LOS ANGELES, CA 90012  Congressional District, if known: _____
<b>6. Federal Department/Agency:</b> DEPARTMENT OF HOMELAND SECURITY		<b>7. Federal Program Name/Description:</b> HOMELAND SECURITY GRANT PROGRAM  CFDA Number, if applicable: _____
<b>8. Federal Action Number, if known:</b> _____		<b>9. Award Amount, if known:</b> \$ 70,000.00
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)  N/A		<b>b. Individuals Performing Services</b> (last name, first name, MI - include address if different from 10a)  N/A
<b>11. Amount of Payment (check all that apply) :</b> _____ <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Planned		<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: _____  nature _____ value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11:</b> (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input checked="" type="radio"/> Yes <input type="radio"/> No		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352.</b> This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____ (area code)
<b>Federal Use Only:</b>		<b>Authorized for Local Reproduction Standard Form - LLL</b>

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONCONTINUATION SHEET**

**Continuation of 10 a-b:** additional sheets may be added if necessary

Reporting Entity:

_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip
_____ Last Name	_____ First Name	_____ MI
_____ Address	_____ City	_____ Zip

**Continuation of 14:** (additional sheets may be added if necessary)

Brief Description of Services and Payments indicated in item 11:

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Standard Form – LLL-A

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to *Title 31 U.S.C. Section 1352*. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; sub-grant announcement number; the contract, subgrant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE  
COMPLETING)**

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
AGREEMENT NUMBER

\_\_\_\_\_  
CONTRACTOR/BORROWER/AGENCY

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation on this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE ACT REQUIREMENTS**

The Contractor certifies that it will provide a drug-free workplace, in accordance with State law and State Employment Development Department (EDD) Directive No. D907 by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Contractor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of this program be given a copy of the statement required by paragraph 1.above.
4. Notifying the employee in the statement required by paragraph 1. that, as a condition of employment under this program, the employee will:
  - a. Abide by the terms of the statement, and
  - b. Notify the Contractor of any criminal drug statute convictions for a violation occurring in the workplace no later than five days after such conviction.
5. Notifying the County within ten days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions, within 30 days of receiving notice under subparagraph 4.b. with respect to any employee who is so convicted by taking appropriate personnel action against such an employee, up to and including termination.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provision of this certification.

\_\_\_\_\_  
CONTRACTOR/AGENCY

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

## California Emergency Management Agency

### *FY09 Grant Assurances*

(All HSGP Applicants)

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).
2. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
3. Will comply with any cost sharing commitments included in the FY09 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.
4. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
5. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.
6. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.
7. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.

8. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
9. Will comply with all provisions of DHS/FEMA's codified regulation 44, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
10. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
11. Agrees that, to the extent contractors or subcontractors are utilized, grantees and subgrantees shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
12. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
13. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
14. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.
15. Will comply with all Federal Statutes relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
  - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
  - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
  - g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
  - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
  - i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.

- j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.
  - k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
  - l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
  - m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
16. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
  17. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more.
  18. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.
  19. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, communications towers, physical security enhancements, new construction and modifications to buildings that are fifty (50) years old or more. Any construction related activities initiated prior to full EHP review will result in a noncompliance finding. If ground-disturbing activities occur during the project implementation, the recipient must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the recipient will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.
  20. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.

21. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
  - a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (EO12898) and Environmental Quality (EO11514).
  - b. Notification of violating facilities pursuant to EO 11738.
  - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
  - d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
  - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
  - f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
  - g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
  - h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
22. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
23. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
24. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.
25. The recipient agrees to consult with DHS/FEMA/Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
26. Has requested through the State of California, Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
  - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the Federal or State government.

- b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
  - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
27. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
28. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
29. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
30. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
31. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
32. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally assisted construction sub-agreements.
33. Agrees that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  - b. If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

34. Agrees that equipment acquired or obtained with grant funds:
  - a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
  - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
35. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
36. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.
37. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
38. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
39. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).
40. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
41. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and the current DHS Financial Management Guide.
42. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2009 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2009 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2009 Homeland Security Grant

Program application. Further, use of FY09 funds is limited to those investments included in the California FY09 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.

43. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension".
44. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions,
  - a. The applicant certifies that it and its principals:
    - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
    - ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
    - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
  - b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
45. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The grantee's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - i. Abide by the terms of the statement; and

- ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:
  - Department of Justice, Office of Justice Programs
  - ATTN: Control Desk
  - 633 Indiana Avenue, N.W.
  - Washington, D.C. 20531
- Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
  - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

46. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

47. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

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

ARNOLD SCHWARZENEGGER  
GOVERNOR

MATTHEW R. BETTENHAUSEN  
SECRETARY



3650 SCHRIEVER AVENUE  
MATHER, CA 95655

PHONE (916) 845-8510  
FAX (916) 324-5902

**CALIFORNIA EMERGENCY MANAGEMENT AGENCY  
GRANTS MANAGEMENT DIVISION**

July 16, 2010

Ms. Carol Kindler  
County of Los Angeles  
500 W. Temple Drive, Room 754  
Los Angeles, CA 90012

Subject: **NOTIFICATION OF CONDITIONAL HOLD REMOVAL**  
FY2009 Homeland Security Grant Program (HSGP)  
Grant #2009-0019, Cal EMA ID# 037-00000

Dear Ms. Kindler:

The California Emergency Management Agency (Cal EMA) has removed the "Conditional Hold" placed on your FY2009 Homeland Security Grant Program (HSGP) award and created performance milestones for the following projects:

<u>Performance Milestones:</u>	<u>Amount</u>	<u>Completion Date</u>
B LARICS PLANNING	\$2,500,000	08/31/11
C INTEROP COMM EQUIPMENT	\$1,000,000	08/31/11
D INFO SHARING EQUIPMENT	\$1,000,000	08/31/11
D TLO TRAINING	\$ 200,000	08/31/11
E CI EQUIPMENT	\$ 500,000	08/31/11
E CI TRAINING	\$ 300,000	08/31/11
F CBRNE EQUIPMENT	\$1,250,000	08/31/11
F CBRNE TRAINING	\$ 300,000	08/31/11
F CBRNE PLANNING	\$ 200,000	08/31/11
G MMRS EQUIPMENT	\$ 300,000	08/31/11
H RTTAC EQUIPMENT	\$ 250,000	08/31/11

Additionally, Aviation/Watercraft requests, Establish/Enhance Emergency Operations Center (EOC) projects, projects requiring EHP review at FEMA/DHS and sole source procurement requests will require additional approvals from Cal EMA. For that reason Project(s) A, C, D, E, F, G, and H are not approved at this time, pending receipt of required supplemental documentation and/or approval from FEMA/DHS. Subgrantees must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this grant. Subgrantees are required to obtain a performance bond for any equipment item over \$250,000, or any vehicle, aviation, or watercraft (regardless of the cost) financed with homeland security dollars.

For further assistance, please contact your Cal EMA Interim Program Representative, Leo LaMattina, in the Grants Management Division at [leo.lamattina@calema.ca.gov](mailto:leo.lamattina@calema.ca.gov) or 916-324-6347.

Thank you for your work in protecting California. We look forward to your continued collaboration towards our homeland security strategy and appreciate your cooperation and support.

Sincerely,

Ursula Harelson, Chief  
Homeland Security Grants Section

## 2009 SHSGP PROJECT FUNDING DISTRIBUTION

Cities/Other/ Departments	Grand Total
Alhambra	254,110
Arcadia	53,202
Avalon	24,803
Beverly Hills	34,110
Burbank	82,289
Claremont	65,050
Compton	24,803
Covina	22,550
Culver City	24,803
Downey	81,601
El Monte	295,000
El Segundo	34,110
Glendale	3,241,324
Glendora	22,550
Hawthorne	350,000
Hermosa Beach	24,803
La Habra Heights	24,803
La Verne	47,353
Long Beach	523,624
Los Angeles City	227,154
Manhattan Beach	24,803
Monrovia	75,752
Montebello	24,803
Monterey Park	52,006
Pasadena	482,185
Pomona	250,000
Redondo Beach	70,418
San Gabriel	53,202
San Marino	48,788
Santa Fe Springs	579,497
Santa Monica	81,664
Sierra Madre	24,803
South Pasadena	47,353
Torrance	24,803
Vernon	64,039
West Covina	24,803
211	156,000
Am Red Cross (ARC)	58,885
	0
<b>Subtotal Cities/Other</b>	<b>7,601,846</b>
Coroner	116,519
District Attorney	98,466
Fire	952,235
Health Services	1,711,584
ISD	230,000
Mental Health	200,000
OEM	1,333,885
Sheriff	9,530,882
M&A	673,467
<b>Subtotal County Departments</b>	<b>14,847,038</b>
<b>Grand Total</b>	<b>22,448,884</b>

**PART VIII.**  
**OTHER INFORMATION – HSGP ALLOWABLE COSTS**

**FY 2009 Allowable Cost Matrix**

<b>Allowable Program Activities</b> <b>Current as of FY 2009 Programs*</b>  See the respective program guidance for additional details and/or requirements  *As of Publication	FEMA				
	HSGP				
	SHSP	UASI	MIRRS	CCP	LETPA
<b>Allowable Planning Costs</b>					
Developing scenario plans that incorporate the range of prevention, protection, response, and recovery activities for a scenario	Y	Y	Y	Y	Y
Developing and implementing homeland security support programs and adopting ongoing DHS national initiatives	Y	Y	Y	Y	Y
Developing related terrorism prevention activities	Y	Y	Y	Y	Y
Developing and enhancing plans and protocols	Y	Y	Y	Y	Y
Developing or conducting assessments	Y	Y	Y	Y	Y
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	Y	Y	Y	Y	Y
Conferences to facilitate planning activities	Y	Y	Y	Y	Y
Materials required to conduct planning activities	Y	Y	Y	Y	Y
Travel/per diem related to planning activities	Y	Y	Y	Y	Y
Overtime and backfill costs (IAW operational Cost Guidance)	Y	Y	Y	Y	Y
Other project areas with prior approval from FEMA	Y	Y	Y	Y	Y
<b>Allowable Organizational Activities</b>					
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS-declared alert (up to 50 percent of the allocation)	Y	Y			Y

<b>Allowable Program Activities</b> <b>Current as of FY 2009 Programs*</b>  See the respective program guidance for additional details and/or requirements  *As of Publication	FEMA				
	HSGP				
	SHSP	UASI	MMRS	GCP	LEIPA
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	Y	Y			Y
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)	Y	Y			Y
<b>Allowable Equipment Categories</b>					
Personal Protective Equipment	Y	Y	Y	Y	Y
Explosive Device Mitigation and Remediation Equipment	Y	Y			Y
CBRNE Operational Search and Rescue Equipment	Y	Y	Y	Y	Y
Information Technology	Y	Y	Y	Y	Y
Cyber Security Enhancement Equipment	Y	Y	Y	Y	Y
Interoperable Communications Equipment	Y	Y	Y	Y	Y
Detection	Y	Y	Y		
Decontamination	Y	Y	Y		
Medical	Y	Y	Y	Y	
Power	Y	Y	Y	Y	Y
CBRNE Reference Materials	Y	Y	Y		Y
CBRNE Incident Response Vehicles	Y	Y	Y	Y	Y
Terrorism Incident Prevention Equipment	Y	Y			Y
Physical Security Enhancement Equipment	Y	Y			Y
Inspection and Screening Systems	Y	Y	Y		Y
Agriculture Terrorism Prevention, Response, and Mitigation Equipment	Y	Y	Y		
CBRNE Prevention and Response Watercraft	Y	Y			Y
CBRNE Aviation Equipment	Y	Y	Y		
CBRNE Logistical Support Equipment	Y	Y	Y	Y	Y
Intervention Equipment	Y	Y			Y
Other Authorized Equipment	Y	Y	Y	Y	Y
<b>Allowable Training Costs</b>					
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes	Y	Y	Y	Y	Y

<b>Allowable Program Activities</b> <b>Current as of FY 2009 Programs*</b>  See the respective program guidance for additional details and/or requirements  *As of Publication	FEMA				
	HSGP				
	SHSP	UASI	MMRS	CCP	LETPA
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training	Y	Y	Y	Y	Y
Training workshops and conferences	Y	Y	Y	Y	Y
Full- or part-time staff or contractors/consultants	Y	Y	Y	Y	Y
Travel	Y	Y	Y	Y	Y
Supplies	Y	Y	Y	Y	Y
Tuition for higher education	Y	Y	Y	Y	Y
Other items	Y	Y	Y	Y	Y
<b>Allowable Exercise Related Costs</b>					
Design, Develop, Conduct and Evaluate an Exercise	Y	Y	Y	Y	Y
Exercise planning workshop	Y	Y	Y	Y	Y
Full- or part-time staff or contractors/consultants	Y	Y	Y	Y	Y
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises	Y	Y	Y	Y	Y
Implementation of HSEEP	Y	Y	Y	Y	Y
Travel	Y	Y	Y	Y	Y
Supplies	Y	Y	Y	Y	Y
Other items	Y	Y	Y	Y	Y
<b>Allowable Management &amp; Administrative Costs</b>					
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements	Y	Y	Y	Y	Y
Development of operating plans for information collection and processing necessary to respond to FEMA data calls	Y	Y	Y	Y	Y
Overtime and backfill costs	Y	Y	Y	Y	Y
Travel	Y	Y	Y	Y	Y
Meeting related expenses	Y	Y	Y	Y	Y
Authorized office equipment	Y	Y	Y	Y	Y
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	Y	Y	Y	Y	Y
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y	Y	Y	Y



**REQUIRED SUPPORTING DOCUMENTS  
FOR CLAIM REIMBURSEMENT**

Submit all claims and supporting documentation to:  
Department of Auditor-Controller  
Shared Services Division  
Attn: Grants Unit  
3470 Wilshire Blvd., Suite 1100  
Los Angeles, CA 90010  
Tel# (213)251-5048; (213)251-5000  
Fax # (213)947-5809  
grants@auditor.lacounty.gov

**IMPORTANT\*\*** To process your reimbursement request, you must submit this checklist attached with the supporting documents for all items requesting reimbursement. Invoices must be submitted to Shared Services Division as soon as expenses are incurred and paid, and the required supporting documentations are available. Do NOT accumulate all claims and invoices to submit on the final due date. Failure to timely submit your claim with the required supporting documents could result in expenses not reimbursed and/or awards reallocated.

**Sub-recipients are also required to perform the following:**

- Review the Federal Debarment Listing prior to purchase to ensure the intended vendor is not listed. Provide a screen print showing that the listing was queried when submitting the supporting documentation.
- All Sole Source contracts must obtain approval from the State prior to purchasing of items. Evidence of State approval required.

- Grant Reimbursement Form** with authorized signature and date
- Invoice:** Must be stamped or write "PAID", signed with authorized signature for payment, and dated. Circle, or designate on the invoice/receipt the items requesting reimbursement. Each item circled must have a project #, a funding SOURCE, and TOTAL. Purchase orders and price quotes will not be accepted as proof of purchase for reimbursement.
- Purchase Method**
  - Competitive bid
  - Sole Source (Prior State approval attached)
- Invoice NO.: \_\_\_\_\_
- Reviewed Federal Debarment Listing:** <http://www.epls.gov/epls/search.do>
  - No.
  - Yes, screen listing is attached.

**FOR EQUIPMENT:**

- Equipment Inventory Ledger**, completed the listing with all requested information, including: Project # & alpha, Equipment Description, AEL #, AEL Title, Invoice #, Vendor, Total Cost, Cash Request #, Invoice Date, Acquired Date, Serial #/ ID Tag #, Condition and Disposition, Deployed Location and Grant Year. [www.rkb.us](http://www.rkb.us)

**FOR TRAINING/EXERCISE/PLANNING:**

- Training/Exercise Summary** completed listing including: employee name, assignment (backfill for name of employee attending training/exercise), Job Title, Training Request #, Training date, Salary, total Hours, Overtime hours, regular rate, Overtime rate, employee benefits rate, total claim amount.
  - For Training – Training Request# is required
  - For Planning – Submit proof of products produced (i.e. mutual aid agreements, assessments, etc.)
  - For Exercise – Proof of AAR submission and State approval. Submit AAR into the ODP Portal within 60 days following the completion of the event.
- Roster:** Fill out a Training or Planning or Exercise Roster, whichever is applicable to this claim.
- Timecards:** indicating the # of hours charged per day, employee signature & supervisor signature
- Payroll register** indicating the salary, hourly rate, employee benefits, Overtime rate.
- Sign-in sheets** or attendance sheets or Certificate of Completion (if claiming for Backfill and/or Overtime); if sign-in sheets or certificates are not available, trainees should provide their own proof of attendance by completing their own sign-in sheet and have the Trainer sign the sheet indicating proof of attendance.

**Additional items:**

**Travel** –Receipts are required for itemized costs such as plane ticket/invoice, hotel invoices and training receipts with the dates of invoices agreeing with the training and exercise period.

**Workshop** –Invoices for instructor, facilities, contractor and consulting services.

\_\_\_\_\_  
\*AUTHORIZED SIGNATURE / DATE

\_\_\_\_\_  
\*AUTHORIZED SIGNER NAME/TITLE

Under Penalty of Perjury I certify that:  
- I am the duly authorized officer of the claimant herein.  
- This claim is in all respect true, correct, and all expenditures were made,  
in accordance with applicable laws, rules, regulations and grant conditions  
and assurances.



1           **SECTION 1.** Title 5 PUBLIC WELFARE, MORALS, AND CONDUCT, Chapter 11  
2 NUISANCES of the Huntington Park Municipal Code is hereby amended by amending Section 5- 11.05  
3 and adding to Section 5-11.05.1 to read in its entirety as follows:

4           5-11.05           **Sidewalk and Street Maintenance**

5                   5-11.05.1       **Definitions**

6                   For the purpose of this Chapter, the following definitions shall apply:

- 7           A.       “Abatement costs” or “costs of abatement” shall mean all costs, fees, and expenses,  
8                   incidental or otherwise, incurred by the City in investigating and abating a public  
9                   nuisance.
- 10          B.       “Bulky item” shall mean any discarded furniture, home or industrial appliance,  
11                   abandoned vehicle or part of an abandoned vehicle, or any object that exceeds the  
12                   maximum size and or weight proscribed by the City’s franchise waste hauler for  
13                   placement into a household or commercial waste or recyclable container.
- 14          C.       “Enforcement Officer” shall mean a police officer, illegal dumping officer, code  
15                   enforcement officer, or other City official designated by the City Council or City  
16                   Manager to enforce the provisions of this Chapter.
- 17          D.       “Hazardous waste” shall mean any waste as defined in California Health & Safety Code  
18                   Section 25117.
- 19          E.       “Incidental expenses” shall include, but shall not be limited to, the actual expenses and  
20                   costs of the City, such as preparation of notices, specifications, contracts, inspection of  
21                   work, costs of printing and mailings required hereunder, costs of any filing and/or  
22                   recordation with the County Recorder’s Office or other governmental agency, and the  
23                   costs of administration and legal services.
- 24          F.       “Responsible person(s)” shall include the owner, occupant and person in control of real  
25                   property within the City with a duty to maintain such property and adjacent public rights-  
26                   of-way where applicable.
- 27          G.       “Solid waste” shall mean all putrescible and non-putrescible solid, semisolid and liquid  
28                   wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes,

1 container shall be of such a nature that the garbage or debris or rubbish placed therein  
2 shall not be free to be transferred about the premises or adjacent premises by wind or  
3 other natural causes.

4 **SECTION 3.** Title 5 PUBLIC WELFARE, MORALS, AND CONDUCT, Chapter 11  
5 NUISANCES of the Huntington Park Municipal Code is hereby amended by adding Section 5-11.05.3  
6 to read as follows:

7 5-11.05.3 **Maintenance of Streets, Highways, Alleys and Rights-of-Way in Clean and**  
8 **Orderly Condition**

9 A. **Maintenance required.** The owner, occupant, and person in control of any real property  
10 within the City of Huntington Park shall keep and maintain the public street, highway,  
11 sidewalk, alley, and other public right-of-way adjacent to said real property in a neat,  
12 clean, and orderly condition free from organic or inorganic rubbish, refuse, debris,  
13 garbage, rubbish, bulky item, waste matter, hazardous waste, solid waste, offal and as  
14 otherwise required by the Huntington Park Municipal Code. It is unlawful and hereby  
15 declared a public nuisance for any person owning, occupying or having charge or control  
16 of any real property to fail to keep and maintain the public street, highway, sidewalk,  
17 alley, and other public right-of-way adjacent to said real property in the manner required  
18 by this Section.

19 B. **Abatement of Public.** Any public nuisance created by violation of this Section shall be  
20 abated in accordance with the provisions of this Section (or as otherwise authorized by  
21 law). The procedures for abatement in this Section shall not be exclusive and shall not  
22 limit or restrict the City from pursuing any other remedies available at law, whether  
23 equitable, civil, or criminal, or from enforcing City codes and ordinances, or from abating  
24 or causing abatement of public nuisances in any other manner provided by law.

25 1. **Notification.** Except as otherwise provided by this Code or other applicable law,  
26 whenever an Enforcement Officer determines that organic or inorganic rubbish,  
27 refuse, debris, garbage, rubbish, bulky item, waste matter, hazardous waste, solid  
28 waste, offal or other condition creating a public nuisance is located within the

1 may, without any administrative hearing, cause the removal of any organic or  
2 inorganic rubbish, refuse, garbage, debris, garbage, rubbish, bulky item, waste  
3 matter, hazardous waste, solid waste, or offal from within the public street,  
4 highway, sidewalk, alley, right-of-way, or other public property, at the expense of  
5 the responsible persons. Further, the City may assess the costs of abatement  
6 against the owner of the Subject Property as set forth in this Section.

7 4. **Post-Abatement Notice.** Within fifteen (15) business days following an  
8 abatement of a public nuisance by the City pursuant to the provisions of this  
9 Chapter where written notification was not provided prior to the abatement, the  
10 Enforcement Officer shall serve any responsible person with a Notice of  
11 Abatement by City Personnel by first class mail. Notice to an owner of the  
12 Subject Property shall be mailed to the mailing address set forth in the last  
13 equalized assessment roll of the Los Angeles County Assessor's Office or other  
14 application, permit, license or other public record on file with the City. Failure of  
15 any responsible person to receive a properly addressed Notice of Abatement by  
16 City Personnel by mail shall not invalidate any action or proceeding pursuant to  
17 this Chapter.

18 a. A Notice of Abatement by City Personnel shall contain the following:

- 19 (1) The name of all known responsible persons who are being served  
20 with the Notice of Abatement by City Personnel;
  - 21 (2) The address of the Subject Property;
  - 22 (3) A brief description of the public nuisance, as well as a description  
23 of its previous location on the public right-of-way;
  - 24 (4) A brief description of the law prohibiting or pertaining to the  
25 nuisance;
  - 26 (5) A brief explanation as to why the City deemed the nuisance to  
27 constitute an imminent hazard (if applicable);
- 28

- 1 (2) The address of the Subject Property;
- 2 (3) Date of the Statement of Abatement Costs being appealed; and,
- 3 (4) Description of the specific Abatement Cost being appealed, and a
- 4 statement of the grounds for appeal in sufficient detail to enable
- 5 the City Manager or designee to understand the nature of the
- 6 controversy.

7 b. No fee shall be due for the filing of a request for appeal.

- 8 4. **Waver of Right to Appeal.** Failure of a responsible person to timely file a
- 9 written request for appeal constitutes a waiver of the right to appeal a Statement
- 10 of Abatement Costs. In this event, the Statement of Abatement Costs is final and
- 11 binding, and the City may proceed to collect its Abatement Costs as contained in
- 12 a final Statement of Abatement Costs in any manner allowed by law.
- 13 5. **Notice of Appeal Hearing.** If a timely request for appeal is received by the City
- 14 Clerk, a hearing shall be set before the City Manager or designee no later than
- 15 sixty (60) calendar days, and no sooner than ten (10) calendar days, of receipt of
- 16 the request for appeal. A notice of the date, time and location of the hearing shall
- 17 be served on all responsible persons who appealed the Statement of Abatement
- 18 Costs by first class mail to the address(es) stated on the request form at least ten
- 19 (10) calendar days prior to the hearing. Failure of a person requesting an appeal
- 20 to receive a properly addressed notice shall not invalidate any action or
- 21 proceeding by the City pursuant to this Chapter.
- 22 6. **Request to Continue Appeal Hearing.** Any request by an appellant to continue a
- 23 hearing must be submitted to the City Clerk in writing no later than five (5)
- 24 business days before the date scheduled for the hearing. The City Manager or
- 25 designee may continue a hearing for good cause or on his or her own motion;
- 26 however, in no event may the hearing be continued for more than sixty (60)
- 27 calendar days without stipulation by all parties.
- 28

1 the date of service of the confirmed Statement of Abatement Costs. The  
2 Abatement Costs (as contained in an uncontested Statement on Abatement Costs  
3 or in a confirmed Statement of Abatement Costs) shall constitute a civil debt  
4 against the responsible party(ies) and may be collected by the City as set forth in  
5 this Section, or in any other manner authorized by law.

6 **D. Collection of Abatement Costs by Special Assessment.** The City may cause a special  
7 assessment to be made upon the Subject Property pursuant to California Government  
8 Code, Section 38773.5, and future amendments thereto, in the event a Statement of  
9 Abatement Costs or a confirmed Statement of Abatement Costs is not paid in a timely  
10 manner.

11 1. A Notice of Special Assessment shall be sent to the owner(s) of the Subject  
12 Property by certified mail at the time the assessment is the imposed and shall  
13 contain the following recitals:

14 “The property may be sold after three years by the tax collector for unpaid  
15 delinquent assessments. The tax collector’s power of sale shall not be affected by  
16 the failure of the property owner to receive notice.”

17 2. The assessment may be collected at the same time and in the same manner as  
18 ordinary municipal taxes are collected, and shall be subject to the same penalties  
19 and the same procedure and sale in case of delinquency as provided for ordinary  
20 municipal taxes. All laws applicable to the levy, collection and enforcement of  
21 municipal taxes shall be applicable to the special assessment. However, if any  
22 real property to which the cost of abatement relates has been transferred or  
23 conveyed to a bona fide purchaser for value, or if a lien of a bona fide  
24 encumbrance for value has been created and attaches thereon, prior to the date on  
25 which the first installment of the taxes would become delinquent, then the cost of  
26 abatement shall not result in a lien against the real property but instead shall be  
27 transferred to the unsecured roll for collection.

28

1 which the lien is imposed, and the name and address of the recorded owner of the  
2 Subject Property.

- 3 4. In the event that the lien is discharged, released, or satisfied, either through  
4 payment or foreclosure, notice of the discharge containing the information  
5 specified in Subsection (3) shall be recorded by the City. A nuisance abatement  
6 lien and the release of the lien shall be indexed in the grantor-grantee index.
- 7 5. A nuisance abatement lien may be foreclosed by an action brought by the City for  
8 a money judgment.
- 9 6. The City may recover from the owner(s) of the Subject Property any costs  
10 incurred regarding the processing and recording of the lien and providing notice  
11 to the owner(s) as part of its foreclosure action to enforce the lien.
- 12 7. The amount of a nuisance abatement lien shall also constitute a personal  
13 obligation of the owners of the Subject Property.

14 F. **Imposition of Illegal Dumping Fee.** In lieu of assessing the actual costs of abatement as  
15 described in Section 5-11.05.3(C), an illegal dumping fee may be imposed upon  
16 responsible persons in an amount established by resolution of the City Council.

17 G. **Assessment and Collection of Illegal Dumping Fee.** The City Council and/or City  
18 Manager shall adopt a policy, rule, and/or regulation regarding the manner of assessing  
19 the illegal dumping fee upon responsible persons, as well as regarding the method of  
20 payment by responsible persons. The City may withhold issuance or renewal of any  
21 license or permit for a responsible person, or other entitlement for a Subject Property  
22 whenever an illegal dumping fee assessed pursuant to this Section remains unpaid. The  
23 City may also collect unpaid illegal dumping fees by a nuisance abatement lien or a  
24 special assessment in accordance with the provisions of Sections 5-11.05.3(D) and 5-  
25 11.05.3(E).

26 **SECTION 4.** Title 5 PUBLIC WELFARE, MORALS, AND CONDUCT, Chapter 11  
27 NUISANCES of the Huntington Park Municipal Code is hereby amended by adding Section 5-11.05.4  
28 to read as follows:

1           **SECTION 6.** Title 5 PUBLIC WELFARE, MORALS, AND CONDUCT, Chapter 11  
2 NUISANCES of the Huntington Park Municipal Code is hereby amended by adding Section 5-11.23 to  
3 read as follows:

4           5-11.23           **ILLEGAL DUMPING – NUISANCE VEHICLES**

5           5-11.23.1       **Finding and purpose**

6           The City Council finds as follows:

- 7           A.     Illegal dumping poses serious health risks to children and other persons, creates blight in  
8                 the City, and tends to contribute to the presence of flies, insects, vector, vermin, rats, wild  
9                 animals, and other pests.
- 10          B.     Illegal dumping is facilitated by the use of vehicles, whereby persons utilize vehicles to  
11                 transport waste matter for the purpose of illegally dumping the waste matter.
- 12          C.     The procedures for seizing and impounding vehicles used to illegally dump waste matter  
13                 are expressly intended as a remedy to abate these public nuisances and to protect the  
14                 City’s residents and the public from harm to their health, safety, and welfare. Examples  
15                 of such damages are the costs of cleaning up illegal dumpsites and diverting limited  
16                 public resources to address the nuisance activities through direct enforcement and other  
17                 programs designed to prevent illegal dumping. Any deterrent effect is deemed incidental  
18                 to the remedial purpose of this Ordinance.

19          5-11.23.2       **Authority**

20          Section 5-11.23 is adopted pursuant to the authority granted in Article XI, Section VII of the  
21 California Constitution, Section 38771 of the California Government Code, and Section 22659.5 of the  
22 California Vehicle Code.

23          5-11.23.3       **Definitions**

24          For the purposes of this Section, the following definitions shall apply:

- 25          A.     “Illegal dumping” shall mean placing, depositing, or dumping, or causing to be placed,  
26                 deposited, or dumped, waste matter in violation of this section in commercial quantities.
- 27          B.     “Impounding agency” shall mean the City of Huntington Park.

1 owner within two working days after the impoundment when the legal owner redeems the  
2 impounded vehicle. The impounding agency shall maintain a published telephone  
3 number that provides information 24 hours a day regarding the impoundment of vehicles  
4 and the rights of a legal owner and a registered owner to request a hearing. The notice  
5 shall include all of the following information:

- 6 1. The name, address, and telephone number of the agency providing the notice.
- 7 2. The location of the place of storage and description of the vehicle, that shall  
8 include, if available, the model or make, the manufacturer, the license plate  
9 number, and the mileage.
- 10 3. The authority and purpose for the removal of the vehicle.
- 11 4. A statement that, in order to receive a post-storage hearing, the owners, or their  
12 agents, shall request the hearing in person, writing, or by telephone within 10 days  
13 of the date appearing on the notice.

14 B. The post-storage hearing shall be conducted within 48 hours of the request, excluding  
15 weekends and holidays. The public agency may authorize one of its own officers or  
16 employees to conduct the hearing if that hearing officer is not the same person who  
17 directed the seizure of the vehicle.

18 C. Failure of the legal and the registered owners, or their agents, to request or to attend a  
19 scheduled hearing shall satisfy the post-storage hearing requirement.

20 D. The agency employing the person who directed the storage shall be responsible for the  
21 costs incurred for towing and storage if it is determined in the post-storage hearing that  
22 reasonable grounds for the storage are not established.

23 E. Any period during which a vehicle is subjected to storage under an ordinance adopted  
24 pursuant to this section shall be included as part of the period of impoundment.

25 F. The impounding agency shall release the vehicle to the registered owner or his or her  
26 agent prior to the end of the impoundment period under any of the following  
27 circumstances:

- 28 1. The driver of the impounded vehicle was arrested without probable cause.

1                   2.     The legal owner or the legal owner's agent pays all towing and storage fees  
2                   related to the seizure and impoundment of the vehicle.

3           J.           1.     No lien sale processing fees shall be charged to the legal owner who  
4                   redeems the vehicle prior to the 15th day of the impoundment period. Neither the  
5                   impounding agency nor any person having possession of the vehicle shall collect  
6                   from the legal owner as described in paragraph (1) of subdivision (i), or the legal  
7                   owner's agent, any administrative charges imposed pursuant to Section 22850.5  
8                   of the California Vehicle Code, unless the legal owner voluntarily requested a  
9                   post-storage hearing.

10           2.     A person operating or in charge of a storage facility where vehicles are stored  
11                   pursuant to this Section shall accept a valid bank credit card or cash for payment  
12                   of towing, storage, and related fees by a legal or registered owner or the owner's  
13                   agent claiming the vehicle. A credit card or debit card shall be in the name of the  
14                   person presenting the card. For purposes of this section, "credit card" is as defined  
15                   in subdivision (a) of Section 1747.02 of the Civil Code. Credit card does not  
16                   include a credit card issued by a retail seller.

17           3.     A person operating or in charge of a storage facility described in paragraph (2)  
18                   who violates paragraph (2) shall be civilly liable to the owner of the vehicle or the  
19                   person who tendered the fees for four times the amount of the towing, storage,  
20                   and related fees not to exceed five hundred dollars (\$500).

21           4.     A person operating or in charge of the storage facility described in paragraph (2)  
22                   shall have sufficient funds on the premises of the primary storage facility during  
23                   normal business hours to accommodate, and make change for, a reasonable  
24                   monetary transaction.

25           5.     Credit charges for towing and storage services shall comply with Section 1748.1  
26                   of the Civil Code. Law enforcement agencies may include the costs of providing  
27                   for payment by credit when making agreements with towing companies on rates.  
28

1 legal owner voluntarily requests a post-storage hearing. A city, county, city and  
2 county, or state agency shall not require a legal owner or a legal owner's agent to  
3 request a post-storage hearing as a requirement for release of the vehicle to the  
4 legal owner or the legal owner's agent. The law enforcement agency, impounding  
5 agency, or other governmental agency, or any person acting on behalf of those  
6 agencies, shall not require any documents other than those specified in this  
7 paragraph. The legal owner or the legal owner's agent shall be given a copy of  
8 any documents he or she is required to sign, except for a vehicle evidentiary hold  
9 log book. The law enforcement agency, impounding agency, or any person acting  
10 on behalf of those agencies, or any person in possession of the vehicle, may  
11 photocopy and retain the copies of any documents presented by the legal owner or  
12 legal owner's agent. The legal owner shall indemnify and hold harmless a storage  
13 facility from any claims arising out of the release of the vehicle to the legal owner  
14 or the legal owner's agent and from any damage to the vehicle after its release,  
15 including the reasonable costs associated with defending any such claims.

16 L. A legal owner, who meets the requirements for release of a vehicle pursuant to  
17 subdivision (i), or the legal owner's agent, shall not be required to request a post-storage  
18 hearing as a requirement for release of the vehicle to the legal owner or the legal owner's  
19 agent.

20 M. 1. A legal owner, who meets the requirements for release of a vehicle  
21 pursuant to subdivision (i), or the legal owner's agent, shall not release the vehicle  
22 to the registered owner of the vehicle or an agent of the registered owner, unless  
23 the registered owner is a rental car agency, until after the termination of the  
24 impoundment period.

25 2. Prior to relinquishing the vehicle, the legal owner may require the registered  
26 owner to pay all towing and storage charges related to the seizure and  
27 impoundment.  
28

1 PASSED, APPROVED and ADOPTED on this \_\_\_\_\_ day of November 2012.

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\_\_\_\_\_  
Mayor of the City of Huntington Park

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**ATTEST:**

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\_\_\_\_\_  
City Clerk of the City of Huntington Park

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City of  
**HUNTINGTON PARK**  
**AGENDA ITEM CIRCULATION FORM**



**DUE AT CITY CLERK'S  
OFFICE ON THURSDAY  
BY 2:00 P.M.**

City Council Meeting Date: December 3, 2012	Agenda Item Number: _____	City Clerk Use Only
<b>ITEM BUDGETED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A Originator: James Enriquez, Public Works Director/Engineer      Department Head Signature: _____ Date: December 3, 2012		
<i>Agenda Item Description:</i> Second reading to Amend Title 5, Chapter 11, of the City of Huntington Park Municipal Code regarding maintenance of real property free from discarded rubbish, bulky items and other waste matter and liability for illegal disposal of rubbish, bulky items and waste matter.		
<i>Agenda Recommendation:</i> Staff recommends that the Council approve the second reading of the Ordinance to amend Title 5, Chapter 11, of the city code regarding the maintenance of real property free from discarded rubbish, bulky items and other waste matter and liability for illegal disposal of rubbish, bulky items and waste matter.		
<i>Brief Summary:</i> On November 19, 2012, the City Council approved the first reading to Amend Title 5, Chapter 11, of the City of Huntington Park Municipal Code regarding maintenance of real property free from discarded rubbish, bulky items and other waste matter and liability for illegal disposal of rubbish, bulky items and waste matter.  The proposed code changes establish fines and penalties for those caught illegally dumping in the city. Fines will be levied as administrative citations; vehicles used in the commission of an unlawful act, such as illegal dumping in commercial quantities, will be seized and impoundment for up to 30 days as allowed in the state penal code.		
Requested Annually: <input type="checkbox"/> YES <input type="checkbox"/> NO		
<i>Attached Supporting Documents:</i> <p style="text-align: center;">1. Staff report, 2. Ordinance.</p>		
<i>Additional Income this item generates:</i>	<i>Funding Name:</i> <i>Account Number:</i> <i>Account Name:</i> <i>Amount Balance Available:</i> <i>As of:</i> <i>Adjustment/Additional Appropriation Request Form Attached?</i> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/>	
<i>DIRECTOR OF FINANCE</i> Review & Comments: _____  <div style="display: flex; justify-content: space-between;"> <span>Reviewed by: _____ Date: _____</span> <span>Approved as to accounting form: <input type="checkbox"/> YES   <input type="checkbox"/> NO</span> </div>		
<i>CITY ATTORNEY (Ordinance - Resolution - Agreement)</i> Review & Comments: _____  <div style="display: flex; justify-content: space-between;"> <span>Reviewed by: _____ Date: _____</span> <span>Approved: <input type="checkbox"/> YES   <input type="checkbox"/> NO</span> </div>		
<i>CITY MANAGER</i> Recommendation: _____  <div style="display: flex; justify-content: space-between;"> <span>Reviewed by: <u>  JES  </u> Date: <u>  11/29/12  </u></span> <span>Approved: <input checked="" type="checkbox"/> YES   <input type="checkbox"/> NO</span> </div>		
<i>CITY COUNCIL ACTION:</i> <input type="checkbox"/> Consent Calendar <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Continued to (Date) _____ <small>City Clerk Use Only</small>		



**City of  
HUNTINGTON PARK California**

**PUBLIC WORKS DEPARTMENT  
6900 Bissell Street, Huntington Park, CA 90255  
Tel. (323) 584-6274 Fax (323) 584-6308**

**JAMES ENRIQUEZ  
Public Works Director**

**DATE:** December 3, 2012

**TO:** Honorable Mayor and Members of the City Council

**FROM:** James Enriquez, Public Works Director/Engineer 

**SUBJECT:** Second reading to Amend Title 5, Chapter 11, of the City of Huntington Park Municipal Code regarding maintenance of real property free from discarded rubbish, bulky items and other waste matter and liability for illegal disposal of rubbish, bulky items and waste matter.

**BACKGROUND**

On November 19, 2012, the City Council approved the first reading to Amend Title 5, Chapter 11, of the City of Huntington Park Municipal Code regarding maintenance of real property free from discarded rubbish, bulky items and other waste matter and liability for illegal disposal of rubbish, bulky items and waste matter. With Council approval staff will proceed with the circulation of a Request for Proposal for the procurement of portable camera surveillance and monitoring system as identified in Phase 3 of the grant application.

On September 7, 2010 City Council authorized the submittal of a grant application to the State of California Department of Resources and Recovery (CalRecycle). The purpose of the grant was to provide funding for the development of a comprehensive plan to combat the illegal disposal of rubbish, debris and bulky items within Huntington Park. On January 11, 2011, the City was awarded \$456,500.00 from CalRecycle as a reimbursement grant to fund development of a pilot program as described in the grant application.

The pilot program outlined in the grant application consisted of three phases. The first phase included an initial cleanup of the city. The second phase consists of amending the Title 5 of the city code requiring property owners and occupants to maintain the sidewalk, alley and street adjacent to their property. The third phase includes the purchase and installation of a mobile surveillance and monitoring system. The mobile

camera surveillance and monitoring system will enable the city to capture perpetrators' actions of illegal dumping and provide documentation of evidence required to prosecute individuals. In totality the code change, including the provision for prosecution, provides a cost recovery element to offset city resources spent on abatement of illegal dumping in the form of fines for those caught illegally dumping.

### **DISCUSSION**

Part of the comprehensive code change in Title 5, Chapter 11, includes requiring property owners and occupants to maintain the sidewalk, alley and street adjacent to their property. If an item is illegally dumped on the property an owner or occupant of the said property would be responsible to schedule a free pick up of the item(s) from the franchise hauler. Failure to have the item(s) removed after a warning by a Code Enforcement Officer would result in an administrative citation.

The other key element of this code, in accordance with The State of California penal code Section 374.3 (h), vehicles used in the commission of an unlawful act, such as illegal dumping, in commercial quantities, may be seized and impoundment for up to 30 days. Including this provision will serve as a deterrent for non residents to come into the city to dump their unwanted trash. In conjunction with an administrative citation the city will establish a mechanism to recover the cost incurred in the abatement of unwanted trash and debris.

### **FISCAL IMPACT**

None.

### **RECOMMENDATION**

Staff recommends that the Council approve the second reading of the Ordinance to amend Title 5, Chapter 11, of the city code regarding the maintenance of real property free from discarded rubbish, bulky items and other waste matter and liability for illegal disposal of rubbish, bulky items and waste matter.

### **ATTACHMENTS**

Attachment A: Ordinance

City of  
**HUNTINGTON PARK**  
 AGENDA ITEM CIRCULATION FORM



**DUE AT CITY CLERK'S  
 OFFICE ON THURSDAY  
 BY 2:00 P.M.**

<i>City Council Meeting Date:</i> December 3, 2012	<i>Agenda Item Number:</i> _____ <span style="float:right; font-size: small;">City Clerk Use Only</span>
<b>ITEM BUDGETED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <i>Originator:</i> René Bobadilla, City Manager <i>Department Head Signature:</i> _____ <i>Signature:</i> _____ <i>Date:</i> _____	
<i>Agenda Item Description:</i> City of Huntington Park and Port of Los Angeles TRADEconnect Business Development Workshop to be held on January 22, 2013 at Raul R. Perez Memorial Park Community Center from 1:30 p.m. to 5:00 p.m.	
<i>Agenda Recommendation:</i> Receive and file.	
<i>Brief Summary:</i> On August 6, 2012, the City Council agreed to co-host a business development workshop with the Port of Los Angeles. Mayor Molina presented opening remarks at the September 27, 2012 workshop, entitled TRADEconnect, which was held at the Los Angeles Harbor College. The workshop was a great success and was attended by over 100 businesses. City staff and the Port of Los Angeles now wish to provide the same workshop in the City of Huntington Park, focusing on international trade and providing information on how to export goods to international markets. A number of federal agencies will discuss key information to help businesses understand the various steps involved in exporting their products, identifying potential markets, financing and ensuring overseas sales, documentation and logistics, and sea and air cargo services. The Port of Los Angeles will be responsible for organizing, preparing, and implementing the workshop (e.g. marketing materials, refreshments and speakers). The City will help with the distribution of marketing pieces to surrounding businesses, cities and economic development agencies. There is no registration cost to attend the workshop.	
<i>Requested Annually:</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<i>Attached Supporting Documents:</i> _____	
<i>Additional Income this item generates:</i> _____	<i>Funding Name:</i> _____ <i>Account Number:</i> _____ <i>Account Name:</i> _____ <i>Amount Balance Available:</i> _____ <i>As of:</i> _____ <i>Adjustment/Additional Appropriation Request Form Attached?</i> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/>
<i>DIRECTOR OF FINANCE</i> <i>Review &amp; Comments:</i> _____	
<i>Approved as to accounting form:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO	
<i>Reviewed by:</i> _____ <i>Date:</i> _____	
<i>CITY MANAGER</i> <i>Recommendation:</i> _____	
<i>Reviewed by:</i> _____ <i>Date:</i> _____ <i>Approved:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO	
<i>CITY COUNCIL ACTION:</i> <input type="checkbox"/> Consent Calendar <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Continued to (Date) _____	
<small>City Clerk Use Only</small>	

City of  
**HUNTINGTON PARK**  
**AGENDA ITEM CIRCULATION PACKET**



**DUE AT CITY CLERK'S  
OFFICE ON MONDAY BY  
1:00 P.M.**

<i>City Council Meeting Date:</i> December 3, 2012	<i>Agenda Item Number:</i> _____ City Clerk Use Only
<b>ITEM BUDGETED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A <i>Originator:</i> Manuel Acosta, Housing and Community Development Manager <i>Signature:</i> _____	
<i>Department Head:</i> Jack L. Wong Interim Community Development Director <i>Signature:</i> _____ <i>Date:</i> 11/29/12.	
<i>Agenda Item Description:</i> Issue Request for Proposals (RFP) for Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) Contract Administrative Services	
<i>Agenda Recommendation:</i> To authorize staff to issue Request for Proposals for the administration of CDBG/HOME program	
<i>Brief Summary:</i> On November 5, 2010, the City approved a Professional Services Agreement with Karen Warner Associates (KWA) for Community Development Block Grant (CDBG) and HOME Programs and related administrative services. The agreement with KWA will expire on January 1, 2013. Staff recommends that the City solicit proposals from qualified consultants to assist in the administration of HUD Programs and related activities. Staff will issue the RFP in December and recommend an award of contract in February 2013.	
<i>Requested Annually:</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<i>Attached Supporting Documents:</i> 1) Staff Report	
<i>Additional Income this item generates:</i> N/A	<i>Funding Names:</i> <i>Account Numbers:</i> <i>Account Names:</i> <i>Amount Balance Available:</i> <i>As of:</i> <i>Adjustment/Additional Appropriation Request Form Attached?</i> <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A
<i>DIRECTOR OF FINANCE :</i> Review & Comments: _____	<i>Approved as to</i> <i>accounting form:</i> <i>Initials:</i> _____ <i>Date:</i> _____ <input type="checkbox"/> YES <input type="checkbox"/> NO
<i>CITY ATTORNEY (Ordinance - Resolution – Agreement)</i> Review & Comments: _____	<i>Initials:</i> _____ <i>Date:</i> _____ <i>Approved:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO
<i>CITY MANAGER</i> <i>Recommendation:</i> _____	<i>Initials:</i> _____ <i>Date:</i> _____ <i>Approved:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO
<i>CITY COUNCIL ACTION:</i> <input type="checkbox"/> Consent Calendar <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Continued to (Date) _____	
City Clerk Use Only	



City of  
**HUNTINGTON PARK** california  
COMMUNITY DEVELOPMENT DEPARTMENT  
6550 MILES AVENUE  
HUNTINGTON PARK, CA 90255

December 3, 2012

**TO:** Honorable Mayor Molina and Members of the City Council

**FROM:** Jack L. Wong, Interim Community Development Director *JLW*

**SUBJECT:** Authorization to Issue Request for Proposals (RFP) for Community Development Block Grant and HOME Investment Partnership Act Contract Administrative Services

**BACKGROUND:** On November 20, 2010, the City Council approved a Professional Services Agreement (PSA) with Karen Warner Associates (KWA) to provide administration of the Federal Housing and Urban Development Department program, services, and activities. The contract was effective January 1, 2011 for a term of two (2) years. On January 17, 2011, the City Council approved an amendment to expand the Scope of Services to include a full time contract staff person to assist in administering CDBG and HOME programs and activities. The PSA expires on January 1, 2013.

**ANALYSIS:** Staff recommends that the City commence soliciting proposals from qualified consultants to assist in the administration of HUD Programs. The activities to be performed by the selected consultant include:

- Ongoing Administration of HUD Program
  1. Prepare Environmental Review Records (up to level of Environmental Assessment) for all activities
  2. Manage IDIS: set-up, revise and fund activities, update accomplishments and beneficiary information
  3. Prepare agreements, including subrecipient agreements, MOUs and housing agreements
  4. Assist in department budget preparation
  5. Financial management responsibilities, including preparing draw requests, approving payment requests, monitoring CDBG/HOME expenditures
  6. Contract administration and monitoring of subrecipients and housing projects

City Council Staff Report

Request for Proposals for HUD's Contract Administrative Services

December 3, 2012

Page 2 of 2

- Develop and maintain Policies and Procedures Manual as needed
- Maintain Project Filing System and Documentation Checklists
- Prepare Annual CAPER, Action Plan and all related HUD reports
- Respond to public inquiries regarding HUD programs
- Respond to HUD letters and/or memorandums as needed

Staff anticipates releasing the RFP in December and recommending an award of contract in February 2013.

**FISCAL IMPACT:** There is no fiscal impact to the general fund. This activity is budgeted with CDBG and HOME funds.

**RECOMMENDATION:** To authorize staff to issue Request for Proposals for Administration of Federal Housing and Urban Development Department Programs/Services/Activities

City of  
**HUNTINGTON PARK**  
 AGENDA ITEM CIRCULATION PACKET



**DUE AT CITY CLERK'S  
 OFFICE ON THURSDAY  
 BY 1:00 P.M.**

CITY COUNCIL Meeting Date: December 3, 2012	Agenda Item Number: _____ <small>Use Only</small>
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<b>ITEM BUDGETED:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A	
Originator: Julio F. Morales Signature: _____	Department Head Signature: _____ Date: November 29, 2012

**Agenda Item Description:** Three month pilot project to evaluate new high tech solar Parking Meters along Pacific Blvd.

**Agenda Recommendation:** Approval of pilot project to evaluate new high tech solar Parking Meters along Pacific Blvd.

**Brief Summary:** The City of Huntington Park is proposing to implement a 90-day pilot project to evaluate the new electronic parking meters along a portion of Pacific Blvd. The City expects to install 50-100 meters provided free of charge between Zoe and Saturn. The new electronic meters costs approximately \$500 each to purchase, and use existing poles, which enables simple and low-cost replacement.

This new technology provide real time communication capabilities, which provides more complete and time information/statistics, thus allowing for greater operational efficiency and control of parking meter rates.

The new meters will accept both credit cards and coins – parking meter rates will remain unchanged (\$1.00) during this demonstration project. The trial period allows for testing in the real world environment and allows the City to determine their suitability for use within the City.

*Requested Annually:*    YES    NO

**Attached Supporting Documents:** (Please list) Staff Report and Agreement.

<b>Additional Income this item generates:</b>	<b>Funding Name:</b> _____ <b>Account Number:</b> _____ <b>Account Name:</b> _____ <b>Account Balance:</b> _____ <b>As of (Date):</b> _____ <b>Adjustment/Additional Appropriation Request Form Attached:</b> _____ (Check One) <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
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**DIRECTOR OF FINANCE (if applicable)**  
 Review & Comments:  
 Approved as to accounting form      Initials: \_\_\_\_\_      Date: \_\_\_\_\_      Approved    YES    NO

**CITY ATTORNEY (Ordinance - Resolution - Agreement)**  
 Review & Comments:  
 \_\_\_\_\_  
 Initials: \_\_\_\_\_      Date: \_\_\_\_\_      Approved:    YES    NO

**CITY MANAGER**  
 Recommendation:  
 \_\_\_\_\_  
 Initials: \_\_\_\_\_      Date: \_\_\_\_\_      Approved:    YES    NO

# CITY OF HUNTINGTON PARK

## FINANCE DEPARTMENT

### STAFF REPORT

CITY COUNCIL MEETING OF DECEMBER 3, 2012

November 28, 2012

City Council of the City of Huntington Park  
6550 Miles Avenue  
Huntington park, California 90255

Members of the City Council:

#### **AUTHORIZATION TO INSTALL NEW ELECTRONIC PARKING METERS ALONG PACIFIC BLVD, FOR A FREE 90-DAY TRIAL PERIOD**

This memorandum is prepared for the City Council meeting scheduled for December 3, 2012.

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

1. Authorize City staff to install new electronic parking meters from 2 or 3 vendors, to be placed along Pacific Blvd. for a 90-day free trial period.

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

In an effort to enhance the shopping experience along Pacific Blvd, the City would like to implement a demonstration project for the installation of new electronic parking meters along a portion of Pacific Blvd. The new meters will accept both credit cards and coin. Each vendor will provide the City 30-50 parking meters to use, free of charge, for a 90-day trial period. Parking meter rates will not change during this trial period.

We anticipate that the new meters will provide 3 primary benefits:

1. **Enhance Customer Service** – Many shoppers and vendors complain about the need to obtain quarters to park along Pacific Blvd. The new electronic parking meters will accept both credit cards and coins, thus providing two payment options. Some meters allow one to replenish via cell phone.
2. **Operational Efficiency & Revenue Enhancement** – The new electronic meters have advanced (real-time) communication capabilities that indicate when a meter has expired and/or is in need of service. There is also an option to install

sensors that reset each meter once a car has left a space. These new technologies are expected to result in increased operational efficiency, improved enforcement, and capture greater parking meter revenues.

3. **Management Information** – The new meters can provide critical financial information and usage patterns to assist in making future pricing and location decisions.

This trial period will enable the City to obtain feedback from vendors, shoppers, and City employees regarding the benefits and shortcomings of each meter. More important, it will provide valuable revenue data that will enable the City to determine the financial viability (break-even period) of installing new electronic meters.

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

The City has a total of 950 parking meters located throughout the City, 448 are located along Pacific Blvd. The average revenue from each meter is approximately \$850 per annum. The current rate along Pacific Blvd is \$1.00 per hour, these meters accept quarters only.

The City plans to install a total of 50-100 meters from 2 or 3 vendors: Duncan Parking Solutions, IPS Group, and Mackay Meters. The meters will be located between Zoe and Saturn, which provide the highest parking meter revenues along Pacific Blvd. The meters are replacement heads only, which use the existing poles and parking meter bases; therefore, installation costs will be minimal.

IPS Group can provide demonstration meters within 90 days; however, the other two companies pay take a few weeks longer. Therefore, the demonstration project will take 4-6 months to complete. The cost to purchase the replacement meter heads is approximately \$500 each, and the additional sensors \$250.

### **FISCAL IMPACT OF PROPOSED ACTION:**

The new parking meters will be provided free of charge to the City for a 90-day trial period. The vendors will assist City staff in the installation process. The City will only be required to pay the standard credit card processing fees. We anticipate that the new credit card payment option will enhance both customer service and increase parking meters revenues.

### **CONCLUSION**

Staff recommends that the City Council authorize City staff to implement an electronic parking meter demonstration project along Pacific Blvd to determine the viability of replacing existing parking meters with new technology in the future.

City of Huntington Park  
December 3, 2012  
Page 3

Respectfully submitted,

RENÉ BOBADILLA, P.E.  
City Manager

JULIO MORALES  
Finance Director

City of  
**HUNTINGTON PARK**  
 AGENDA ITEM CIRCULATION PACKET



**DUE AT CITY CLERK'S  
 OFFICE ON THURSDAY  
 BY 2:00 P.M.**

<i>City Council Meeting Date:</i> December 3, 2012	<i>Agenda Item Number:</i> _____	City Clerk Use Only
<b>ITEM BUDGETED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <i>Originator:</i> René Bobadilla, City Manager <i>Signature:</i> _____		
<i>Department Head Signature:</i> _____ <i>Date:</i> November 29, 2012		
<i>Agenda Item Description:</i>  City Manager Bobadilla requests appointment of a City representative to the Greater Los Angeles County Vector Control District for a term commencing January 7, 2013.		
<i>Agenda Recommendation:</i> Discussion and/or action.		
<i>Brief Summary:</i>   <div style="text-align: right;"><i>Requested Annually:</i>   <input type="checkbox"/> YES   <input type="checkbox"/> NO</div>		
<i>Attached Supporting Documents:</i>  		
<i>Additional Income this item generates:</i>  	<i>Funding Name:</i> _____ <i>Account Number:</i> _____ <i>Account Name:</i> _____ <i>Amount Balance Available:</i> _____ <i>As of:</i> _____ <i>Adjustment/Additional Appropriation Request Form Attached?</i> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/>	
<i>DIRECTOR OF FINANCE</i> <i>Review &amp; Comments:</i> _____		
<i>Initials:</i> _____ <i>Date:</i> _____		<i>Approved as to accounting form:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO
<i>CITY ATTORNEY (Ordinance - Resolution – Agreement)</i> <i>Review &amp; Comments:</i> _____		
<i>Initials:</i> _____ <i>Date:</i> _____		<i>Approved:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO
<i>CITY MANAGER</i> <i>Recommendation:</i> _____		
<i>Initials:</i> _____ <i>Date:</i> _____		<i>Approved:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO
<i>CITY COUNCIL ACTION:</i> <input type="checkbox"/> Consent Calendar <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Continued to (Date) _____		
City Clerk Use Only		

City of  
**HUNTINGTON PARK**  
**AGENDA ITEM CIRCULATION PACKET**



**DUE AT CITY CLERK'S  
OFFICE ON MONDAY BY  
1:00 P.M.**

<i>City Council Meeting Date:</i> <b>December 3, 2012</b>	<i>Agenda Item Number:</i> _____	City Clerk Use Only
<b>ITEM BUDGETED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <i>Originator:</i> René Bobadilla, City Manager <i>Signature:</i> _____		
<i>Department Head Signature:</i> _____ <i>Date:</i> November 29, 2012		
<i>Agenda Item Description:</i>  Presentation of City website.		
<i>Agenda Recommendation:</i>  		
<i>Brief Summary:</i>  In September 2012 the City launched a newly designed website with many advanced features to improve communication and accessibility for the community, including a spotlight on government transparency, citizen service requests, and a notification feature.		
<i>Requested Annually:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO		
<i>Attached Supporting Documents:</i>  		
<i>Additional Income this item generates:</i>  	<i>Funding Name:</i> _____ <i>Account Number:</i> _____ <i>Account Name:</i> _____ <i>Amount Balance Available:</i> _____ <i>As of:</i> _____ <i>Adjustment/Additional Appropriation Request Form Attached?</i> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/>	
<i>DIRECTOR OF FINANCE</i> <i>Review &amp; Comments:</i> _____		<i>Approved as to accounting form:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO  <i>Initials:</i> _____ <i>Date:</i> _____
<i>CITY ATTORNEY (Ordinance - Resolution – Agreement)</i> <i>Review &amp; Comments:</i> _____		
<i>Initials:</i> _____ <i>Date:</i> _____ <i>Approved:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO		
<i>CITY MANAGER</i> <i>Recommendation:</i> _____		
<i>Initials:</i> _____ <i>Date:</i> _____ <i>Approved:</i> <input type="checkbox"/> YES <input type="checkbox"/> NO		
<i>CITY COUNCIL ACTION:</i> <input type="checkbox"/> Consent Calendar <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Continued to (Date) _____		
City Clerk Use Only		



**CITY OF HUNTINGTON PARK  
CLASS SPECIFICATION**

**ADMINISTRATIVE ASSISTANT-FINANCE**

Civil Service Status: Exempt Probationary Period: At-Will Classification Series: Support Staff/Secretarial/Office Series FLSA Status: Non-Exempt	Bargaining Unit: Non-Represented Employees Approved by City Council Resolution No.:
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*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

**DEFINITION**

Under the direction of the Director of Finance, this position assists in the operations of the Finance Department by handling, supervising and/or coordinating a number of administrative duties. In addition to acting as Department Secretary, the Administrative Assistant in Finance is responsible for coordinating all non-public safety telecommunications issues, including cellular service, and all non-public safety information technology issues and systems, performs related work as required.

**EXAMPLE OF DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

- Administers the Information Technology (IT) system for the City by reviewing daily network service and financial system;
- Troubleshoots problems, resets passwords, adds new users and installs upgrades;
- Coordinates software programs contracts;
- Works with City staff on Information Technology (IT) policy and procedures;
- Coordinates the contract for camera system and schedules repairs;
- Assembles the City's annual budget;
- Assists in the preparation of various financial presentations;
- Serves as the Chairperson of the City's inter-departmental Information Technology Committee;
- Coordinates all telecommunications service; including new service, maintenance, billing, cellular, data, auto attendant, and voicemail;
- Coordinates and insures the optimum operation and upgrades of the City's computer network system and software and the Finance Department financial system;
- Responsible for the optimum operation of the Finance Department printers, copiers, fax and signing machines;
- Interacts with City staff, vendors, consultants, and the general public;
- Plans, organizes, and performs a wide variety of administrative tasks and individual assignments given by the Director of Finance;
- Types, proofreads, and frequently prepares a variety of complex and confidential reports, letters, memorandums and other material;
- Receives and screens the Finance Department mail and telephone calls;
- Arranges travel, hotel reservations and registration fees for conventions, conferences, seminars, and workshops;
- Initiates and maintains the retention of the Finance Department filing system, financial reports, revenues, payments, payroll, payables, and all general documentation related to the Finance Department operations;

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**ADMINISTRATIVE ASSISTANT-FINANCE**

Civil Service Status: Exempt  
Probationary Period: At-Will  
Classification Series: Support Staff/Secretarial/Office Series  
FLSA Status: Non-Exempt

Bargaining Unit: Non-Represented Employees  
Approved by City Council  
Resolution No.:

(Continued)

- Under the direction of the Finance Director, reviews and monitors the City's bank accounts balances and cash flow on a daily basis;
- Administers department or division payroll systems and time records;
- Schedules meetings, notifies participants, and posts notices;
- Prepares and calendars employees' personnel action forms and performance evaluations;
- Prepares and distributes monthly departmental reports;
- Apply accurate English usage, spelling, grammar, and punctuation to written materials;
- Compose and prepare routine correspondence independently;
- Helps prepare, review and edit reports to City Council and committees;
- Exercises appropriate judgment, initiative, tact, courtesy and discretion in dealing with confidential and/or sensitive matters;
- Explains City and departmental policies to staff and public;
- Attends staff meetings and committee meetings;
- Serves as communication link to community members, City staff and other government agencies;
- Assigns and reviews work to assure timely and efficient completion of office staff assignments;
- Operates a variety of standard office equipment and machines which may include some but is not limited to the following: personal computer and related software, scanner, calculator, photo copying machine, shredder, fax machine, telephone, dictating equipment, etc.;
- Assumes responsibility for ensuring that the duties of the position are performed in a safe, and efficient manner;
- Performs other related duties as assigned or as situation requires.

**MINIMUM QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Good customer service practices;
- Functions and operations of Municipal Government and budgeting practices.
- Understanding of telecommunication equipment and information technology systems.
- Working knowledge of common office software programs such as Word, Excel, PowerPoint, and Publisher and other financial software;
- File, research and document organization in computer applications;
- Office policies, procedures and practices;
- Municipal Government technology;
- Business letter writing and business forms;
- Correct grammar usage, punctuation, spelling and vocabulary.

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**ADMINISTRATIVE ASSISTANT-FINANCE**

Civil Service Status: Exempt  
Probationary Period: At-Will  
Classification Series: Support Staff/Secretarial/Office Series  
FLSA Status: Non-Exempt

Bargaining Unit: Non-Represented Employees  
Approved by City Council  
Resolution No.:

**Skills:**

- Mathematical calculations such as addition, subtraction, multiplication and division;
- Possess skills in word processing, correspondence, spreadsheets and reports using a personal computer and word processing software applications;
- Type/word process at a rate of 55 words per minute accurately from clear, legible copy;
- May take verbal or taped dictation of 80 words per minute.

**Ability to:**

- Perform difficult and confidential secretarial work;
- Sort and verify statistical and other financial record data;
- Organize and maintain complex filing and record keeping systems;
- Analyze difficult administrative problems and develop sound conclusions and recommendations;
- Organize and prioritize, and follow-up work assignments;
- Train, supervise and provide direct work to subordinate staff;
- Demonstrate work initiative and good judgment;
- Types letters, memorandums and reports as directed by department or division head;
- Compose correspondence independently and/or from rough draft;
- Exercise independent judgment using discretion in making decisions based on standard policy or procedure;
- Independently manage a large volume of work assignments with a high degree of accuracy;
- Work independently under minimal supervision;
- Prepare and maintain important confidential reports and correspondence;
- Establish professional working relationships and resolve interpersonal conflicts;
- Effectively represent the department to concerned individuals, organizations and other public officials;
- Serve the public with tact and courtesy;
- Communicate effectively, verbally and in writing;
- Function in a team oriented environment;
- Deal effectively with all levels of employees and the public;
- Assume responsibility for providing effective customer service;
- Effectively handle stressful situations;
- Format information such as lists, tables, documents, correspondence, etc.;
- Observe safety principles and work in a safe manner;
- Handle confidential information with discretion;
- Understand and interpret the Municipal Code, MOU's, administrative policies and departmental rules, and other City policies related to job duties;
- Administer departmental/division records and organize and maintain complex filing and record keeping systems;
- Willingness to work overtime as requested.

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**ADMINISTRATIVE ASSISTANT-FINANCE**

Civil Service Status: Exempt  
Probationary Period: At-Will  
Classification Series: Support Staff/Secretarial/Office Series  
FLSA Status: Non-Exempt

Bargaining Unit: Non-Represented Employees  
Approved by City Council  
Resolution No.:

**Education and Experience Guidelines** – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:**

- Graduation from an accredited community college with the equivalent of a two (2) year Associate of Arts Degree; graduation from an accredited four (4) year college or university with a degree in Public Administration, Business Administration, or closely related field would be highly desirable.

**Experience:**

- Five (5) or more years of responsible, progressive administrative/secretarial relevant support work experience, preferably including some experience working with a local government agency. Additional relevant experience may substitute for some college education.

**License or Certificate:**

- A valid California Class C Driver's License and a satisfactory driving record;
- May be required to obtain a Notary Public License.

**Physical Requirements:**

- Must meet approved physical and pre-placement medical standards for the position.

**IT/Telecommunications assignment Pay:**

- The qualified employee in this position should receive assignment pay for the assigned duties in Information Technology and/or Telecommunications.

**Bilingual Pay:**

- Employees who qualify and are City-certified to speak and understand Spanish may be eligible to receive bilingual pay.



**CITY OF HUNTINGTON PARK  
CLASS SPECIFICATION**

**ADMINISTRATIVE ASSISTANT TO CHIEF OF POLICE**

Civil Service Status: Exempt Probationary Period: At-Will Classification Series: Support Staff/Secretarial/Office Series FLSA Status: Exempt	Bargaining Unit: Non-Represented Employees Approved by City Council Resolution No.:
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*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

**DEFINITION**

Under administrative direction to assist the Chief of Police by performing a variety of highly responsible complex and confidential administrative duties, preparing classified confidential information to be used in making administrative decisions, and performing difficult confidential administrative assistant work; ability to multi-task in a fast-paced environment using discretion and initiative; may supervise the work of others; and performs related duties as required.

**EXAMPLE OF DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

- Performs a wide variety of administrative and secretarial duties as required by daily operations in the Office of the Chief of Police;
- Organize and maintain paper and electronic files. Maintains calendar for the Chief of Police as well as the Assistant Chief of Police scheduling appointments, meetings and making travel arrangements;
- Represents Chief's office with integrity and ethics in assisting the public and City staff;
- Entails involvement in or knowledge of confidential matters which may entail criminal investigations and charges;
- Exercise appropriate judgment, initiative, tact, courtesy and discretion in dealing with confidential and/or sensitive matters;
- Maintains all Internal Affairs cases;
- Screen phone calls from citizens, community members, department personnel and city staff referring to appropriate resources for assistance;
- Responds to complaints and requests for information;
- Prepare correspondence from verbal instruction or notes. Compose letters and memorandums for Chief's review;
- Attends management staff meetings taking notes and distributing to departmental employees; attend other related police department meetings;
- Generates and maintains records for project assignments;
- Records and maintains a wide variety of important programs, reports and files which may include political, legal and law enforcement records required by Federal, State, Regional, County or other government agencies;
- Processes P.O.S.T. certificates for police personnel;
- Updates and maintains department personnel files and employee information;
- May be responsible for the assignment of petty cash monies;

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**ADMINISTRATIVE ASSISTANT TO CHIEF OF POLICE**

Civil Service Status: Exempt  
Probationary Period: At-Will  
Classification Series: Support Staff/Secretarial/Office Series  
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees  
Approved by City Council  
Resolution No.:

(Continued)

- Supervises subordinate personnel;
- Communicates clearly and concisely, both verbally and in writing;
- Explains City and departmental policies to staff and public;
- Assigns and reviews work to assure timely and efficient completion of assignments;
- Operates a variety of standard office equipment and machines which may include some but is not limited to the following: personal computer and related software, scanner, calculator, photo copying machine, shredder, fax machine, telephone, dictating equipment, etc.;
- Assumes responsibility for ensuring the duties of the position are performed in a safe and efficient manner;
- Performs other related duties as assigned or as situation requires.

**MINIMUM QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Functions, operations and objectives of Municipal Government;
- Good customer service practices;
- File, research and document organization in computer application;
- Office policies, procedures and practices;
- Municipal Government technology and terminology;
- Business letter writing and business forms;
- Correct grammar usage, punctuation, spelling and vocabulary.

**Skills:**

- Mathematical calculations such as addition, subtraction, multiplication and division;
- Possess skills in word processing, correspondence, spreadsheets and reports using a personal computer and word processing software applications;
- Type/word process 55 words per minute accurately from clean legible copy;
- May take verbal or taped dictation of 80 words per minute.

**Ability to:**

- Perform difficult and confidential, secretarial work;
- Sort and verify statistical and other financial record data;
- Organize and prioritize, and follow-up on work assignments;
- Multi-task effectively;

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**ADMINISTRATIVE ASSISTANT TO CHIEF OF POLICE**

Civil Service Status: Exempt  
Probationary Period: At-Will  
Classification Series: Support Staff/Secretarial/Office Series  
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees  
Approved by City Council  
Resolution No.:

(Continued)

- Provide a wide variety of work for the Chief of Police;
- Effectively report to the Chief of Police concerns by individuals, organizations, and other public agencies;
- Demonstrate work initiative and good judgment;
- Types letters, memorandums and reports as directed by Chief of Police;
- Exercise independent judgment using discretion in making decisions based on standard policy or procedure;
- Independently manage a large volume of work assignments with a high degree of accuracy;
- Work independently under minimal supervision;
- Prepare important confidential reports and correspondence;
- Establish professional working relationships and resolve interpersonal conflicts;
- Communicate effectively, verbally and in writing;
- Serve the public with tact and courtesy;
- Function in a team oriented environment;
- Assume responsibility for providing effective customer service;
- Effectively handle stressful situations;
- Format information such as lists, tables, documents, correspondence, etc.;
- Observe safety principles and work in a safe manner;
- Handle confidential information with discretion;
- Understand and interpret the Municipal Code, MOU's, administrative policies and departmental rules, and other City policies related to job duties;
- Administer Chief's records and organize and maintain complex confidential filing and record keeping systems;
- Willingness to work overtime as requested;
- Develop necessary skills from on the job training and meet the standards of performance or higher for the classification.

**Education and Experience Guidelines** – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:**

- Graduation from high school or attainment of GED (General Education Degree) or CHSPE (California High School Proficiency Examination) supplemented by course work in computer applications, business practices and procedures, or office procedures. Attainment of an Associate of Arts Degree or higher from an accredited college or university is highly desirable.

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**ADMINISTRATIVE ASSISTANT TO CHIEF OF POLICE**

Civil Service Status: Exempt  
Probationary Period: At-Will  
Classification Series: Support Staff/Secretarial/Office Series  
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees  
Approved by City Council  
Resolution No.:

**Experience:**

- Five (5) years or more of increasingly responsible secretarial experience progressive office experience including word processing, typing, public contact and customer service including two (2) years experience as assistant to an executive management level position. Some experience supervising employees is highly desirable.

**License or Certificate:**

- A valid California Class C Driver's License and a satisfactory driving record;
- May be required to obtain a Notary Public License.

**Physical Requirements:**

- Must meet approved physical and pre-placement medical standards for the position including a full background check and polygraph examination.

**Bilingual Pay:**

- Employees who qualify and are City-certified to speak and understand Spanish may be eligible to receive bilingual pay.



**CITY OF HUNTINGTON PARK  
CLASS SPECIFICATION**

**ADMINISTRATIVE ASSISTANT TO CITY COUNCIL**

Civil Service Status: Exempt Probationary Period: At-Will Classification Series: Support Staff/Secretarial/Office Series FLSA Status: Non-Exempt	Bargaining Unit: Non-Represented Employees Approved by City Council Resolution No.:
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*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

**DEFINITION**

Under general direction and supervision of the City Manager, this position performs a wide variety of responsible, difficult and important confidential secretarial and administrative duties for the City Council; assists the public by answering inquiries and complaints; and performs related work as required.

**EXAMPLE OF DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

- Performs confidential administrative support/secretarial duties for City Council;
- Represents City Manager's office with integrity and ethics in assisting the public and City staff;
- Drafts and prepares City proclamations and recognition certificates;
- Coordinates resolutions to complaints or inquiries given to City Council and follows-up to obtain solutions with affected departments and City staff;
- Plans, organizes and performs a variety of difficult confidential administrative, secretarial, clerical, and/or stenographic word processing and typing work;
- Composes letters from marginal notes and oral or written directions;
- Apply accurate English usage, spelling, grammar, and punctuation to written material;
- Opens and routes incoming mail;
- Composes and prepares routine correspondence independently;
- Communicates clearly and concisely, both verbally and in writing;
- Refers questions to appropriate authorities or resolves basic problems affecting the City;
- Indexes and files correspondence and reports;
- Maintains office records and files;
- Monitors budget expenditures, expenses and bills for the City Council;
- Makes travel arrangements, maintains calendars, schedules appointments, coordinates conferences, meetings, sends out invitations for a variety of official events of the City Council with City officials, local government, business, and members of the public;
- Administers City Council's payroll systems and time records;
- Orders and maintains office supplies;
- Manages, organizes and monitors City Council's mail and ensures timely review and response;
- Types and proofreads a wide variety of confidential reports, letters, memoranda, and develops office forms and report formats for use in the department;
- Acts in a public relations capacity representing the City Manager, City Council, and staff when answering inquiries and complaints by the public;

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**ADMINISTRATIVE ASSISTANT TO CITY COUNCIL**

Civil Service Status: Exempt  
Probationary Period: At-Will  
Classification Series: Support Staff/Secretarial/Office Series  
FLSA Status: Non-Exempt

Bargaining Unit: Non-Represented Employees  
Approved by City Council  
Resolution No.:

(Continued)

- May take and transcribe oral and/or machine dictation of letters, memorandums and other materials which may include some technical terminology;
- Provides administrative, secretarial and office assistance to the City Manager's Office and the Human Resources Division;
- Accountable for the accurate and efficient recording of financial transactions;
- Prepares and distributes monthly departmental reports;
- Helps prepare, review and edit reports to City Council, commissions and/or committees;
- Exercise appropriate judgment, initiative, tact, courtesy and discretion in dealing with confidential and/or sensitive matters;
- Explains City and departmental policies to staff and public;
- May attend staff meetings and committee meetings;
- Serves as communication link to community members, City staff and other government agencies;
- Assigns to and reviews work to assure timely and efficient completion of assignments;
- Operates a variety of standard office equipment and machines which may include some but is not limited to the following: personal computer and related software, scanner, calculator, photo copying machine, shredder, fax machine, telephone, dictating equipment, etc.;
- Assumes responsibility for ensuring the duties of the position are performed in a safe and efficient manner;
- Performs other related duties as assigned or as situation requires.

**MINIMUM QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Functions, operations and objectives of Municipal Government;
- Good customer service practices;
- File, research and document organization in computer application;
- Office policies, procedures and practices;
- Municipal Government technology and terminology;
- Business letter writing and business forms;
- Correct grammar usage, punctuation, spelling and vocabulary.

**Skills:**

- Mathematical calculations such as addition, subtraction, multiplication and division;
- Possess skills in word processing, correspondence, spreadsheets and reports using a personal computer and word processing software applications;
- Type/word process 55 words per minute accurately from clean legible copy;

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**ADMINISTRATIVE ASSISTANT TO CITY COUNCIL**

Civil Service Status: Exempt  
Probationary Period: At-Will  
Classification Series: Support Staff/Secretarial/Office Series  
FLSA Status: Non-Exempt

Bargaining Unit: Non-Represented Employees  
Approved by City Council  
Resolution No.:

(Continued)

- May take verbal or taped dictation of 80 words per minute.

**Ability to:**

- Perform difficult and confidential, secretarial work;
- Sort and verify statistical and other financial record data;
- Organize and prioritize, and follow-up work assignments;
- Provide a wide variety of work to the City Council and City Manager;
- Effectively report to the City Council and City Manager with concerns by individuals, organizations, and other public agencies;
- Demonstrate work initiative and good judgment;
- Types letters, memorandums and reports as directed by City Council and/or City Manager;
- Exercise independent judgment using discretion in making decisions based on standard policy or procedure;
- Independently manage a large volume of work assignments with a high degree of accuracy;
- Work independently under minimal supervision;
- Prepare important confidential reports and correspondence;
- Establish professional working relationships and resolve interpersonal conflicts;
- Communicate effectively, verbally and in writing;
- Serve the public with tact and courtesy;
- Function in a team oriented environment;
- Assume responsibility for providing effective customer service;
- Effectively handle stressful situations;
- Format information such as lists, tables, documents, correspondence, etc.
- Observe safety principles and work in a safe manner;
- Handle confidential information with discretion;
- Understand and interpret the Municipal Code, MOU's, administrative policies and departmental rules, and other City policies related to job duties;
- Administer City Council records and organize and maintain complex confidential filing and record keeping systems;
- Willingness to work overtime as requested;
- Develop necessary skills from on the job training and meet the standards of performance or higher for the classification.

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**ADMINISTRATIVE ASSISTANT TO CITY COUNCIL**

Civil Service Status: Exempt  
Probationary Period: At-Will  
Classification Series: Support Staff/Secretarial/Office Series  
FLSA Status: Non-Exempt

Bargaining Unit: Non-Represented Employees  
Approved by City Council  
Resolution No.:

**Education and Experience Guidelines** – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:**

- Graduation from high school or attainment of GED (General Education Degree) or CHSPE (California High School Proficiency Examination) supplemented by course work in computer applications, business practices and procedures, or office procedures. Attainment of an Associate of Arts Degree or higher from an accredited college or university is highly desirable.

**Experience:**

- Five (5) years or more of secretarial/office assistant, progressive office experience including word processing, typing, public contact and customer service. Some experience supervising employees is highly desirable.

**License or Certificate:**

- A valid California Class C Driver's License and a satisfactory driving record;
- May be required to obtain a Notary Public License.

**Physical Requirements:**

- Must meet approved physical and pre-placement medical standards for the position.

**Bilingual Pay:**

- Employees who qualify and are City-certified to speak and understand Spanish may be eligible to receive bilingual pay.



**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**ADMINISTRATIVE SPECIALIST**

Civil Service Status: Exempt Probationary Period: At-Will Classification Series: Support Staff/Secretarial/Office Series FLSA Status: Non-Exempt	Bargaining Unit: Non-Represented Employees Approved by City Council Resolution No.:
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*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

**DEFINITION**

Under general supervision, performs a variety of moderate to highly complex clerical duties for a department; assume significant functional responsibilities directly related to the department assigned; conducts special surveys, studies and analysis; assists the public by answering inquiries; performs related work as required.

**EXAMPLE OF DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

- Interacts with City staff and the general public;
- Respond to employee and public inquiries and complaints; resolve problems or provide required information;
- Types a variety of materials from notes, rough drafts and verbal instructions;
- Prepare, process and perform administrative support duties related to assigned department;.
- Assist in the coordination of departmental activities with other City Departments, divisions, and with outside agencies;
- Provide basic research assistance to the department assigned;
- Operates a variety of modern office equipment including PC and related software;
- Update and maintain the Police Department website as well as other social media outlets;
- Provide crime statistic reports;
- Posts records and maintains files;
- Receives and screens office mail and phone calls and arranges appointments;
- Orders and maintains office supplies;
- Prepare and process invoices, collection reports, check request and purchase orders;
- Performs other related duties as assigned or as situation requires.

**MINIMUM QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Good customer service practices;
- Basic practices in file research and document organization in a computer application;
- Correct grammatical usage, punctuation, spelling and vocabulary;

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**ADMINISTRATIVE SPECIALIST**

Civil Service Status: Exempt  
Probationary Period: At-Will  
Classification Series: Support Staff/Secretarial/Office Series  
FLSA Status: Non-Exempt

Bargaining Unit: Non-Represented Employees  
Approved by City Council  
Resolution No.:

(Continued)

- Clerical office procedures;
- File, research and document organization in computer applications;
- Municipal Government technology;
- Business letter writing and business forms;

**Skills:**

- Maintaining accurate records and filing systems;
- Possess skills in word processing, correspondence, spreadsheets, and reports using a personal computer and word processing software application;
- Mathematical calculations such as addition, subtraction, multiplication and division;
- Type/word process 45 words per minute accurately.

**Ability to:**

- Comply with meeting positions requirements;
- Understand various documents to be processed and analyzed;
- Exercise independent judgment using discretion in making decisions based on standard policy or procedure;
- Independently manages a large volume of documents with a high degree of accuracy;
- Work independently under minimal supervision;
- Prepare reports and maintain records;
- Communicate effectively verbally and in writing;
- Serve the public with tact and courtesy;
- Function in a team oriented environment;
- Effectively handle stressful situations;
- Format information such as lists, tables, documents, correspondence, etc.
- Handle confidential information with discretion;
- Maintain a filing system;
- Maintain accuracy while performing routine repetitive tasks;
- Willingness to work overtime as requested;
- Establish professional working relationships and resolve interpersonal conflicts.
- Operate modern office equipment, a PC and related software;
- Sort and verify statistical and other financial record data;
- Organize and prioritize, and follow-up work assignments;
- Observe safety principles and work in a safe manner.

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**ADMINISTRATIVE SPECIALIST**

Civil Service Status: Exempt  
Probationary Period: At-Will  
Classification Series: Support Staff/Secretarial/Office Series  
FLSA Status: Non-Exempt

Bargaining Unit: Non-Represented Employees  
Approved by City Council  
Resolution No.:

**Education and Experience Guidelines** – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:**

- Graduation from high school or attainment of GED (General Education Degree) or CHSPE (California High School Proficiency Examination) supplemented by course work in computer applications, business practices and procedures. Attainment of an Associate of Arts Degree or higher from an accredited college or university is highly desirable.

**Experience:**

- Three (3) years of clerical office experience including word processing, typing and public contact.

**License or Certificate:**

- A valid California Class C Driver's License and a satisfactory driving record;
- May be required to obtain a Notary Public License.

**Physical Requirements:**

- Must meet approved physical and pre-placement medical standards for the position including a full background check and polygraph examination.

**Bilingual Pay:**

- Employees who qualify and are City-certified to speak and understand Spanish may be eligible to receive bilingual pay.



**CITY OF HUNTINGTON PARK  
CLASS SPECIFICATION**

**ASSISTANT CITY MANAGER**

Civil Service Status:	Exempt	Bargaining Unit:	Non Represented Employees
Probationary Period:	At-Will	Approved by City Council:	
Classification Series:	City Manager	Resolution No.:	
FLSA Status:	Exempt		

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

**DEFINITION**

Under general direction of the City Manager, this executive position performs highly responsible managerial, analytical, administrative, and coordinative work for the City Manager in a variety of City program areas; assist the City Manager in coordinating and directing city-wide departmental activities; performs the duties of City Manager during his/her absence and performs other related work as required.

**EXAMPLE OF DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

- Assist in the development and implementation of goals, objectives, policies and priorities;
- Oversee several program areas of the City Manager's office including: personnel, business services, communications, budgeting, and community services;
- Prepares correspondence, reports, and directives for the City Manager;
- Conducts research, makes reports and recommendations both orally and in writing;
- Oversees community promotion and public information efforts for the City;
- Participates, as assigned, in the development and implementation of goals, objectives, policies and priorities for citywide government and the City Manager's Office;
- Perform comprehensive management analyses in a wide range of municipal policies, organization, procedures, finance and services;
- Serves as administrative liaison to the City Council, City Commissions, and various community organizations and attends City Council and other public meetings as required;
- Represents the City in City Council meetings, special commission and boards, the community at large, and at professional meetings as required;
- Coordinates the preparation of departmental agenda items of the City Council;
- Participates in coordination and preparation of the departmental and/or citywide budget, funding mechanisms and budget control activities;
- Oversees Cable Franchise and Public Access programming;
- May serve as the City's chief labor relations negotiator and administer the labor relations program, including the grievance process;
- Assist the City Manager in coordinating municipal and interdepartmental operations; may serve as the City Manager's representative in the review of internal affairs;
- Conducts special investigations and organizational reviews as directed by the City Manager;
- Relieves the City Manager of a variety of administrative and technical duties;

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**ASSISTANT CITY MANAGER**

Civil Service Status:	Exempt	Bargaining Unit:	Non Represented Employees
Probationary Period:	At-Will	Approved by City Council:	
Classification Series:	City Manager	Resolution No.:	
FLSA Status:	Exempt		

- Responsibilities may include direct or indirect supervision of administrative professional staff, department management staff, technical or clerical personnel;
- Assists in the planning, coordinating, and directing the activities of the various departments and determining Council policy is properly followed and adhered to;
- Monitors pending and approved state and federal legislation affecting the City;
- Analyzes, interprets and applies policies and procedures within assigned areas and for the City government as a whole;
- Establishes positive working relationships with representatives of community organizations, state/local agencies and association, City management and staff, and the public;
- Process complaints and requests received by the City Manager's office by obtaining needed information and preparing replies;
- Assumes responsibility for ensuring the duties of the position are performed in a safe, efficient manner;
- Performs other related duties as assigned or as situation requires.

**MINIMUM QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Ordinances, resolutions, and laws affecting municipal government operations;
- Principles and procedures of public administration, municipal management, organization, functions and operations;
- Current federal, state and local legislation pertaining to municipal management;
- Current social, political and economic trends and operating problems of municipal government;

**Skills:**

- Possesses skills and knowledge to use personal computer, to utilize word processing software for general correspondence, and spreadsheets to create financial reports;
- Methods of analyzing, evaluating and modifying administrative procedures, and administration of a departmental budget;
- Applying common sense and logic in decision making.

**Ability to:**

- Prepare and present concise and comprehensive written and oral reports;
- Evaluate and make recommendation on improvements to existing departments and municipal operations;
- Analyze, interpret, summarize, and present administrative and technical information data in an effective manner;

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**ASSISTANT CITY MANAGER**

Civil Service Status:	Exempt	Bargaining Unit:	Non Represented Employees
Probationary Period:	At-Will	Approved by City Council:	
Classification Series:	City Manager	Resolution No.:	
FLSA Status:	Exempt		

- Negotiate and administer contractual agreements;
- Handle confidential information with discretion;
- Communicate effectively both orally and in writing;
- Establish and maintain cooperative and effective relationships with the City Council, staff, fellow employees, and the public;
- Plan assign, and direct the work of subordinate employees;
- Understand and interpret provisions of the Municipal Code, MOU's, Civil Service Rules and Regulations, administrative policies and departmental rules and other City policies related to job duties;
- Review and evaluate employees job performance;
- Effectively supervise subordinates;
- Foster a teamwork environment;
- Plan, organize and prioritize work duties and assignments;
- Analyze trends, problems and to develop long range plans;
- Lead, coach, instruct and motivate employees;
- Provide leadership;
- Effectively handle stressful situations;
- To initiate, recommend and carry out personnel actions as required;
- Organize, assign, schedule and delegate workload among employees;
- Speak before groups of people;
- Effectively manage workplace diversity issues;
- Work necessary hours and times to accomplish goals, objectives and required tasks;
- Deal with all levels of employees and the public;
- Initiate and accomplish work in a timely manner;
- Assume responsibility for providing effective customer service;
- Assume responsibility for maintaining a safe working environment;
- Develop necessary skills from on-the-job training and meet the standards of performance for the classification.

**Education and Experience Guidelines** – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:**

- Graduation from an accredited four-year college or university with a degree in Public Administration, Business Administration, Political Science, or other closely related field.

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**ASSISTANT CITY MANAGER**

Civil Service Status:	Exempt	Bargaining Unit:	Non Represented Employees
Probationary Period:	At-Will	Approved by City Council:	
Classification Series:	City Manager	Resolution No.:	
FLSA Status:	Exempt		

**Experience:**

- Five (5) years of increasingly responsible administrative experience in an administrative capacity for a local government agency, preferably with supervisory and personnel experience. Master's degree in Public Administration or related field is highly desirable.

**License:**

- A valid California Class C Driver's License and a satisfactory driving record.

**Physical Requirements:**

- Must meet approved physical and pre-placement medical standards for the position.

**Bilingual Pay:**

- Employees who qualify and are City-certified to speak and understand Spanish may be eligible to receive bilingual pay.



**CITY OF HUNTINGTON PARK  
CLASS SPECIFICATION**

**EXECUTIVE ASSISTANT TO CITY MANAGER**

Civil Service Status: Exempt Probationary Period: At-Will Classification Series: Support Staff/Secretarial/Office Series FLSA Status: Exempt	Bargaining Unit: Non-Represented Employees Approved by City Council Resolution No.:
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*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

**DEFINITION**

Under direction and supervision of the City Manager, this position performs advanced-level administrative office and management support duties for the City Manager and/or City Council requiring initiative, independent judgment and decision making; functions as a confidential employee; supervises the work of others; and performs related duties as required.

**EXAMPLE OF DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

- Performs confidential administrative support/secretarial duties for the City Manager, and/or City Council;
- Provide supervision in the operation of an office;
- Represents City Manager's office with integrity and ethics in assisting the public and City staff;
- Exercise, appropriate judgment, initiative, tact, courtesy and discretion in dealing with confidential and/or sensitive matters;
- Receives and reviews incoming correspondence, and researches and drafts appropriate responses as delegated or directs to appropriate department for investigation and response;
- Maintains complex confidential filing systems;
- Initiates, researches, writes and finalizes a variety of written materials for accuracy, completeness and conformance with applicable rules and regulations;
- Independently prepares and composes a variety of routine correspondence and selected reports for review/signature by the City Manager;
- Apply accurate English usage, spelling, grammar, and punctuation to written materials;
- Works closely with and prepares materials for City officials on highly sensitive and confidential matters; provides information to others requiring in-depth knowledge of City activities, business and policies; responds to or refers inquiries for services to appropriate resources;
- Receives and evaluates customer complaints directed to high level City officials and recommends and/or initiates an appropriate course of action;
- Tracks, monitors and provides follow-up on complaints and their resolution with City Management and City Council;
- Prepares City Council agenda items, documents, staff reports, and supporting information;
- Prepares special reports, such as "Weekend Report from City Manager to City Council";

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**EXECUTIVE ASSISTANT TO CITY MANAGER**

Civil Service Status: Exempt Probationary Period: At-Will Classification Series: Support Staff/Secretarial/Office Series FLSA Status: Exempt	Bargaining Unit: Non-Represented Employees Approved by City Council Resolution No.:
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(Continued)

- Makes travel arrangements, maintains calendars and schedules appointments, coordinates conferences and meetings and a variety of official events for the City Manager and/or City Council with City Officials, local government, businesses, and members of the public in the absence of the Administrative Assistant to City Council;
- Collects and compiles statistical, financial and other information for special or periodic reports;
- Initiates and maintains a variety of files and records of information, maintains and updates manuals and other resource materials;
- Serve as communication link to community members, City staff and other government agencies;
- Trains, supervises and provides work direction to office support staff;
- Assigns and reviews work to assure timely and efficient completion of office staff assignments;
- Takes and transcribes dictation from a machine, rough draft or shorthand;
- Maintains records of departmental expenditures;
- Operates a variety of standard office equipment and machines which may include some, but not limited to the following; personal computer and related software, scanner, calculator, photo copying machine, shredder, fax machine, telephone, dictating equipment, etc.;
- Prepares purchase requisitions and payment of invoices;
- Orders supplies and equipment;
- Assumes responsibility for ensuring that the duties of the position are performed in a safe, and efficient manner;
- Performs other related duties as assigned or as situation requires.

**MINIMUM QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Functions, operations and objectives of Municipal Government;
- Good customer service practices;
- File, research and document organization in computer application;
- Policies, procedures and practices of office administration;
- Municipal Government technology and terminology;
- Business letter writing and business forms;
- Correct grammar usage, punctuation, spelling and vocabulary.

**Skills:**

- Mathematical calculations such as addition, subtraction, multiplication and division;
- Possess skills in word processing, correspondence, spreadsheets and reports using a personal computer and software applications;
- Type/word process 55 words per minute accurately from clear legible copy;
- May take verbal or taped dictation of 80 words per minute.

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**EXECUTIVE ASSISTANT TO CITY MANAGER**

Civil Service Status: Exempt  
Probationary Period: At-Will  
Classification Series: Support Staff/Secretarial/Office Series  
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees  
Approved by City Council  
Resolution No.:

**Ability to:**

- Perform difficult confidential secretarial work;
- Sort and verify statistical and other financial record data;
- Organize, prioritize, and follow-up work assignments;
- Provide a wide variety of work assistance to City officials;
- Analyze difficult administrative problems and develop and present sound conclusions and recommendations;
- Effectively represent the City and City Manager to concerned individuals, organizations and other public agencies;
- Train, supervise and provide direct work to subordinate staff;
- Demonstrate work initiative and good judgment;
- Types letters, memorandums and reports as directed by City Manager or City Council;
- Exercise independent judgment using discretion in making decisions based on standard policy or procedure;
- Independently manage a large volume of work assignments with a high degree of accuracy;
- Work independently under minimal supervision;
- Prepare important confidential reports, statistical reports and correspondence;
- Establish professional working relationships and resolve interpersonal conflicts and disputes;
- Communicate effectively verbally and in writing;
- Serve the public with tact and courtesy;
- Function in a team oriented environment;
- Assume responsibility for providing effective customer service;
- Effectively handle stressful situations;
- Format information such as lists, tables, documents, correspondence, etc.
- Observe safety principles and work in a safe manner;
- Handle confidential information with discretion;
- Understand and interprets the Municipal Code, MOU's, administrative policies and departmental rules and other City policies related to job duties;
- Administer City Manager's records and organize and maintain complex confidential filing and record keeping systems;
- Willingness to work overtime as requested;
- Develop necessary skills from on-the-job training and meet the standards of performance or higher for the classification.

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**EXECUTIVE ASSISTANT TO CITY MANAGER**

Civil Service Status: Exempt  
Probationary Period: At-Will  
Classification Series: Support Staff/Secretarial/Office Series  
FLSA Status: Exempt

Bargaining Unit: Non-Represented Employees  
Approved by City Council  
Resolution No.:

**Education and Experience Guidelines** – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:**

- Graduation from high school or attainment of GED (General Education Degree) or CHSPE (California High School Proficiency Examination) supplemented by course work in computer applications, business practices and procedures, or office procedures. Attainment of an Associate of Arts Degree or higher from an accredited college or university.

**Experience:**

- Five (5) years or more of secretarial/office, progressive office experience including word processing, typing, public contact, customer service, and experience in supervising other employees.

**License or Certificate:**

- A valid California Class C Driver's License and a satisfactory driving record;
- May be required to obtain a Notary Public License.

**Physical Requirements:**

- Must meet approved physical and pre-placement medical standards for the position.

**Bilingual Pay:**

- Employees who qualify and are City-certified to speak and understand Spanish may be eligible to receive bilingual pay.



## CITY OF HUNTINGTON PARK CLASS SPECIFICATION

### HUMAN RESOURCES ASSISTANT

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by City Council:	
Classification Series:	Human Resources	Resolution No.:	
FLSA Status:	Non-Exempt		

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

#### **DEFINITION**

Under direct supervision of the Human Resources Supervisor this administrative support position, performs Human Resources specialized, clerical and professional work that requires a high degree of discretion and judgment in examination, compensation, classification, recruitment, training and employee relations and performs other related work as required.

#### **EXAMPLE OF DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

- Drafts and word-processes letters, notices and memos to candidates and raters participating in a variety of selection processes;
- Assists other agencies by providing applicant data for law enforcement backgrounds;
- Prepares written and oral exam materials under direction;
- Grades test materials under supervision;
- Obtains oral board raters from other agencies, and assists others cities in locating raters from Huntington Park;
- Maintains contacts with other agencies for mutual assistance in recruitment/ selection activities;
- Prepares and distributes job bulletins and examination materials;
- Coordinates selection processes as assigned, including recruitment, evaluating applications and developing and administering examinations;
- Prepares recruitment ads and submits to appropriate newspapers, publications and/or websites;
- Conducts salary and benefit surveys and prepares related reports;
- Maintains employee personnel records and files and processes personnel transactions;
- Assists with general office reception duties;
- Responds to a variety of questions from employees and the public regarding job application procedures, and a wide variety of other personnel related matters;
- Interprets and explains Personnel Rules and Regulations, Civil Service Rules and Regulations, MOU's, employee benefits and other policies and programs to City employees;
- Assists in formal job analysis processes and job audits as directed;
- Assists in the development of personnel forms and informational materials;
- Reviews, updates and revises class specifications, and assist in development of new class specifications;
- Prepares agenda reports under supervision and other clerical duties for the Human Resources Office and Civil Service Commission;
- Posts recruitment information of the Human Resources Division, internet site and job hotline;
- Retrieves and processes requests for City application materials;

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**HUMAN RESOURCES ASSISTANT**

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by City Council:	
Classification Series:	Human Resources	Resolution No.:	
FLSA Status:	Non-Exempt		

(Continued)

- Performs other secretarial and clerical duties as required;
- Assumes responsibility for ensuring that the duties of the position are performed in a safe, and efficient manner;
- Performs other related duties as assigned or as the situation requires.

**MINIMUM QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Sound Human Resources principles and practices;
- Methods of recruitment, testing and selections;
- Classification and compensation and employee benefits;
- Basic mathematical operations including statistics such as averages, percentages and ratios;
- Good customer service practices;
- Office practices and procedures, office equipment, records and filing systems;
- Alphabetical and numerical filing;
- English grammar usage, spelling, punctuation, and business vocabulary.

**Skills:**

- Possess skills in word processing general correspondence, spreadsheets and reports using a personal computer and software applications;
- Type at a speed of 50 words per minute;
- In planning, organizing and prioritizing work.

**Ability to:**

- Deal effectively with persons of various social cultural, economic and educational backgrounds, using tact and discretion;
- Make independent judgments and decisions on standard policy and procedures;
- Prepare clear, complete and accurate reports;
- Follow oral and written instructions;
- Proofread and check words and numbers quickly and accurately;
- Read, write, communicate effectively and comprehend directions;
- Work with frequent interruptions and changing of completing deadlines;
- Handle many different Human Resources projects and assignments;
- Respond in a timely and accurate basis to employee and public inquires and complaints in a courteous and tactful manner;
- Establish and to maintain an effective working relationship with employees and the public;

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**HUMAN RESOURCES ASSISTANT**

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by City Council:	
Classification Series:	Human Resources	Resolution No.:	
FLSA Status:	Non-Exempt		

(Continued)

- Understand and interpret provisions of the Municipal Codes, M.O.U's, Civil Service Rules and Regulations, administrative policies, departmental rules and other City policies related to job duties;
- Handle confidential information with discretion;
- Communicate effectively both orally and in writing form;
- Effectively handle stressful situations;
- Work overtime as required;
- Maintain professionalism, attitude, attire, relationships, work product and confidentiality;
- Assume responsibility for maintaining a safe working environment;
- Develop necessary skills from on-the-job training and meet standards of performance for the classification by the end of the probationary period.

**Education and Experience Guidelines** – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:**

- Graduation from high school or attainment of GED (General Education Degree) or CHSPE (California High School Proficiency Examination).

**Experience:**

- Three (3) years of progressive responsible clerical and technical aspects of Human Resources working including examination, compensation, classification, testing and/or recruitment.

**License:**

- A valid California Class C Driver's License and a satisfactory driving record.

**Physical Requirements:**

- Must meet approved physical and pre-placement medical standards for the position.

**Bilingual Pay:**

- Employees who qualify and are City-certified to speak and understand Spanish may be eligible to receive bilingual pay.



**CITY OF HUNTINGTON PARK  
CLASS SPECIFICATION**

**HUMAN RESOURCES SUPERVISOR**

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by City Council:	
Classification Series:	Human Resources	Resolution No.:	
FLSA Status:	Exempt		

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

**DEFINITION**

Under direction of the City Manager this mid-management position administers, coordinates and participates in a wide variety of professional-level Human Resources functions such as recruitment and selection, classification, compensation, employee benefits, employee relations, contract negotiations, equal employment opportunity, safety, workers' compensation, employment and training and performs other related work as required.

**EXAMPLE OF DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

- Develops plans, organizes, directs, supervises and/or evaluates the activities of the Human Resources Division;
- Assist in the development and administration of the Division budget, supervision, training and evaluation of staff members;
- Development and implementation of Human Resources policies and procedures;
- Performs increasing difficult and responsible duties relating to various aspects of Human Resources administration;
- Interprets the Personnel Rules and Regulations, MOU's, Civil Service Rules and Regulations, salary schedules and other relevant documents;
- Conducts surveys, develops and gathers data, conducts analysis of data used in Labor Relations contract negotiations, participates in negotiations and contract administration;
- Performs independent research and analysis of Human Resources issues and submits recommendations;
- Prepares written reports and makes formal oral presentations to managers, executives, City Council, Civil Service Commissioners, and community-based organizations;
- Serves as staff and Secretary to the Civil Service Commission; schedules and conducts meetings; coordinates appeal hearings;
- Conducts studies and administrative investigations relating to Human Resources issues, Civil Service Appeals, discrimination complaints and grievances, prepares written reports of findings, and recommends appropriate action;
- Administers employee benefits programs;
- Coordinates Workers' Compensation program with third-party administrator;
- Performs classification studies and prepares classification specifications;
- Develops and administers standardized employment exams, performance test and oral boards; computes scores and may establish passing points and eligibility lists. Acts as staff coordinator in the assignment and review of all recruitment process;

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**HUMAN RESOURCES SUPERVISOR**

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by City Council:	
Classification Series:	Human Resources	Resolution No.:	
FLSA Status:	Exempt		

(Continued)

- Designs, coordinates and conducts training programs in human relations and organizational development issues;
- Assumes responsibility for ensuring that the duties of the position are performed in a safe, and efficient manner;
- Performs other related duties as assigned or as situations requires.

**MINIMUM QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Sound Human Resources principles and practices;
- Methods of recruitment, testing and selection;
- Public Sector Employee Relations;
- Classifications, compensation and employee benefits;
- Workers' Compensation policies and programs;
- Good customer service practices;
- Complaint investigation and conflict resolution techniques.

**Skills:**

- Possess skills in word processing general correspondence, spreadsheets and reports using a personal computer and software applications;
- In planning, organizing and prioritizing work.

**Ability to:**

- Plan, supervise and administer the operation of the Human Resources Division;
- Supervise, lead, train, coach, motivate and evaluate professional, technical, and clerical employees;
- Prepare clear, concise, complete and accurate reports and schedules;
- Communicate effectively both orally and in written form;
- Respond in a timely and accurate basis to employee and public inquiries and complaints in a courteous and tactful manner;
- Foster a teamwork environment;
- Deal effectively with persons of various social cultural, economic and educational backgrounds, using tact and discretion;
- Establish and maintain effective working relationships with employees, public officials and the public;
- Maintain professionalism in attitude, attire, relationships, work product and confidentiality;

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**HUMAN RESOURCES SUPERVISOR**

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by City Council:	
Classification Series:	Human Resources	Resolution No.:	
FLSA Status:	Exempt		

(Continued)

- Understand and interpret provisions of the municipal code, MOU's, Civil Service Rules & Regulations, administrative policies and departmental rules and other City policies related to job duties;
- Review and evaluate employee's job performance;
- Foster a teamwork environment;
- Plan, organize and prioritize work duties and assignments;
- Provide leadership;
- Provide work instructions;
- Initiate, recommend and carry out personnel actions as required;
- Organize, assign, schedule and delegate workload among employees;
- Speak before groups of people;
- Effectively managed workplace diversity issues in a diverse organization;
- Work necessary hours and times to accomplish goals, objectives and required tasks;
- Deal with all levels of employees and the public;
- Initiate and accomplish work in a timely manner;
- Assume responsibility for providing effective customer service;
- Effectively handle stressful situations;
- Establish professional working relationships and resolve interpersonal conflicts;
- Handle confidential information with discretion;
- Work overtime as requested;
- Performs other related duties as assigned or as the situation requires;
- Develop necessary skills from on-the-job training and meet standards of performance or higher for the classification.

**Education and Experience Guidelines** – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:**

- Graduated from an accredited college or university with a Bachelor's degree in Human Resources Administration, Business Administration, Public Administration, or other related field.

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**HUMAN RESOURCES SUPERVISOR**

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by City Council:	
Classification Series:	Human Resources	Resolution No.:	
FLSA Status:	Exempt		

**Experience:**

- Five (5) years of increasingly responsible experience in Public Sector Human Resources Administration and including two (2) years in a supervisory capacity which required the applicant to obtain general knowledge of the following areas recruitment, testing and selection, job analysis, classification and compensation, labor relations employee, training and development, safety, risk management and/or workers' compensation.
- Additional related experience may be substituted for the required education on a year-to-year basis to the extent that the experience has prepared the individual to perform the duties of the position.

**License:**

- A valid California Class C Driver's License and a satisfactory driving record.

**Physical Requirements:**

- Must meet approved physical and pre-placement medical standards for the position.

**Bilingual Pay:**

- Employees who qualify and are City-certified to speak and understand Spanish may be eligible to receive bilingual pay.



# CITY OF HUNTINGTON PARK

## CLASS SPECIFICATION

### FINANCE MANAGER

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At -Will	Approved by City Council:	
Classification Series:	Finance	Resolution No.:	
FLSA Status:	Exempt		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.

#### **DEFINITION**

Under general direction of and in collaboration with the Director of Finance this management position, coordinates and supervises the day to day activities of the accounting division of the Finance Department; coordinates assigned program activities with other programs and outside agencies and organizations; coordinates assigned program activities with other programs and outside agencies and organizations; provides professional, administrative and technical financial support to the Finance Department; may assume full responsibility for department activities in the absence of the Director of Finance; and does other work as required.

#### **EXAMPLE OF DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

- Assists the Director of Finance in the day-to-day operation of the Finance Department, including oversight of the following key functional areas: payroll, accounts payable, accounts receivable, fixed assets, employee benefits, budget, and grant accounting;
- Prepares reports for the federal, state and county government including the Comprehensive Annual Financial Report (CAFR), and its component parts;
- Oversee and supervise the Revenue Division (i.e. revenue counter /cashier), including all functions related to business license, utility billing, and parking citations;
- Assists in the development and administration of the City's budget;
- Analyzes and recommends revisions to accounting procedures;
- Supervises, trains and evaluates personnel, ensures that duties are performed in a safe and efficient manner;
- Periodically review City's revenue and expense accounts to ensure the accurate and efficient recording of all financial transactions;
- Performs quantitative and cost-benefit analysis for various projects;
- Reviews and provides recommended changes for various City and Finance Department procedures;
- Assists in the preparation of financial management reports and presentations;
- Assists in the administration of service contracts;
- Serves as a resource for assigned program activities;
- Prepares financial and operation reports; and serves as liaison to the City auditors;
- Prepares financial and operational reports;
- Reviews monthly bank reconciliations to ensure accuracy and timelines;
- Assists in the administration of service contracts;
- May assume full responsibility for department in the absence of the Director of Finance;

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**FINANCE MANAGER**

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At -Will	Approved by City Council:	
Classification Series:	Finance	Resolution No.:	
FLSA Status:	Exempt		

(Continued)

- Provides information and resources to City officials and other organizations;
- Performs various special projects as assigned by the Director of Finance.

**MINIMUM QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- The principles and practices of governmental fund accounting, including payroll, employee benefits, fund management, budgeting and reporting;
- Federal, state and local laws, codes and regulations regarding financial reporting and audits;
- Principles of supervision, training and performance evaluation;
- Budgetary processes, controls and systems;
- Laws and regulations relating to purchasing in a municipality;
- Techniques in the preparation of complex financial reports and analyses;
- Applications and principles of data processing and automated accounting and payroll systems;
- State and Federal grants administration.
- Experience in Redevelopment accounting and reporting;

**Skills:**

- Skills in word processing general correspondence, spreadsheets, and reports using a personal computer and software applications;
- The ability to impart the need for quality customer service.

**Ability to:**

- Plan, supervise and administer the operation of complex financial activities;
- Supervise, train and evaluate professional, technical, and clerical employees;
- Prepare accurate, clear, concise, complete and accurate financial statements, schedules, and reports;
- Work necessary hours and times to accomplish goals, objectives and required tasks;
- Analyze, interpret and explain program policies and procedures;
- Develop, revise, install and utilize manual and automated accounting systems and procedures;
- Prepare varied and complex financial statements and reports;
- Identify and implement proper internal controls over cash receipts, cash disbursements and payroll activities;
- Communicate effectively both verbally and in written form, and be able to communicate effectively to the public;

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**FINANCE MANAGER**

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Classification Series:	Finance	Resolution No.:	
FLSA Status:	Exempt		

(Continued)

- Respond in a timely and accurate basis to public inquiries and complaints in a courteous and tactful manner;
- Foster a teamwork environment;
- Establish and maintain effective working relationships with employees, public officials and the public in the course of work;
- Assume responsibility for providing effective customer service and effectively handle irate customers;
- Maintain professionalism in attitude, attire, relationships, work product and confidentiality;
- Understand and interpret provisions of the municipal code, MOU's, Administrative Policies and Departmental Rules and other City Policies related to job duties;
- Plan, organize and prioritize work duties and assignments;
- Review and evaluate employee's job performance;
- Lead, coach, instruct and motivate employees, and foster a teamwork environment;
- Effectively managed workplace diversity issues in a diverse organization;
- Assume responsibility for maintaining a safe working environment.

**Education and Experience Guidelines** – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:**

Graduation from an accredited college or university with a bachelor's degree in accounting, finance, business administration, public administration, or other closely related field. CPA Certificate and/or a Master's degree is desirable.

**Experience:**

Five (5) years of increasingly responsible experience in financial environment including two (2) years in a supervisory capacity and two (2) years of experience in finance and/or governmental accounting.

**License:**

A valid California Class C Driver's License and a satisfactory driving record.

**Physical Requirements:**

Must meet approved physical and pre-placement medical standards for the position.



**CITY OF HUNTINGTON PARK  
CLASS SPECIFICATION**

**POLICE COMMANDER**

Civil Service Status:	Exempt	Bargaining Unit:	Non Represented Employee
Probationary Period:	At-Will	Approved by City Council	
Classification Series:	Police-Sworn	Resolution No.:	
FLSA Status:	Exempt		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in this class. Specifications are **not** intended to reflect all duties performed within the job.

**DEFINITION**

Under direction of the Chief of Police, this management position assists in planning, organizing and directing the activities and operations of the Police Department in the enforcement of law and the prevention of crime, this police management position has command and control of a police bureau and serves as acting Police Chief in the absence of the Police Chief; and performs related work as required.

**EXAMPLE OF DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

- Performs same or similar duties as required to be performed by Police Captain and as directed by Police Chief;
- Assists in the planning, organizing and directing of the maintenance of law and order; and the protection of life and property;
- Assists in the regulation of traffic;
- Assists in the apprehension, arrest, and detention of law violators;
- Represent the Police Department to other City departments, elected officials and outside agencies; explain and justify Police Department programs, policies and activities; negotiate and resolve sensitive, significant and controversial issues;
- Assist in the planning, directing and coordinating, through subordinate level, the Police Department's work plan; meet with management staff to identify and resolve problems; assign projects and programmatic areas of responsibility; review and evaluate work method and procedures;
- Assists in managing and participating in the development and administration of the Police Department budget; direct the forecast of additional funds needed for staffing, equipment, materials, and supplies; direct the monitoring of and approve expenditures; direct the preparation and implement budgetary adjustments as necessary;
- Assists in selecting, training, motivating and evaluating Police Department employees; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures; direct employee investigations regarding police actions;
- Assists in coordinating Police Department activities with those of other departments and outside agencies and organizations; provide staff assistance to the City Manager and City Council in the absence of the Chief of Police; prepare and present staff reports and other necessary correspondence;
- Responds to citizen inquiries and resolve difficult and sensitive complaints;
- Participates on a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the law enforcement field;

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**POLICE COMMANDER**

Civil Service Status:	Exempt	Bargaining Unit:	Non Represented Employee
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Classification Series:	Police-Sworn	Resolution No.:	
FLSA Status:	Exempt		

(Continued)

- Assists the coordination of the whole department thorough cooperation with the Commanders/Deputy Chiefs of other bureaus as may be created or operation within the department.
- Assumes responsibility for ensuring that the duties of the position are performed in a safe, and efficient manner;
- Performs related duties as assigned or as situations requires.

**MINIMUM QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Municipal police administration and management;
- Principles and techniques of organization, analysis, personnel management, training, budget administration, and administrative controls;
- Legal, technical, and operating practices of law enforcement, deployment of officers and equipment, and patrol operations;
- Causes, prevention, and control of crime and juvenile delinquency;
- Traffic enforcement, police records systems, and statistical reporting systems;
- Functions of mutual aid with the Police Departments of adjacent cities, State, and Federal law enforcement agencies and functions;
- Rules of evidence, arrest, custody of persons, search and seizure, civil rights, and related constitutional, legal and court decisions affecting police jurisdictions;
- Community Relations;
- Training, budget preparation and supervisory concepts;
- The organization function, responsibility, procedures, rules and regulations, and policies of the Huntington Park Police Department.

**Skills:**

- Possess skills in word processing correspondence, spreadsheets, and reports using a personal computer and software applications;
- Meets the minimum Police department standards for firearm proficiency.

**Ability to:**

- Analyze departmental operations and activities and prepare comprehensive reports;
- Prepare and submit the departmental budget;
- Establish and maintain favorable and effective working relations with City officials, officials of other jurisdictions, and the general public;

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**POLICE COMMANDER**

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FLSA Status:	Exempt		

(Continued)

- Direct the activities of supervisors and, through them, a large number of subordinates, relying primarily on proper leadership and organization;
- Analyze usual and unusual metropolitan types of law enforcement problems and adopt effective courses of action;
- Understand and interpret provisions the Municipal Code, MOU's administrative policies and departmental rules and other City policies related to job duties;
- Review and evaluate employees job performance;
- Effectively supervise subordinates;
- Foster a teamwork environment;
- Plan, organize and prioritize progress;
- Lead, coach, instruct and motivate employees;
- Provide leadership;
- Provide work instructions;
- Willingness to initiate, recommend and carry out personnel actions as required;
- Organize, assign, schedule and delegate workload among employees;
- Speak before groups of people;
- Effectively manage workplace diversity issues in a diverse organization;
- Work necessary hours and times to accomplish goals, objectives and required tasks;
- Effectively communicate both orally and in writing;
- Deal with all levels of employees and the public;
- Initiate and accomplish work in a timely manner;
- Assume responsibility for providing effective customer service;
- Effectively handle stressful situations;
- Handle confidential information with discretion;
- Assume responsibility for maintaining a safe working environment;
- Establish professional working relationships and resolve interpersonal conflicts;
- Develop necessary skills from on-the-job training and meet the standards of performance or higher for the classification.

**Education and Experience Guidelines** *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education/Training:**

- A Bachelor's degree in Public Administration, Political Science, Business Administration, or a closely related field from an accredited college or university;
- Master's degree in Public Administration or related field is highly desirable;
- Graduation from P.O.S.T. Command College or FBI National Academy is highly desirable.

**CITY OF HUNTINGTON PARK**  
**CLASS SPECIFICATION**

**POLICE COMMANDER**

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FLSA Status:	Exempt		

**Experience:**

- Five (5) years of extensive and responsible management level experience involving the administration and management of a comprehensive law enforcement program, at least four (4) years of which shall have been an administrative/supervisory permanent rank of Police Lieutenant or above.

**License or Certificate:**

- A valid California Class C Driver's License and a satisfactory driving record.

**Special Requirements:**

- Must pass a Police Department background check which may include a full background check and Polygraph examination;
- Requires wearing uniform.

**Physical Requirements:**

- Must meet approved physical and pre-placement medical standards for the position.

**Bilingual Pay:**

- Employees who qualify and are City-certified to speak and understand Spanish may be eligible to receive bilingual pay.

City of  
**HUNTINGTON PARK**  
 AGENDA ITEM CIRCULATION PACKET



**DUE AT CITY CLERK'S  
 OFFICE ON MONDAY BY  
 1:00 P.M.**

City Council Meeting Date: December 3, 2012	Agenda Item Number: _____	City Clerk Use Only
<b>ITEM BUDGETED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A Originator: Martha V. Castillo, Personnel Supervisor Signature:		
Department Head Signature: _____ Date: _____		
<b>Agenda Item Description:</b> Resolutions of the City Council Repealing the following resolutions and Adopting a New Class Specifications for the following positions: 1. Repealing Resolution No. 2006-88; adopting new class specification for Administrative Assistant to Chief of Police. 2. Repealing Resolution No. 2007-42; adopting new class specification for Administrative Assistant to City Council. 3. Repealing Resolution No. 2006-79; adopting new class specification for Administrative Assistant – Finance. 4. Repealing Resolution No. 2006-89; adopting new class specification for Administrative Specialist 5. Repealing Resolution No. 2007-43; adopting new class specification for Assistant City Manager; 6. Repealing Resolution No. 2004-53; adopting new class specification for Executive Assistant to City Manager. 7. Repealing Resolution No. 1989-91; adopting new class specification for Human Resources Assistant. 8. Repealing Resolution No. 2006-68; adopting new class specification for Human Resources Supervisor. 9. Approving and adopting new class specification for Finance Manager. 10. Approving and adopting new class specification for Police Commander.		
<b>Agenda Recommendation:</b> Approve Resolutions		
<b>Brief Summary:</b> The City Manager is requesting that the City Council approve these Resolutions. The class specifications have been revised to update the Example of duties and/or Minimum Qualifications.		
Requested Annually: <input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>Attached Supporting Documents:</b> Resolutions and Class Specifications		
<b>Additional Income this item generates:</b>	<b>Funding Name:</b> _____ <b>Account Number:</b> _____ <b>Account Name:</b> _____ <b>Amount Balance Available:</b> _____ <b>As of:</b> _____ <b>Adjustment/Additional Appropriation Request Form Attached?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/>	
<b>DIRECTOR OF FINANCE</b> Review & Comments: _____	Approved as to accounting form: Initials: _____ Date: _____ <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>CITY ATTORNEY (Ordinance - Resolution - Agreement)</b> Review & Comments: _____	Initials: _____ Date: _____ Approved: <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>CITY MANAGER</b>	Recommendation: Initials:  Date: 11/29/12 Approved: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<b>CITY COUNCIL ACTION:</b> <input type="checkbox"/> Consent Calendar <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Continued to (Date) _____		
City Clerk Use Only		