

CITY OF HUNTINGTON PARK

City Council Agenda Monday, May 20, 2013

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

Mario Gomez
Mayor

Rosa E. Perez
Vice Mayor

Ofelia Hernandez
Council Member



Karina Macias
Council Member

Valentin Palos Amezcuita
Council Member

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

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

Public Comment

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

Prior to the business portion of the agenda, the City Council and all other agencies meeting on such date will convene to receive public comments regarding any agenda items or matters within the jurisdiction of such governing bodies. This is the only opportunity for public input except for scheduled public hearing items. The Mayor or Chairperson will separately call for testimony at the time of each public hearing. If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and place it in the box at the podium. When called upon by the Mayor or Mayor's designee, each person addressing the Council shall step up to the microphone and state his/her name or organization he/she represents for the record. Each speaker will be limited to three minutes per Huntington Park Municipal Code 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

Additions/Deletions

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

Consent Calendar

All matters listed under the Consent Calendar are considered to be routine and will all be enacted by one motion. 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.

Important Notice

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

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

1. INVOCATION

2. FLAG SALUTE:

Jose Ruiz, student at Huntington Park Elementary School.

- 3. ROLL CALL:** Mayor Mario Gomez
Vice Mayor Rosa E. Perez
Council Member Ofelia Hernandez
Council Member Valentin Palos Amezcuita
Council Member Karina Macias

4. PRESENTATIONS

- 4.1 Presentation to student who led the flag salute: Jose Ruiz.**
- 4.2 Presentation of Certificates of Recognition to the students from Huntington Park High School who participated in the City's 6th Annual Student Government Day on May 8, 2013.**
- 4.3 Presentation of Certificates of Appreciation to students who have dedicated their time to tutoring students at Miles Elementary School.**
- 4.4 Presentation by Office of Senator Lara's Youth Senators Program participants.**

5. PUBLIC COMMENTS

Each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207.

6. CONSENT CALENDAR

OFFICE OF THE CITY CLERK

- 6.1 Approve minutes of the following City Council meetings:**
- 6.1-1 Regular meeting held Monday May 6, 2013
6.1-2 Regular meeting held Monday April 15, 2013
6.1-3 Special meeting held Tuesday, April 30, 2013

6. CONSENT CALENDAR – (Continued)

OFFICE OF THE CITY CLERK

- 6.2 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.

END OF CONSENT CALENDAR

7. HEARING

- 7.1 **Ordinance amending Title 4, Chapter 8 of the Huntington Park Municipal Code by repealing the current Chapter 8 and adopting a new Chapter 8.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Open the public hearing to receive any comments.
2. Close the public hearing.
3. Adopt for second reading Ordinance No. 908-NS amending Title 4, Chapter 8 of the Huntington Park Municipal Code by repealing the current Chapter 8 and adopting a new Chapter 8.

8. REGULAR AGENDA

OFFICE OF THE CITY CLERK

- 8.1 **Resolution urging the 113th Congress to enact Comprehensive Immigration Reform.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2013-16 urging the 113th Congress to enact Comprehensive Immigration Reform.

- 8.2 **Resolution declaring weeds growing in certain lots and parcels of land in the City of Huntington Park to be a public nuisance.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2013-17 declaring the weeds now growing upon and in front of certain lots and parcels of land in the City of Huntington Park to be a public nuisance, in accordance with California Government Code Section 39560 Et. Seq. and fixing the time for hearing protests and ordering the abatement of such nuisances.

8. REGULAR AGENDA – (Continued)

FINANCE DEPARTMENT

8.3 Accounts Payable and Payroll Warrants dated May 20, 2013.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Accounts Payable and Payroll Warrants dated May 20, 2013.

8.4 Approve payment to Martin & Chapman Co. for services related to the City of Huntington Park 2013 General Municipal Election.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve payment for Invoice No. 2013120 in the amount of \$38,951.90 to Martin & Chapman Co. for services related to the City of Huntington Park 2013 General Municipal Election held March 5, 2013.

8.5 Approve payment to Lynberg & Watkins for legal services.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve payment for Invoice Nos.: 32439, 32440, 32446, and 32447 totaling \$9,639.21 to Lynberg & Watkins for legal services rendered as of March 31, 2013.

8.6 Resolution adopting a policy for the selection of legal and professional services related to workers compensation and general liability claims.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt policies that outline the selection process for legal and professional services for workers compensation and general liability claims.
2. Adopt Resolution No. 2013-18 establishing a policy which delegates basic claim handling of minor claims to the City Manager, Chief of Police, and Finance Director as authorized by Government Code Section 935.4.
3. Adopt Resolution No. 2013-19 establishing a policy which delegates basic claim handling of minor claims to the Public Works Director and Parks and Recreation Director as authorized by Government Code Section 935.4.

8. REGULAR AGENDA – (Continued)

FINANCE DEPARTMENT

- 8.7 Approve partnership with the Los Angeles County Bicycle Coalition (LACBC) and authorize use of grant monies to fund bicycle related activities.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to use METRO – Transportation Development Act (TDA), Air Quality Management District (AQMD), Asset Forfeiture and other grant monies to fund bicycle-related programs and activities.
2. Approve contract with the LACBC to provide community meetings, planning and events related to grant funded bicycle-related activities for an amount not to exceed \$20,000.
3. Authorize the City of Huntington Park to submit a Community Partnership Grant application with the LACBC to the Bikes Belong Coalition.

PARKS AND RECREATION DEPARTMENT

- 8.8 Award Contract for Summer Food Service, After School Snack, and Supper Programs.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the agreement with Unified Nutrimeals to provide food service for the Summer Food Service, After School Snack, and Supper Programs for Fiscal Year 2013-2014.
2. Authorize the City Manager to sign the agreement between the City of Huntington Park and Unified Nutrimeals.

- 8.9 Request for facility Use and fee waiver for Parents with Special Needs Children.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the request for facility use and fee waiver from Support Group for Parents with Special Needs Children for the use of the Salt Lake Park Clubroom 1 or 2 on Wednesdays from 9:00 a.m. to 1:00 p.m. for nine consecutive weeks to conduct a pilot program to enhance social skills for special needs children.

8. REGULAR AGENDA – (Continued)

POLICE DEPARTMENT

8.10 Ordinance adding Chapter 20 of Title 4 of the Huntington Park Municipal Code relating to the regulation of fireworks.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt for second reading Ordinance No. 909-NS adding Chapter 20 of Title 4 of the Huntington Park Municipal Code relating to the regulation of fireworks.

8.11 Resolution establishing the administrative fines for violations of Chapter 20 of Title 4 of the Huntington Park Municipal Code.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2013-20 establishing fines for violations of Chapter 20 of Title 4 of the Huntington Park Municipal Code.

8.12 Ordinance amending Chapter 21 of Title 5 of the Huntington Park Municipal Code relating to hours of operation for public parks.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt for first reading Ordinance No. 910-NS amending Chapter 21 of Title 5 of the Huntington Park Municipal Code relating to hours of operation for public parks.

8.13 Revised 2011 Homeland Security Grant Program Agreement.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the revised Subrecipient Agreement between the City of Huntington Park and the County of Los Angeles for 2011 Homeland Security Grant Program (HSGP).

8.14 Purchase of TeleStaff by Kronos Incorporated.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the purchase of TeleStaff by Kronos, Inc. in the amount of \$50,626 using 2009 ARRA JAG grant program funds.
2. Authorize the City Manager to sign an agreement between the City of Huntington Park and the vendor upon review by the City Attorney.

8. REGULAR AGENDA – (Continued)

POLICE DEPARTMENT

3. Authorize the Finance Department to issue a purchase order to facilitate the purchase of equipment and services.

PUBLIC WORKS DEPARTMENT

8.15 Zoe Avenue Sinkhole Emergency Repair.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2013-21 finding the need for an emergency contract to complete the repair of sinkholes on Zoe Avenue between Cottage Street and Albany Street.

8.16 Los Angeles River Upper Reach 2 Sub Watershed Memorandum of Understanding.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to execute a Memorandum of Understanding with the Los Angeles Gateway Regional Integrated Regional Water Management Joint Powers Authority for the development of a Watershed Management Program and related documents as required by the State Municipal Separate Storm Sewer System (MS4) Stormwater Permit.

9. CITY MANAGER'S AGENDA

10. CITY ATTORNEY'S AGENDA

11. WRITTEN COMMUNICATIONS

12. COUNCIL COMMUNICATIONS

12.1 Mayor Mario Gomez

12.1-1 Appointment of an Ad-Hoc Committee to monitor the City's Accounts Payable and Payroll Warrants.

12.1-2 Discussion and/or action regarding City Council Travel Budget.

12.2 Vice Mayor Rosa E. Perez

12.2-1 Discussion and/or action regarding protocol for awarding City Certificates and Proclamations.

12.3 Council Member Ofelia Hernandez

12.4 Council Member Valentin Palos Amezquita

12.5 Council Member Karina Macias

13. CLOSED SESSION

13.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to California Government Code Section 54956.9(b): (1)

14. ADJOURNMENT

**NEXT REGULAR MEETING OF THE
CITY OF HUNTINGTON PARK CITY COUNCIL
MONDAY, JUNE 3, 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 May 17, 2013 on the bulletin board outside City Hall and available at www.huntingtonpark.org



Rocio Martinez, Acting City Clerk

Minutes of the regular meeting of the City Council of the City of Huntington Park held Monday, May 6, 2013.

Following the Invocation and the Pledge of Allegiance to the Flag, the meeting was called to order in the Council Chambers at 6:00 p.m. by Mayor Gomez. Present: Council Member Valentin Palos Amezcuita, Vice Mayor Rosa E. Perez, Council Member Ofelia Hernandez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: None.

Interim City Attorney Litfin requested the City Council resolve into a closed session for the following items:

13. CLOSED SESSION

**13.1 Pursuant to California Government Code Section 54957:
PUBLIC EMPLOYEE APPOINTMENT**

Title: Chief of Police

**13.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION,
Significant exposure to litigation pursuant to California Government Code
Section 54956.9(b): (2)**

Mayor Gomez opened oral communications, indicating that this was the time for anyone in the audience to address the City Council on the closed session matters only, and hearing none, declared oral communications closed on these items.

Mayor Gomez declared the meeting resolved into closed session to be held immediately in the adjoining conference room at 6:04 p.m.

Following the closed session, the meeting resumed at 6:59 p.m. Present: Council Member Valentin Palos Amezcuita, Vice Mayor Rosa E. Perez, Council Member Ofelia Hernandez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: None.

Mayor Gomez opened oral communications, indicating that this was the time for anyone in the audience to address the City Council on any matter of City business.

Enrique Murillo asked City Council what they are doing for the City of Huntington Park and inquired about the City's finances.

Henry Garcia, Director/Editor of LA VOZ Editorial Newspaper, addressed City Council to inquire about the status of the promises made by newly elected Council Members to the people of Huntington Park. Mr. Garcia congratulated City Manager Bobadilla for his hard work.

Linda Caraballo addressed her concern with the process of approving the Affordable Housing Agreement between the City of Huntington Park and Huntington Park 607, LP for \$1.9 Million Loan to fund acquisitions and rehabilitation costs to the Huntington Park Plaza Senior Apartments Project.

Edgar Gordillo urged City Council to work hard to accomplish their goals to make Huntington Park a better city and addressed his concern regarding barking dogs.

Henry Gray, consultant, distributed business card to City Council and City staff and encouraged City Council to work together to benefit the community.

Rodolfo Vallejo addressed his concern to City Council regarding \$1.9 Million Loan to fund acquisitions and rehabilitation costs to the Huntington Park Plaza Senior Apartments Project.

Mayor Gomez called for any other oral communications, and hearing none, declared oral communications closed.

Motion by Perez, seconded by Hernandez, to approve the Consent Calendar. motion to reconsider by Gomez, seconded by Macias, to approve the Consent Calendar with the following changes: 1) minutes of the special meeting of the City Council held Tuesday, March 12, 2013 to include a comment made by a former Council Member that "although City Council did not always necessarily agree with the answers City Clerk Ramirez provided, at the end of the day, she made the right decision"; and 2) minutes of the special meeting of the City Council held Tuesday, March 26, 2013 to reflect that Mayor Gomez is the Mayor, carried as follows: Ayes: Council Member Amezquita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

6. CONSENT CALENDAR

OFFICE OF THE CITY CLERK

6.1 Approve minutes of the following City Council meetings:

- 6.1-1 Special meeting held Tuesday, March 12, 2013
- 6.1-2 Regular meeting held Monday, March 18, 2013
- 6.1-3 Adjourned regular meeting held March 25, 2013
- 6.1-4 Special meeting held Tuesday, March 26, 2013
- 6.1-5 Regular meeting held Monday, April 1, 2013

6.2 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.

OFFICE OF THE CITY MANAGER

6.3 Approval of Police Chief Contract.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Chief of Police Employment Agreement.
2. Authorize the City Manager to execute the Chief of Police Employment Agreement.

END OF CONSENT CALENDAR

7. HEARING

7.1 **Public hearing to consider adoption of the City of Huntington Park's Fiscal Year 2013-2014 Annual Action Plan and Substantial Amendment of the five-year Consolidation Plan (Fiscal Year 2010-2011 to Fiscal Year 2014-2015).**

Director of Finance Morales displayed a budget presentation.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Open the public hearing to receive any comments.

Linda Caraballo addressed her concern to City Council regarding CDBG funding and a Section 108 loan.

Candelario E. Perez informed City Council that he is a disabled veteran struggling financially and asked City Council to assist the disabled and senior citizens in the community.

7. HEARING – (Continued)

2. Close the public hearing.
3. Adopt the Fiscal Year 2013-2014 Annual Action Plan and approve a Substantial Amendment to the Fiscal-Year Consolidated Plan, inclusive of any comments received during the 30-day public review period at the close of the public hearing.
4. Authorize City staff to reduce Community Development Block Grant and/or HOME Investment Partnerships Act funding of projects allocated in the Fiscal Year 2013-2014 Annual Action Plan in proportion to the amount of Fiscal Year 2013-2014 formula allocations sequestered by HUD.
5. Authorize the City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department.

Motion by Perez, seconded by Hernandez, to continue this public hearing to an adjourned regular meeting of the City Council to be held on Tuesday, May 14, 2013 at 6:00 p.m., carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

7.2 Ordinance amending Title 4, Chapter 8 of the Huntington Park Municipal Code by repealing the current Chapter 8 and adopting a new Chapter 8.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Open the public hearing to receive any comments.

Rodolfo Vallejo addressed his concern to City Council regarding illegal fireworks in the City of Huntington Park.

2. Close the public hearing.
3. Adopt for first reading Ordinance No. 908-NS amending Title 4, Chapter 8 of the Huntington Park Municipal Code by repealing the current Chapter 8 and adopting a new Chapter 8, was read by title. Motion by Amezcuita, seconded by Perez, that reading in full of Ordinance No. 908-NS for first reading be waived, and that Ordinance No. 908-NS be introduced and approved for first reading, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

8. REGULAR AGENDA

FINANCE DEPARTMENT

8.1 Accounts Payable and Payroll Warrants dated May 6, 2013.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Accounts Payable and Payroll Warrants dated May 6, 2013.

8. REGULAR AGENDA – (Continued)

Motion by Perez, seconded by Hernandez, to **approve Accounts Payable and Payroll Warrants dated May 6, 2013**, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

8.2 Authorization to adjust negative equity fund balance in various funds for Fiscal Year ending June 30, 2012.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Transfer \$4,980,930 from the General Fund to eliminate negative fund balance equity position in the Pension Fund, Landscape and Lighting Fund, Parking System Fund, Waste Management Fund (AB 939) and Employee Fund.
2. Provide a loan from the General Fund to the Water Department to eliminate its negative equity fund balance equal to \$732,576.
3. Authorize the Finance Director to revise the Audited Financial Statements to reflect these changes.

Director of Finance Morales displayed a PowerPoint presentation regarding the proposed adjustment of negative equity fund balance in various funds for Fiscal Year ending June 30, 2012.

Linda Caraballo addressed concerns to City Council regarding the proposed adjustments of negative equity fund balance in various funds for Fiscal Year ending June 30, 2012.

Motion by Gomez, seconded by Hernandez, to **approve transfer of \$4,980,930 from the General Fund to eliminate negative fund balance equity position in the Pension Fund, Landscape and Lighting Fund, Parking System Fund, Waste Management Fund (AB 939) and Employee Fund; approve a loan from the General Fund to the Water Department to eliminate its negative equity fund balance equal to \$732,576; and authorize the Finance Director to revise the Audited Financial Statements to reflect these changes**, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

8.3 Authorization to purchase a 2013 GMC Sierra Hybrid Truck.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City to purchase a 2013 GMC Sierra Hybrid truck for bulky item pick-up grant and parking meter collection.

Motion by Hernandez, seconded by Perez, to **authorize the City to purchase a 2013 GMC Sierra Hybrid truck for bulky item pick-up grant and parking meter collection**, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

COMMUNITY DEVELOPMENT DEPARTMENT

8.4 Informational Report regarding the National Complete Streets Coalition's recognition of Huntington Park's Complete Streets Policy.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Receive and file this report following staff's presentation.

8. **REGULAR AGENDA** – (Continued)

Interim Director of Community Development Wong displayed a PowerPoint presentation of the City's Complete Streets Policy.

There being no objection, Mayor Gomez so ordered this item be received and filed.

8.5 **Summary Report regarding the City of Huntington Park's Scrap Metal Recycling Facilities Moratorium.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Receive and file this summary report regarding the City's scrap metal recycling facilities moratorium to satisfy the requirement of Section 65858(d) of the California Government Code.

There being no objection, Mayor Gomez so ordered this item be received and filed.

8.6 **Selection process to appoint candidates interested in serving in the Planning Commission.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Discussion and/or take action regarding the selection process to appoint candidates interested in serving on the Planning Commission.

There being no objection, Mayor Gomez appointed an Ad-Hoc Committee comprised of Vice Mayor Perez and Mayor Gomez to assess the selection process to appoint candidates interested in serving City Commissions.

8.7 **Resolution of intention to levy annual assessments within the Downtown Huntington Park Business Improvement District for Fiscal Year 2013-2014.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2013-13A declaring its intention to levy annual assessments within the Downtown Huntington Park Business Improvement District for Fiscal Year 2013-2014, was presented. Motion by Gomez, seconded by Hernandez, to adopt Resolution No. 2013-13A, carried as follows: Ayes: Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Abstain: Council Member Amezcuita; Absent: None.

8.8 **Settlement Agreement and Release between the City of Huntington Park and other municipal government agencies and Rehab Financial Corporation.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Settlement Agreement and Release between the City and other municipal government agencies and Rehab Financial Corporation.
2. Authorize the City Attorney to execute the agreement.

8. REGULAR AGENDA – (Continued)

Motion by Perez, seconded by Hernandez, to **approve the Settlement Agreement and Release between the City and other municipal government agencies and Rehab Financial Corporation and authorize the City Attorney to execute the agreement**, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

PARKS AND RECREATION DEPARTMENT

8.9 Request for Proposals for 4th of July Fireworks Display.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Request for Proposals for selecting a vendor for the City of Huntington Park's 2013 4th of July fireworks display.
2. Authorize staff to advertise the Request for Proposals and distribute to fireworks pyrotechnic vendors.

Motion by Perez, seconded by Hernandez, to **approve the Request for Proposals for selecting a vendor for the City of Huntington Park's 2013 4th of July fireworks display and authorize staff to advertise the Request for Proposals and distribute to fireworks pyrotechnic vendors**, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

POLICE DEPARTMENT

8.10 Authorize Award of Request for Proposals for Two Police Package Motorcycles.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Award the Agreement to provide Two Police Package Motorcycles to Victory Police Motorcycles.
2. Authorize the City Manager to sign General Agreement between the City and recommended vendor upon review by the City Attorney.
3. Authorize the Finance Department to issue a Purchase Order to facilitate the purchase of equipment and services.

Motion by Perez, seconded by Hernandez, to **award the Agreement to provide Two Police Package Motorcycles to Victory Police Motorcycles; authorize the City Manager to sign General Agreement between the City and recommended vendor upon review by the City Attorney; authorize the Finance Department to issue a Purchase Order to facilitate the purchase of equipment and services**, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

8.11 Ordinance adding Chapter 20 of Title 4 of the Huntington Park Municipal Code relating to the regulation of fireworks.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

8. REGULAR AGENDA – (Continued)

Rodolfo Vallejo asked City Council and how the public will be notified of the ordinance regulating fireworks.

Yvonne Correa informed City Council that she would like to volunteer to distribute flyers to the public regarding the new regulations pertaining to fireworks.

Henry Garcia, Director/Editor of LA VOZ Editorial Newspaper, informed City Council that an article may be published in LA VOZ Editorial Newspaper regarding fireworks.

1. Adopt for first reading Ordinance No. 909-NS adding Chapter 20 of Title 4 of the Huntington Park Municipal Code relating to the regulation of fireworks, was read by title. Motion by Amezquita, seconded by Hernandez, that reading in full of Ordinance No. 909-NS for first reading be waived, and that Ordinance No. 909-NS be introduced and approved for first reading, carried as follows: Ayes: Council Member Amezquita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

9. CITY MANAGER'S AGENDA

(This item was continued from April 15, 2013)

- 9.1 **Receive and file a report on Well No. 17 High Nitrate Concentration.**
- 9.2 **Receive and file a report by City staff regarding a request from South West Water Company to execute an Assignment and Assumption Agreement granting reassignment of their contract with the City.**

10. CITY ATTORNEY'S AGENDA

11. WRITTEN COMMUNICATIONS

12. COUNCIL COMMUNICATIONS

- 12.1 **Mayor Mario Gomez**
- 12.2 **Vice Mayor Rosa E. Perez**
- 12.3 **Council Member Ofelia Hernandez**
- 12.4 **Council Member Valentin Palos Amezquita**
- 12.5 **Council Member Karina Macias**
- 12.5-1 **Adopt Resolution No. 2013-16 of the City of Huntington Park Requesting that LAUSD Reduce Class Sizes and Fully Staff Local School Sites** was presented. Motion by Perez, seconded by Amezquita, to adopt Resolution No. 2013-16, carried as follows: Ayes: Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Abstain: Council Member Amezquita; Absent: None.

Motion by Perez, seconded by Hernandez, to adjourn this meeting at 9:41 p.m. to Tuesday, May 14, 2013 at 6:00 p.m., in memory of Juanita Romero, grandmother of Fernanda Palacios, Redevelopment Project Manager for the City of Huntington Park, carried as follows: Ayes: Council Member Amezcua, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

Mario Gomez, Mayor

Rocio Martinez, Acting City Clerk

Minutes of the regular meeting of the City Council of the City of Huntington Park held Monday, April 15, 2013.

Following the Invocation, the Pledge of Allegiance to the Flag was led by Josue Isidoro, 3rd grade student at Aspire Titan Academy in Huntington Park. The meeting was called to order in the Council Chambers at 6:07 p.m. by Mayor Gomez. Present: Council Member Valentin Palos Amezcuita, Vice Mayor Rosa E. Perez, Council Member Ofelia Hernandez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: None.

Mayor Gomez and City Council presented a Certificate of Appreciation to Josue Isidoro for leading the flag salute at the City Council meeting April 15, 2013.

Mayor Gomez and City Council presented a Plaque of Recognition to Maria Elena Arreola for being selected as the County of Los Angeles Public Library's 2013 Adult Volunteer of the Year. Martin Delgado, Community Library Manager at the Huntington Park Library, informed City Council of Maria Elena Arreola's dedication to the Huntington Park Library. Vice Mayor Perez informed City Council of Ms. Arreola's involvement with the American Cancer Society and The Greater Huntington Park Area Chamber of Commerce.

Mayor Gomez and City Council presented Certificates to the following American Youth Soccer Organization State Champions: *Team 1*-Huntington Park BU14 All Stars -3rd Place All Stars Team State Championship BU14: 1) Adan Alves; 2) Alfredo Mondragon; 3) Anthony Leon; 4) Bernardo Reyes; 5) Javier Avena; 6) Joel Oliva; 7) Johnny Alvarado; 8) Jose Arias; 9) Joshua Ordonez; 10) Kevin Garcia; 11) Luis Carino; 12) Manuel Flores; 13) Marlon Bustos; and 14) Saul Moreno; *Team 2*- "HP Milan"- 3rd Place League Team State Championship BU14: 1) Alejandro Dominguez; 2) Anthony Leon; 3) Bernardo Reyes; 4) Christian Huevo; 5) Edwin Araiza; 6) Guillermo Garcia; 7) Javier Avena; 8) Joel Oliva; 9) Johnny Alvarado; 10) Jose Arias; 11) Kevin Menjivar; 12) Manuel Flores; 13) Marlon Bustos; 14) Omar Mejia; and 15) Saul Moreno; and *Team 3*- "HP Eagles" 1st Place League State Championship GU14: 1) Alisa Buriel; 2) Angela Olvera; 3) April Garcia; 4) Astrid Suro; 5) Clarissa Carranza; 6) Crystal Contreras; 7) Helen Arias; 8) Ingrid Castillo; 9) Jasmine Clemente; 10) Jessica Rodriguez; 11) Jocelyn Sandoval; 12) Lilyan Ocampo; 13) Pamela Gonzalez; 14) Veronica Gonzalez; and 15) Victoria Vasquez.

City Administrator Mark Whitworth, Mayor Bill Davis, and Mayor Pro Tempore Michael McCormick of the City of Vernon presented the City of Huntington Park with a check in the amount of \$500,000 as their contribution towards the Salt Lake Park Soccer Field Project. Ivan Carrillo, representative from the Office of Senator Ricardo Lara, thanked the City of Vernon for their contribution and the City of Huntington Park for recognizing the need to improve parks in the City for the community. Mayor Gomez and City Council thanked the City of Vernon for their contribution and the Offices of Senators Lara and De Leon for their collaboration in this endeavor.

Mayor Gomez and City Council presented a Certificate of Recognition to Leticia Martinez, Executive Director/CEO for The Greater Huntington Park Area Chamber of Commerce in recognition of their 20th Anniversary "Carnaval Primavera Downtown Festival". Ms. Martinez thanked City Council, the City Manager, City staff, and everyone who helped with the event.

Cliff De Cordova, Principal of the Los Angeles Unified School District Division of Adult and Career Education - Richard N. Slawson Southeast Occupational Center, thanked the City of Huntington Park and the City of Vernon for their support of adult and career education services. Mr. Cordova displayed a presentation regarding the Richard N. Slawson Southeast Occupational Center facility and classes offered.

Mayor Gomez and City Council presented a Proclamation designating April 14 through 20, 2013 as National Library Week to Martin Delgado, Community Library Manager at the Huntington Park Library.

Mayor Gomez opened oral communications, indicating that this was the time for anyone in the audience to address the City Council on any matter of City business.

Nick Ioannidis informed City Council that he has received several recognitions in honor of National Immigrants Day.

Lupe Carranza addressed concerns to City Council involving a raccoon that damaged the roof of her house and asked City Council for assistance with this matter.

Edmundo Perez addressed City Council in support of City Clerk Ramirez.

Ivonne Correa addressed a concern regarding Council Member Macias.

Yvonne Ponce and Maribel Flores, teachers at Kipp Comienza Community Prep invited City Council to attend an upcoming Science Fair.

Linda Caraballo addressed various concerns regarding Council Member Macias.

Sergio Calderon, representing the Water Replenishment District of Southern California, invited everyone to attend an upcoming workshop and meetings on a proposed water rate assessment. Mr. Calderon congratulated newly elected Council Members Amezcua and Macias on their posts.

Rodolfo Cruz addressed concerns to City Council regarding Well 17 and street closures to conduct fairs in the City.

Jesus Moran asked City Council to find solutions to concerns addressed by the community.

Laura Herrera addressed a concern regarding Council Member Macias.

Marilyn Sanabria addressed City Council in support of City Clerk Ramirez.

Victoria Herrera thanked City Council for placing an item regarding the Water Replenishment District of Southern California on the agenda.

Mayor Gomez called for any other oral communications, and hearing none, declared oral communications closed.

Following a presentation on the Accounts Payable and Payroll Warrants process by Director of Finance Morales, motion by Perez, to Hernandez, to approve the Consent Calendar, carried as follows: Ayes: Council Member Amezcua, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

6. CONSENT CALENDAR

OFFICE OF THE CITY CLERK

- 6.1 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

- 6.2 Approve Accounts Payable and Payroll Warrants dated April 15, 2013.

END OF CONSENT CALENDAR

7. REGULAR AGENDA

FINANCE DEPARTMENT

7.1 City Budget Presentation.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Receive and file.

Finance Director Morales displayed a PowerPoint presentation on the City Budget. **There being no objection, this item was received and filed.**

COMMUNITY DEVELOPMENT DEPARTMENT

7.2 Grants available for the City of Huntington Park.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review the matrix of current available grand funding opportunities.
2. Identify grant application that should be prepared.
3. Authorize California Consulting, LLC to prepare grant applications on behalf of the City of Huntington Park.

David Marquez, representing California Consulting, LLC, informed City Council regarding available funding opportunities for the City of Huntington Park.

Motion by Perez, seconded by Amezcuita, to **authorize California Consulting, LLC to prepare grant applications on behalf of the City of Huntington Park for the following grants: 1) Nutrition Education Obesity Prevention NEOP-LA; 2) Bikes Belong Coalition: Community Partnership; 3) Kaiser Permanente Southern California Grant Program; 4) California Wellness Foundation's Responsive Grant Making Program; 5) EDA/Economic Development Agency; 6) Highway Safety Improvement Program and Safe Routes; 7) Farmers Market Planning and Promotion; and 8) U.S. Soccer Safe Places to Play**, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

The meeting recessed at 8:59 p.m. and Council Member Hernandez excused herself from the meeting at 9:00 p.m.

The meeting reconvened at 9:10 p.m.

7.3 Resolution approving a General Services Agreement between the City of Huntington Park and the County of Los Angeles.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2013-12 **approving the General Services Agreement between the City of Huntington Park and the County of Los Angeles** was presented. Motion by Amezcuita, seconded by Macias, to adopt Resolution No. 2013-12, carried as follows: Ayes: Council Member Amezcuita, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Vice Mayor Perez and Council Member Hernandez.

Vice Mayor Perez returned to her seat at 9:13 pm.

7. **REGULAR AGENDA** – (Continued)

COMMUNITY DEVELOPMENT DEPARTMENT

7.4 Resolution approving the Annual Report for the Downtown Huntington Park Business Improvement District for Fiscal Year 2011-2012 and Budget recommendation for Fiscal Year 2013-2014.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

Adopt Resolution No. 2013-13 approving the Annual Report for the Downtown Huntington Park Business Improvement District was presented. Motion by Perez, seconded by Amezcuita, to adopt Resolution No. 2013-13, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

7.5 Agreement with Neighborhood Housing Services of Los Angeles County to provide housing services to the City of Huntington Park.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to enter into an Agreement for Housing Services with Neighborhood Housing Services of Los Angeles County.
2. Authorize the City Manager to execute said agreement and all related documents.

Jesse Ibarra, representing Neighborhood Housing Services of Los Angeles County, briefed City Council on housing services offered to the City and the community.

Motion by Perez, seconded by Macias, to **authorize the City Manager to enter into an Agreement for Housing Services with Neighborhood Housing Services of Los Angeles County; and execute said agreement and all related documents**, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

7.6 Affordable Housing Agreement between the City of Huntington Park and Huntington Park 607, LP for \$1.9 Million Loan to fund acquisitions and rehabilitation costs to the Huntington Park Plaza Senior Apartments (formerly Rugby Plaza Senior Housing) Project.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Affordable Housing Agreement with Huntington Park 607, LP for the Huntington Park Plaza Senior Apartments (formerly Rugby Plaza Senior Housing) Project.
2. Authorize the City Manager to enter into a HOME Tenant Based Rental Assistance Agreement to subsidize tenant rents during the rehabilitation period.
3. Authorize the City Manager to modify the HOME Agreement and execute all related and necessary financing documents.

Director of Finance Morales displayed a Power Point presentation regarding the Huntington Park Plaza Senior Apartment Project.

Darren Bobrowsky, representing USA Properties Fund, informed City Council that they are the developer as well as the property management company for the Huntington Park Plaza Senior Housing project.

Linda Caraballo addressed concerns to City Council regarding the Huntington Park Plaza Senior Apartments Project.

Special Counsel for the Huntington Park Plaza Senior Apartments Project briefed City Council regarding the City's role in the Huntington Park Plaza Senior Housing project.

Edmundo Perez addressed concerns to City Council regarding the Huntington Park Plaza Senior Apartments Project.

Motion by Perez, seconded by Gomez, to **approve the Affordable Housing Agreement with Huntington Park 607, LP for the Huntington Park Plaza Senior Apartments (formerly Rugby Plaza Senior Housing) Project; authorize the City Manager to enter into a HOME Tenant Based Rental Assistance Agreement to subsidize tenant rents during the rehabilitation period.; and authorize the City Manager to modify the HOME Agreement and execute all related and necessary financing documents,** carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, and Mayor Gomez; Noes: None; Abstain: Council Member Macias; Absent: Council Member Hernandez.

7.7 Appointment to the Business Improvement District Advisory Board.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Appoint Ricardo Cervantes to the Business Improvement District Advisory Board.

Motion by Perez, seconded by Macias, to **appoint Ricardo Cervantes to the Business Improvement District Advisory Board for a term of three (3) years ending April 15, 2016,** carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

7.8 Planning Commission Appointment Process.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Discussion and/or take action regarding the selection process to appoint candidates interested in serving on the Planning Commission.

There being no objection, Mayor Gomez so ordered staff to research this item further and to bring it back to City Council with recommendations.

POLICE DEPARTMENT

7.13 Portable Camera Surveillance and Monitoring System.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve recommended vendor to provide a Portable Camera Surveillance and Monitoring System.
2. Authorize the City Manager to enter into an agreement with 3E Group Inc., subject to City Attorney approval.
3. Authorize the Finance Department to issue a Purchase Order to facilitate the purchase of equipment and services.

7. REGULAR AGENDA – (Continued)

POLICE DEPARTMENT

Motion by Amezquita, seconded Perez, **approve recommended vendor to provide a Portable Camera Surveillance and Monitoring System; authorize the City Manager to enter into an agreement with 3E Group Inc., subject to City Attorney approval; and authorize the Finance Department to issue a Purchase Order to facilitate the purchase of equipment and services,** carried as follows: Ayes: Council Member Amezquita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

COMMUNITY DEVELOPMENT DEPARTMENT

7.9 Status Update regarding a proposed amendment to the City of Huntington Park News Racks Ordinance.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Discuss the City's proposed regulations pertaining to news rack.
2. Receive and file this report.

There being no objection, Mayor Gomez so ordered this item be received and filed.

7.10 Informational Report regarding the National Complete Streets Coalition's Recognition of Huntington Park's Complete Streets Policy.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Receive and file this report.

There being no objection, Mayor Gomez so ordered this item be received and filed.

PUBLIC WORKS DEPARTMENT

7.11 Salt Lake Park Soccer Fields Project.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the project study report and authorize the completion of the contract documents for the construction of the project.
2. Authorize the City Manager to execute a Cooperative Agreement with the City of Vernon defining the terms and conditions of a funding contribution for the project in the amount of \$500,000.

Motion by Perez, seconded by Amezquita, **approve the project study report and authorize the completion of the contract documents for the construction of the project; and authorize the City Manager to execute a Cooperative Agreement with the City of Vernon defining the terms and conditions of a funding contribution for the project in the amount of \$500,000,** carried as follows: Ayes: Council Member Amezquita, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

7. REGULAR AGENDA -- (Continued)

PUBLIC WORKS DEPARTMENT

7.12 Citywide Bike Rack Installation Project.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the proposed project to purchase and install decorative bike racks throughout the City, focusing on the Pacific Boulevard commercial area and selected City parks and facilities.
2. Authorize the City Manager to execute a Purchase Order for an amount not to exceed \$24,000 for the purchase and delivery of approximately 50 decorative bike racks.

Motion by Gomez, seconded by Perez, to **approve the proposed project to purchase and install decorative bike racks throughout the City, focusing on the Pacific Boulevard commercial area and selected City parks and facilities; and authorize the City Manager to execute a Purchase Order for an amount not to exceed \$24,000 for the purchase and delivery of approximately 50 decorative bike racks**, carried as follows: Ayes: Council Member Amezcua, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

8. CITY MANAGER'S AGENDA

- 8.1 **Report on Water Replenishment District Notice of Public Hearing for Replenishment Assessment Rate Increase.** Director of Public Works Enriquez updated City Council on the Water Replenishment District's proposed replenishment assessment rate increase.
- 8.2 **Receive and file a report on high nitrate concentration at Well No. 17.** This item was continued to the next Council meeting.
- 8.3 **Nominations for the 48th Annual Older Americans Recognition Day (OARD) Awards Program.** Motion by Perez, seconded by Gomez, to nominate Maria Elena Arreola as the City's honoree for the 48th Annual Older Americans Recognition Day Awards Program, subject to Ms. Arreola not being previously nominated for said event, otherwise Rocio Salazar will be this year's honoree for the 48th OARD Awards Program, carried as follows: Ayes: Council Member Amezcua, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.
- 8.4 **Nomination of an honoree for the 33rd Senate District's Women of Distinction Awards Ceremony.** There being no objection, Mayor Gomez nominated Vice Mayor Perez as the honoree for the 33rd Senate District's Women of Distinction Awards Ceremony.

9. CITY ATTORNEY'S AGENDA

10. WRITTEN COMMUNICATIONS

11. COUNCIL COMMUNICATIONS

11.1 Mayor Mario Gomez

11.2 Vice Mayor Rosa E. Perez

11.2-1 Discussion regarding City Council minutes.

Motion by Perez, seconded by Gomez, to **approve converting to action only minutes for meetings of the City Council**, carried as follows: Ayes: Ayes: Council Member Amezcua, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

11.2-2 Gateway Cities Council of Governments Board requested the City's support on AB 741 (Brown).

Motion by Perez, seconded by Gomez, to **send a letter to the Gateway Cities Council of Governments Board in support of AB 741 (Brown)**, carried as follows: Ayes: Ayes: Council Member Amezcua, Vice Mayor Perez, Council Member Macias, and Mayor Gomez; Noes: None; Absent: Council Member Hernandez.

11.3 Council Member Ofelia Hernandez

11.4 Council Member Valentin Palos Amezcua

11.5 Council Member Karina Macias

Interim City Attorney Litfin requested the City Council resolve into a closed session for the following:

12. CLOSED SESSION

12.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to California Government Code Section 54956.9(b): (2)

12.2 Pursuant to Government Code Subdivision (a) of Section 54956.9
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Name of Case: Alhambra v. County of Los Angeles, Case No. BS 116375.

Mayor Gomez declared the meeting resolved into closed session to be held immediately in the adjoining conference room at 11:12 p.m.

Following the closed session, the meeting was called to order in the Council Chambers at 12:20 a.m. Present: Council Member Valentin Palos Amezcua, Vice Mayor Rosa E. Perez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: Council Member Ofelia Hernandez.

City Attorney Litfin reported out the following on the **closed session** items: 1) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to California Government Code Section 54956.9(b): (2), City Council on a 4-0 vote authorized opposing SB 640 and Water Replenishment District of Southern California's replenishment assessments and the Proposition 218 process; and 2) pursuant to Government Code Subdivision (a) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, Name of Case: Alhambra v. County of Los Angeles, Case No. BS 116375, City Council on a 4-0 vote agreed to settle Alhambra v. County of Los Angeles case, subject to a finalized settlement agreement.

Mayor Gomez declared the meeting adjourned at 12:21 a.m., in memory of the following: 1) Gloria Gomez, cousin of Mario Gomez, Mayor for the City of Huntington Park; 2) Maria Guadalupe Morales, aunt of Martha Castillo, Human Resources Supervisor for the City of Huntington Park; and 3) Isidra Ortiz, mother of Vicente Ortiz, owner of Tacos Don Chente restaurants, founder of META 2000 and former Arts and Culture Commissioner for the City of Huntington Park.

Mario Gomez, Mayor

Rocio Martinez, Acting City Clerk

Minutes of the special meeting of the City Council of the City of Huntington Park held Tuesday, April 30, 2013.

The meeting was called to order in the Council Chambers at 5:30 p.m. by Mayor Gomez. Present: Council Member Valentin Palos Amezcuita, Vice Mayor Rosa E. Perez, Council Member Ofelia Hernandez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: None.

Mayor Gomez announced that the special meeting was called for the purpose of discussing further the affordable housing agreement between the City of Huntington Park and Huntington Park 607, LP for \$1.9 Million Loan to fund acquisitions and rehabilitation costs to the Huntington Park Plaza Senior Apartments (formerly Rugby Plaza Senior Housing) Project, which was approved by City Council at the April 15, 2013 meeting; and for closed session item for conference with legal counsel – anticipated litigation significant exposure to litigation pursuant to California Government Code Subdivision (b) of Section 54956.9: (1).

Mayor Gomez requested the City Council resolve into a **closed session** for conference with legal counsel – anticipated litigation significant exposure to litigation pursuant to California Government Code Subdivision (b) of Section 54956.9: (1). Mayor Gomez declared the meeting resolved into closed session to be held immediately in the adjoining conference room at 5:35 p.m.

Following the closed session, the meeting resumed in the Council Chambers at 6:05 p.m. Present: Council Member Valentin Palos Amezcuita, Vice Mayor Rosa E. Perez, Council Member Ofelia Hernandez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: None.

Director of Finance Morales displayed a PowerPoint presentation on the Huntington Park Plaza Senior Apartments (formerly Rugby Plaza Senior Housing) Project.

Mayor Gomez opened oral communications, indicating that this was the time for anyone in the audience to address the City Council on any matter of City business.

Candelario E. Perez addressed his concern to City Council regarding the sale Rugby Plaza Senior Housing.

Edmundo Perez stressed the importance of making sure rents are not raised to senior citizens residing at Rugby Plaza Senior Housing.

Rodolfo Cruz addressed his concern with the affordable housing agreement between the City of Huntington Park and Huntington Park 607, LP for the Huntington Park Plaza Senior Apartments Project.

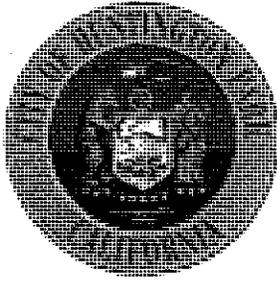
Darren Bobrowsky, representing USA Properties Fund, briefed City Council on the bond issuance for the Huntington Park Senior Apartments Project.

Mayor Gomez called for any other oral communications, and hearing none, declared oral communications closed.

Mayor Gomez declared the meeting adjourned at 7:50 p.m.

Mario Gomez, Mayor

Rocio Martinez, Acting City Clerk



CITY OF HUNTINGTON PARK

Community Development
City Council Agenda Report

May 20, 2013

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

Dear Mayor and Members of the City Council:

SECOND READING OF AN ORDINANCE AMENDING TITLE 4, CHAPTER 8 OF THE HUNTINGTON PARK MUNICIPAL CODE BY REPEALING THE CURRENT CHAPTER 8 AND ADOPTING A NEW CHAPTER 8

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing and consider all public testimony; and
2. Approve the Second Reading of the proposed ordinance amending Title 4, Chapter 8 of the Huntington Park Municipal Code by repealing the current Chapter 8 and adopting a new Chapter 8 related to the sale of fireworks.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

To facilitate the permit process, City staff has reviewed the City's current municipal code related to the sale of safe and sane fireworks in the City of Huntington Park.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 6, 2013, the City Council approved the First Reading of the proposed ordinance, which repeals and replaces the current fireworks ordinance with an updated fireworks ordinance. The attached ordinance corrects a typographical reference error related to the posting of signs explaining the discharging prohibitions. The sale of safe and sane fireworks has occurred for over 35+ years in Huntington Park and periodically, the firework ordinance has been amended to further improve the process of obtaining a fireworks stand permit. For example, the application form has been revised to two pages, as opposed to the current four pages, plus a simple checklist to avoid submitting incomplete applications.

To further streamline the process and remove redundant provisions, the new Chapter 8 incorporates the following changes:

SECOND READING OF AN ORDINANCE AMENDING TITLE 4, CHAPTER 8 OF THE HUNTINGTON PARK MUNICIPAL CODE BY REPEALING THE CURRENT CHAPTER 8 AND ADOPTING A NEW CHAPTER 8

May 20, 2013

Page 2 of 2

1. Applications may be submitted by a company, acting as an agent on behalf of a non profit organization. The application form will contain required signatures.
2. Applications are due by May 15th instead of April 30th.
3. Eliminate the \$1,000 land rental cap.
4. Eliminate the steel shed requirement.
5. Eliminate the non-profit membership requirement of 15 persons so long as the organization is established or meets within the City of Huntington Park.
6. Eliminate the post-sale report requirement and replace with Gross Retail Sales receipt that is reported to the State Board of Equalization.
7. City Council may waive non-profit status for organization.
8. Include Open Space zoned property as eligible locations for firework stands.
9. Schools (public and private) and religious organizations are allowed to submit applications for up to two locations.
10. Each applicant will pay a single \$235 application fee, plus an additional \$100 fee per location.
11. The permit fee will be revised from two percent of Gross Proceeds to one percent of Gross Retail Sales as reported to the State of California Board of Equalization. The non-profit organization is to pay this fee by September 30th instead of August 1. Late payment of the permit fee results in a new 10% penalty fee and the organization may not be able to apply for the next year.

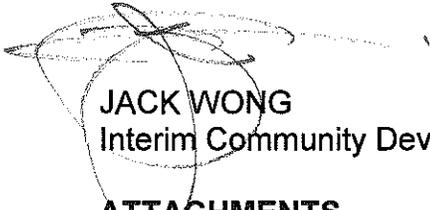
The City Attorney has reviewed and approved the proposed ordinance as to form.

CONCLUSION

The proposed ordinance, if approved, will take effect 30 days from today, or June 20, 2013.

Respectfully submitted,

RENÉ BOBADILLA, P.E.
City Manager



JACK WONG
Interim Community Development Director

ATTACHMENTS

- A) Proposed Ordinance
- B) Fireworks Permit Process Summary
- C) Forms and Checklist

1 and organizations that have been exempted the non-profit status requirement. The non-
2 profit status requirement for an organization may only be waived by the City Council
3 provided that the application to waive the non-profit status is filed no later than April 15th.

4 For purposes of this chapter, a "local non-profit organization," "organization," and "applicant"
5 shall mean a non-profit organization, association, or group that:

6 (i) Possesses a valid and current non-profit status from the State of California;
7 and

8 (ii) Is organized primarily for community service, religious or charitable purposes
9 within the City; and

10 (iii) Has been organized, established and provides services within the City for a
11 minimum of one year continuously preceding the filing of the application for the permit; and

12 (iv) Maintains a permanent meeting place in the City.

13 For purposes of this chapter, a "community-based organization" shall mean an organization,
14 association, or group that:

15 (i) Is organized primarily for community service or charitable purposes and is
16 engaged in providing human, educational, environmental, health, recreational, public safety
17 or related services; and

18 (ii) Has been organized, established and/or provides community services within
19 the City; and

20 (3) Shall clearly identify the name and address of the organization, and shall set
21 forth such other information pertaining to the organization as the Building Official may
22 reasonably request for his or her investigation;

23 (4) Shall be made in writing, addressed to and filed with the Building Official;

24 (5) Shall be submitted between April 1 and May 15 of each year except that when
25 the last day falls on a day when the City Hall is closed, the application shall be submitted the
26 following business day;

27 (6) Shall set forth the proposed location of the fireworks stand;

28 (7) Shall be accompanied by an assurance that, if the permit is granted to the
applicant, the applicant, at the time of receiving notice that the permit has been granted,
shall obtain insurance and provide the Building Official with a certificate issued to the
applicant, for each firework stand location, showing insurance coverage in effect during the
time covered by the permit as follows: insurance limits of not less than one million
(\$1,000,000.00) dollars per occurrence for bodily injury, property damage, and products
liability, with the City, and its officers and employees, named as additional insured. Such

1 insurance certificate shall be furnished for each firework stand location prior to the issuance
2 of such permit, with the form of the certificate approved by the City's Risk Manager, City
3 Attorney or their designee;

4 (8) A copy of the required retail fireworks license from the State Fire Marshal shall
5 be furnished prior to the issuance of such permit.

6 (b) The approval or denial of an application shall take place in the following
7 manner:

8 (1) Applicants for such permits shall be notified by the Building Official or his or
9 her designee of the approval or denial of their application not later than the second Monday
10 in June of each calendar year.

11 (2) The findings of the Building Official, or his or her designee, shall be endorsed
12 on each of the applications and indicated by the words "granted" or "denied." If the
13 application is denied, the Building Official shall give notice of such decision to the applicant
14 and the reasons for the denial.

15 **4-8.04 Fees: Application and Permit**

16 (a) Application fee: The non-refundable application fee for the processing of
17 permit applications shall be \$235 plus \$100 per each firework stand location payable at the
18 time of application.

19 (b) Permit fee: The permit fee for the sale of fireworks shall be 1% of gross retail
20 sales as reported to the State of California Board of Equalization by the non-profit
21 organization. No later than September 30th following the sale of fireworks, the non-profit
22 organization shall submit the permit fee and a copy of the gross retail sales report to the
23 Building Official. Any non-profit organization who does not provide the aforementioned items
24 and pay the permit fee in a timely manner or falsify any information or documentation shall
25 be assessed a penalty for an amount of 10% of the permit fee and may not be eligible to
26 apply for a fireworks permit the following calendar year.

27 (c) The fees collected by the City of Huntington Park from the issuance of
28 fireworks permits shall be used for City-sponsored fireworks shows, activities and City
services related to fireworks such as environmental and police services.

(d) Organizations selling fireworks shall be required to obtain a temporary sales
tax permit from the State Board of Equalization.

4-8.06 Permits—Number limited.

(a) The City shall not issue more than eighteen (18) permits in any one calendar
year.

1 (b) Organizations who have received permits in permit years 2003 and 2004
2 (grandfathered organizations) which concurrently file for permits each year thereafter will
3 receive a permit each year, provided the organization remains in full compliance with the
4 provisions of this ordinance. Those organizations who do not file for each year concurrently
5 will lose the right to be granted the permit as a grandfathered organization.

6 (c) In the event that the City receive more than eighteen (18) applications from
7 eligible organizations by the application deadline date of May 15, then the City shall conduct
8 a lottery to select applicants to receive permits up to the maximum number of permits
9 available for issuance. The grandfathered organizations are exempt from the lottery
10 process.

11 (d) Only one permit application from any one organization shall be accepted
12 during the calendar year with the exception of schools and religious organizations. Public
13 schools, charter schools and private schools and religious organizations may submit two
14 permit applications provided the applications are submitted from two different groups,
15 divisions, or sections within the same school or religious organizations. Organizations with
16 multiple branches or subsidiaries shall be treated as one organization for purposes of this
17 section.

18 **4-8.07 General requirements.**

19 (a) Fireworks stands may be located only in the commercial, manufacturing or
20 public Open Space zones of the City, excepting the Downtown Huntington Park Specific
21 Plan area where fireworks shall be prohibited. All locations shall be approved by the City's
22 Planning Division and County of Los Angeles Fire Department.

23 (b) All dry grass, weeds, and combustible materials shall be cleared from the
24 location of the stand, including a distance of at least twenty (20) feet surrounding the stand.

25 (c) "No Smoking" signs in letters of not less than four (4) inches in height shall be
26 prominently displayed on both the inside and outside of the fireworks stand. There shall be
27 no smoking permitted within fifteen (15) feet of the fireworks stand.

28 (d) Each stand shall have at all times an adult in attendance and in charge thereof
when the stand is being used for the sale, dispensing, or storage of fireworks. Storage shall
be as directed by the Fire Chief.

(e) All unsold stock and accompanying litter shall be removed from the location by
12:00 noon on July 6.

(f) Sleeping or remaining in the stand after the close of business each day shall
be prohibited.

(g) The fireworks stand shall be removed from the temporary location by July 18,
and all accompanying litter shall be cleared from such location by such time and date.

1 (h) The fireworks stand shall be set back fifteen (15) feet from the sidewalk.

2 (i) Signs, not smaller than eight and one-half (8 1/2) inches x eleven (11) inches,
3 explaining the discharging prohibitions required by Chapter 20 of Title 4 of the Huntington
4 Park Municipal Code shall be displayed at each sale window, in a manner that is clearly
5 visible to firework purchasers.

6 **4-8.08 Temporary stands.**

7 All retail sales of safe and sane fireworks shall be permitted only from within a
8 temporary fireworks stand, and such sales from any other building or structure shall be
9 prohibited. Temporary stands shall be subject to the following provisions:

10 (a) All stands shall be constructed in a manner which will reasonably insure the
11 safety of attendants and patrons.

12 (b) All stands must comply with the requirements for position, placement,
13 composition as set forth in this section and the Los Angeles County Fire Code.

14 (c) An electrical permit shall be obtained by a licensed contractor for all electrical
15 work requiring electrical permit.

16 **4-8.09 Operation of stands.**

17 (a) No person, other than the individuals who are members of the permittee
18 organization, or the wives or husbands or adult children of such members, shall sell or
19 otherwise participate in the sale of fireworks at such stand. No person under eighteen (18)
20 years of age may occupy the interior of the stand, and no person, other than the members
21 actually engaged in selling the fireworks, shall occupy the interior of the stand.

22 (b) No person shall be paid any consideration for selling or otherwise participating
23 in the sale of fireworks at such stand.

24 (c) No sale shall be made to any person under sixteen (16) years of age.

25 (d) All counters, aisles, cases, and storage places shall be kept clear of all papers
26 and combustible trash, which shall be removed daily or more often as required.

27 (e) Fireworks shall be stored in stands only and shall not be stored in any other
28 location during the legal sale period. No supplies or other materials shall be stored in front of
exit doors. Storage shall be as directed by the Fire Chief.

(f) It shall be unlawful for anyone to light, or cause to be lighted, any fireworks or
other combustible materials within any such stand or within fifteen (15') feet of the stand.

(g) State licenses and City permits to sell fireworks, and the temporary sales tax
permit, shall be displayed in a prominent place in the fireworks stand.

1 (h) No sales shall start until stands are inspected and approved by both the City's
2 Building Inspector and County of Los Angeles Fire Inspector.

3 **SECTION 2: Continuation of existing law.** Where they are substantially the same
4 as existing law, the provisions of the City of Huntington Park Building Code shall be
5 considered continuations of existing law and shall not be considered new enactments.

6 **SECTION 3:** If any section, subsection, subdivision, paragraph, sentence, clause or
7 phrase in this Chapter, or any part thereof is for any reason, held to be unconstitutional or
8 invalid or ineffective by any court of competent jurisdiction, such decision shall not affect
9 the validity or effectiveness or the remaining portions of this chapter or any part thereof.
10 The City Council hereby declares that it would have passed each section, subsection,
11 subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any
12 one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be
13 declared unconstitutional, or invalid or ineffective.

14 **SECTION 4:** This Ordinance shall take effect thirty days after its final passage by
15 the City Council.

16 **SECTION 5:** The City Clerk shall certify to the passage of this ordinance and shall
17 cause it to be published according to legal requirements.

18 **PASSED, APPROVED AND ADOPTED** this _____ day of May, 2013.

19 _____
20 Mario Gomez, Mayor

21 ATTEST:

22 _____
23 Rocio Martinez, Acting City Clerk

Firework Application Process

May 20, 2013

INTRODUCTION

In 2013, the City revised the Fireworks Ordinance in order to streamline the application process and to clarify/improve certain provisions within the ordinance. The following key provisions were made to the ordinance:

1. Applications may be submitted by a company, acting as an agent on behalf of a non-profit organization or organizations that have been exempted the non-profit requirement by the City Council. The 2-page application form will contain non-profit and agent signatures on the Statement of Acknowledgement.
2. There are a total of 18 permit locations. There are thirteen original "grandfathered" organizations that are eligible for a permit, upon application.
3. Should the City receive more than eighteen permit applications, permits will first be issued to the "grandfathered" organizations; the remaining permits will be issued through a lottery process.
4. Schools (public and private) and religious organizations will be allowed to submit applications for up to two locations provided that each application is from a different branch or subsidiary of the organization.
5. Eliminate the \$1,000 land rental cap.
6. Eliminate the steel shed requirement.
7. Eliminate the non-profit membership requirement of 15 persons so long as the organization is established or meets within the City of Huntington Park.
8. Eliminate the post-sale report requirement and replace with Gross Retail Sales receipt that is reported to the State Board of Equalization.
9. Applicant (Agent or non-profit) pays a one-time \$235 application fee, plus a \$100 fee per location.
10. The permit fee is revised from two percent of Gross Proceeds to one percent of Gross Retail Sales as reported to the State of California Board of Equalization. The fee is paid by the non-profit organization by September 30th.
11. Late payment of the permit fee results in a 10% penalty fee and the organization may not be able to apply for a permit next year
12. City Council may waive non-profit status for organization.
13. Include Open Space zoned property as eligible locations for firework stands.

TIMELINE:

April 1: Start of firework applications submittal period.

April 15: Deadline for for-profit organizations to request waiver of non-profit status; Building Official schedules request for first City Council meeting in May to discuss waiver request.

May 15: Firework application deadline.

Second Monday in June: Applicants will be notified by letter of the status of their application, either approved or denied.

Second Tuesday in June: Firework Stand may be erected.

June 25: All County Fire Department and Building Division inspection shall be completed.

June 26 Noon: Start of Firework Sales.

July 4 midnight: Sale of Fireworks ends.

July 6 Noon: All unsold fireworks and litter to be removed from site.

July 18: Dismantle and remove firework stand.

September 30: The non-profit organization pays the permit fee and submits the Gross Retail Sales receipt.

FEES:

Application Fee: The fee is \$235 per application plus \$100 for each fireworks stand location and these fees are paid by the applicant.

Example A: If a Firework Provider applies for ten locations, the application fee would be \$1235.

Example B: If the applicant is a non-profit organization, and does not employ an agent to process the application, and applies for one location, the fee would be \$335.

Example C: If an agent applies for one location on behalf of a non-profit organization, the fee would be \$335.

Permit Fee: The permit fee is paid by each non-profit organization, no later than September 30, based upon the Gross Retail Sales receipt reported to the State Board of Equalization. The permit fee is based upon one percent of the reported Gross Retail Sales amount. Failure to comply with the September 30 deadline will result in a ten percent penalty and may disqualify the organization to apply for a fireworks permit in the following year.

DEFINITIONS:

Applicant: The applicant can either be a non-profit organization, an organization that has been exempted the non-profit status requirement by the City Council or an agent acting on behalf of a non-profit organization as agreed to in writing by both the non-profit organization and the agent on the Statement of Acknowledgment Form.

Example: The agent may be the fireworks manufacturer/distributor.

Non-profit Organization Verification: Applicant to provide proof of non-profit status from the State of California.

Lottery: If more than eighteen applications are received by the May 15 deadline, a lottery will be held in the City Clerk's Office within seven days of the deadline to determine the award of permits for the remaining number of permits after the grandfathered organizations are awarded their permits.

Grandfathered Organizations: These are organizations that have received firework permits in each successive year since 2003. The grandfathered organizations are eligible to receive a permit for one location. If the organization wishes to have two locations, then the second location would be granted only if the City receives fewer than eighteen applications; however, if the City receives more than eighteen applications, then the grandfathered organization's request for a second location will be drawn through the lottery process.

Number of Permits Issued: Each year, eighteen is the maximum number of permits that can be issued. The first permits are given to the grandfathered organizations that are eligible to receive one firework permit. Should the city receive more than eighteen applications by the May 15 deadline, the number of available permits after the grandfathered organizations are granted, will be issued through a lottery.

Example: The city receives twenty-four applications and there are thirteen grandfathered organizations who will each receive one firework permit. There are five open permits but eleven applicants. The five open permits will be drawn through a lottery.

Location Approval: Building Official routes the application to Planning Division to ensure that the firework stand is located either in a commercial, manufacturing or Open Space zone, with the exception that no stand will be allowed in the Downtown Huntington Park Specific Plan area (formerly the CBD). Planning staff will make a determination on the same day of receiving the request.

CITY OF HUNTINGTON PARK

APPLICATION TO SELL SAFE & SANE FIREWORKS

(Application shall be filed no later than May 15th along with the application fee)

APPLICATION DATE:

Organization Name: _____

Organization Address: _____

Permanent Meeting Place (if different from above): _____

Purpose of Organization: Veteran Patriotic Charitable Religious Civic Betterment

Number of Members who are residents of the City: _____

Date Organization Founded: _____

Location of Proposed Firework's Stand: _____

Owner of Property: _____

Fire Work Company Supplier: _____

State Fire Marshal's License Number: _____

Liability Insurance Number: _____

STATEMENT OF ACKNOWLEDGEMENT

This form must be signed and dated by an officer of the organization making application to sell Safe and Sane Fireworks in the City of Huntington Park.

1. I acknowledge that the information contained in the application form to obtain a permit to sell safe and sane fireworks by : (Name of Non-Profit Organization) _____ is true and correct;
2. I understand that failure to submit a "Post Sale Report", which provides Gross Retail Sales as reported to the State of California Board of Equalization, on or before the date of September 30th will result in the forfeit of eligibility for the next year's permit;
3. Any false information contained within this application will result in immediate disqualification of the organization to apply for a fireworks permit the following year and will be assessed a penalty for an amount of 10% of the permit fee.
4. Should the membership of the person signing the Statement of Acknowledgment become terminated, I shall inform the remaining officers of the requirements set forth in this application;
5. I read and I am fully aware of the requirements of the City of Huntington Park Municipal Code Chapter 8 FIREWORKS

Name & Title(if applicable)

Signature

Date: _____

I _____, am an employee of _____, our firm is acting as an agent on the authority granted to me by the Organization named in this application and agree to the Waiver of Indemnification and to comply with the City Ordinances and the Fire Department Rules and Regulations, which govern the sale of Safe and Sane Fireworks in the City of Huntington Park.

Name & Title(if applicable)

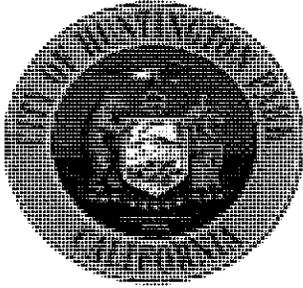
Signature

Date: _____

CHECK LIST

PRIOR TO SUBMITTAL YOUR APPLICATION MAKE SURE YOU VERIFIED ALL THE REQUIRED ITEM, FAILURE TO SUBMIT INCOMPLETE APPLICATION MAY DISQUALIFY YOUR ORGANIZATION FROM SELLING FIREWORKS

1. Copy of liability insurance
2. Proof of Non-Profit Status
3. Site Plan of the location of proposed Fireworks Stand
4. Property Owner's signed permission slip
5. Copy of State Fire Marshal Retail Fireworks License
6. Copy of Firework's Supplier Business License
7. Copy of Temporary Seller's Permit from California State Board of Equalization if not obtained to be field verified



CITY OF HUNTINGTON PARK

City Clerk's Office
City Council Agenda Report

May 20, 2013

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

Dear Mayor and Members of the City Council:

RESOLUTION DECLARING WEEDS GROWING IN CERTAIN LOTS AND PARCELS OF LAND IN THE CITY OF HUNTINGTON PARK TO BE A PUBLIC NUISANCE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt a resolution declaring the weeds now growing upon and in front of certain lots and parcels of land in the City of Huntington Park to be a public nuisance, in accordance with California Government Code Section 39560 et seq. and fixing a time for hearing protests and ordering the abatement of such nuisances.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Each year, the City of Huntington Park conducts its annual weed abatement process in which lots and parcels of land within the City are inspected for noxious and dangerous weeds. The purpose of the weed abatement process is to prevent fire hazards created by vegetative growth and the accumulation of combustible debris. This year, four properties were identified to contain weeds considered a public nuisance. Adoption of this resolution sets in motion the weed abatement process and sets a public hearing date of June 17, 2013 at 6:00 p.m. to hear objections if any, to the removal of the weeds on the parcels of land listed in this resolution. All property owners are notified of this hearing date and given the opportunity to clear the parcel prior to the City imposing a special assessment and creating a lien on the property to recover the City's cost of the abatement.

FISCAL IMPACT/FINANCING

The City's cost of the weed abatement includes investigation, boundary determination, measurement, clerical and other related costs such as equipment rental, staff size and time. Said cost will constitute a special assessment against the parcel to be entered on the County of Los Angeles tax roll to be collected in the same time and in the manner as other ordinary municipal taxes.

RESOLUTION DECLARING WEEDS GROWING IN CERTAIN LOTS AND PARCELS
OF LAND IN THE CITY OF HUNTINGTON PARK TO BE A PUBLIC NUISANCE

May 20, 2013

Page 2 of 2

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Government Code Section 39561 authorizes the legislative body of a city to declare by resolution that noxious or dangerous weeds growing upon the streets, sidewalks, or private property in the City to be a public nuisance; and authorizes cities to abate such public nuisance.

CONCLUSION

Upon approval of the resolution, staff will continue with the next steps of the annual weed abatement process as outlined in said resolution.

Respectfully submitted,

RENÉ BOBADILLA
City Manager, P.E.


ROCIO MARTINEZ
Acting City Clerk

ATTACHMENT

Attachment A: Resolution declaring weeds growing in certain lots and parcels of land in the City of Huntington Park to be a public nuisance

ATTACHMENT "A"

RESOLUTION NO. 2013-

1
2 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK**
3 **DECLARING THE WEEDS NOW GROWING UPON AND IN FRONT OF CERTAIN**
4 **LOTS AND PARCELS OF LAND IN THE CITY OF HUNTINGTON PARK TO BE A**
5 **PUBLIC NUISANCE, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE**
6 **SECTION 39560 *ET SEQ.* AND FIXING A TIME FOR HEARING PROTESTS AND**
7 **ORDERING THE ABATEMENT OF SUCH NUISANCES**

8
9 **WHEREAS**, Government Code Section 39561 authorizes the legislative body of a city to
10 declare by resolution that noxious or dangerous weeds growing upon the streets, sidewalks, or
11 private property in the city to be a public nuisance; and

12 **WHEREAS**, Government Code Section 39563 authorizes the legislative body of a city to
13 identify any number of parcels of private property to be public nuisances in one resolution; and

14 **WHEREAS**, Section 39561 authorizes cities to abate such public nuisances; and

15 **WHEREAS**, Section 39577 provides that the cost of abatement upon each parcel of land
16 and the cost incurred by a city to abate the nuisances may be recovered by imposing a special
17 assessment on the property and creating a lien on property; and

18 **WHEREAS**, pursuant to Section 39566 the legislative body of the cities must provide
19 property owners the opportunity to be heard at a noticed hearing before taking action to abate the
20 public nuisance identified herein.

21 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON**
22 **PARK DOES HEREBY RESOLVE AS FOLLOWS:**

23 **SECTION 1:** The City Council of the City of Huntington Park ("City") hereby declares
24 all weeds growing upon the streets, sidewalks, or private property in the City which bear seeds of
25 a wingy or downy nature, or which attain such a large growth as to become a fire menace, or
26 which are otherwise noxious or dangerous, to be a public nuisance.

27 **SECTION 2:** The City Council further declares that a public nuisance, as defined herein,
28 exists on or in front of those parcels of private property which are identified and described in the
attached Exhibit A, which is incorporated herein by this reference.

SECTION 3: The Public Works Department shall cause notices to be posted upon said
parcels of land in compliance with Government Code Sections 39560 *et seq.* ordering the

EXHIBIT "A"

City of Huntington Park Weed Abatement List - 2013

Reference Number	Street Address	Tract	Lot	Assessor's Parcel No.	Property Owner	Mailing Address
2013-01	2010 Slauson Ave.	0014	19	6321-001-0119	Festival Development Corp.	9841 Airport Blvd. #700 Los Angeles, CA 90045
2013-02	2417 E. 57 th Street	0011	007	6309-006-007	2417 E. 57 th St. LLC	2417 E. 57 th St., Huntington Park, CA 90255
2013-03	2632 E. 56 th Street	0013	12	6309-023-012	Arvayo Silvia Trust	2112 Randolph St. Huntington Park, CA 90255
2013-04	2522 E. 54 th Street	0022	21	6309-012-021	Reza Investment Group	993 S. Firefly Drive Anaheim, CA 92808

CITY OF
HUNTINGTON PARK
CITY CLERK

2013 APR 29 AM 9:57

Martin & Chapman Co.

1851 Wright Circle * Anaheim, California 92806 * 714/939-9866 * Fax 714/939-9870

CITY OF HUNTINGTON PARK
OFFICE OF THE CITY CLERK
6550 MILES AVE, RM 146
HUNTINGTON PARK, CA 90255-4302

APRIL 24, 2013
Invoice No.: 2013120

GENERAL MUNICIPAL ELECTION
March 5, 2013

Quantity	Description	Unit Price	Total	Pro-rated	CITY'S SHARE
PRE-ELECTION SUPPLIES					
1	Calendar of Events	NC	NC		
1	Election Handbook w/Resolutions Forms, Notices, Manual	NC	NC		
1	Elections Code of California	NC	NC		
1	Election Night Procedures Manual	NC	NC		
1	Email of Resolutions, Notices and Forms	\$20.00	\$20.00	1.00	\$20.00
PROCESSING OF COUNTY VOTER FILES RECEIVED					
1	E - 120 Day County Voter File	\$160.00	\$160.00	0.5000	\$80.00
1	E - 54 Day County Voter File	\$200.00	\$200.00	0.5000	\$100.00
1	E - 29 Day County Voter File	\$200.00	\$200.00	0.5000	\$100.00
1	E - 14 Day County Voter File	\$200.00	\$200.00	0.5000	\$100.00
120 DAY VOTER ID REPORT					
1	Voter Identification Report	20,600 voters	\$175.10	1.00	\$175.10
1	Set of Out of State/Country Voter Labels	\$25.00	\$25.00	0.5000	\$12.50
NOMINATION SUPPLIES					
1	Electronic Nomination Documents	\$50.00	\$50.00	1.00	\$50.00
10	Nomination Papers	\$0.50	\$5.00	1.00	\$5.00
10	Supplemental Nomination Papers	\$0.50	\$5.00	1.00	\$5.00
10	Candidate's Election Calendars	\$0.50	\$5.00	1.00	\$5.00
10	Petition in Lieu of Filing Fee	\$0.50	\$5.00	1.00	\$5.00
2	Certificates of Election - Imprinted	\$5.00	\$10.00	1.00	\$10.00

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Quantity	Description	Unit Price	Total	Pro-rated	CITY'S SHARE
2	Oaths of Office - Imprinted	\$5.00	\$10.00	1.00	\$10.00
MILITARY AND OVERSEAS VOTER SUPPLIES					
1	Process Military and Overseas Voters	\$75.00	\$75.00	0.5000	\$37.50
1	Ballot Groups	\$25.00	\$25.00	0.5000	\$12.50
22	Labels of Military & Overseas (Out of Country) Voters	\$0.25	\$5.50	0.5000	\$2.75
44	Labels of Election Official's Return Address	\$0.15	\$6.60	0.5000	\$3.30
27	Outgoing Envelopes	\$0.25	\$6.75	0.5000	\$3.38
27	Return Envelopes	\$0.25	\$6.75	0.5000	\$3.38
27	Facsimile Ballots	\$0.25	\$6.75	0.5000	\$3.38
27	Instructions to Voters	\$0.25	\$6.75	0.5000	\$3.38
27	Oath of Voter	\$0.25	\$6.75	0.5000	\$3.38
VOTE-BY-MAIL BALLOT SUPPLIES					
3614	Generate 54 Day PVBM / VBM Voter Labels (54 day voters)	25.00+0.25	\$928.50	0.5000	\$464.25
13	Generate 29 Day PVBM / VBM Voter Labels (29 day voters)	25.00+0.25	\$28.25	0.5000	\$14.13
23	Generate 14 Day PVBM / VBM Voter Labels (14 day voters)	25.00+0.25	\$30.75	0.5000	\$15.38
5	Correction Identification/Return Envelopes	\$0.35	\$1.75	0.5000	\$0.88
1025	Provisional Ballot Envelopes	\$0.35	\$358.75	0.5000	\$179.38
5000	Instructions for Voters - 8.5 x 11	\$0.25	\$1,250.00	0.5000	\$625.00
5000	Gray/Secrecy Envelopes	\$0.07	\$350.00	0.5000	\$175.00
5000	Outgoing Envelopes - #14 w/ and w/o indicia	\$50.00+0.30 ea	\$1,550.00	0.5000	\$775.00
3750	PVBM ID/Return Envelopes - #11 - Yellow	\$25.00+0.35 ea	\$1,337.50	0.5000	\$668.75
1250	ID/Return Envelopes - #11 - White	\$25.00+0.30 ea	\$400.00	0.5000	\$200.00
16	Voted Ballot Boxes for VBM Ballots-1/2 size	\$3.50	\$56.00	0.5000	\$28.00
16	Labels for 1/2 size Voted Ballot Boxes	\$0.50	\$8.00	0.5000	\$4.00
16	Seals for Voted Ballot Boxes	\$0.50	\$8.00	0.5000	\$4.00
VBM TRACKING SYSTEM					
20764	Vote by Mail Tracking System / Active and Inactive Voters		\$1,576.74	0.5000	\$788.37
PRECINCT SUPPLIES					
8	Precinct Supply Sets	\$110.00	\$880.00	0.5000	\$440.00
1	Sample Set	\$110.00	\$110.00	0.5000	\$55.00
1	Vote by Mail Canvass Set	\$45.00	\$45.00	0.5000	\$22.50
9	Sets of "I VOTED" stickers (700 per precinct + sample kit)	\$5.00	\$45.00	0.5000	\$22.50
9	Sets of Opto-Mark Pens for Opto-Mark Ballots	\$17.25	\$155.25	0.5000	\$77.63
2	Table Cloths / Colored	\$5.00	\$10.00	0.5000	\$5.00
837	Roster pages / Active & Inactive Voters voters	20,707	\$735.08	0.5000	\$367.54
988	Street Index pages / Active & Inactive Voters / 4 sets per precinct		\$459.41	0.5000	\$229.71
10	Election Officer / Inspector's Guidelines & Checklists	\$3.00	\$30.00	0.5000	\$15.00
37	Election Officer Outgoing Window Envelopes	\$0.10	\$3.70	0.5000	\$1.85

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Quantity	Description	Unit Price	Total	Pro-rated	CITY'S SHARE
WRITE-IN CANDIDATE SUPPLIES					
8	Write-In Instruction Sheets / 1 per Precinct / CCD	\$0.25	\$2.00		
144	Slips with Write-In Candidates Names / 18 per Precinct	\$0.25	\$36.00		
16	Tally Sheets for Write-In Candidates	\$1.00	\$16.00		
REPORTS					
64 DAYS BEFORE					
1	Voter Identification Report - (54 day reports) voters	20,699	\$235.94	0.5000	\$117.97
1	Polling Place Location Report - (54 day reports) voters	20,699	\$235.94	0.5000	\$117.97
29 DAYS BEFORE					
2	Voter Identification Report - (29 day reports) voters	20,700	\$411.90	0.5000	\$205.95
1	Polling Place Location Report - (29 day reports) voters	20,700	\$235.95	0.5000	\$117.98
SAMPLE BALLOT / VOTER INFORMATION PAMPHLETS					
14200	Sample Ballot Pamphlets/10 of 14 pages/ City-5pgs, CCD-5pgs	14	\$6,500.00	0.5000	\$3,250.00
14	<i>(this cost excludes pages of candidates statements paid for by candidates, invoiced separately)</i>				
PVBM INSERTS / VOTER INFORMATION PAMPHLETS			\$950.00	0.5000	\$475.00
5000	8.5 X 11 / 2 Panels - Huntington Park A				
5000	11 x 17 / 4 Panels - Huntington Park B		(included above)		
SAMPLE BALLOT MAILING LABELS					
1	NCOA (National Change of Address) Set-up charge	\$75.00	\$75.00	0.5000	\$37.50
16633	NCOA Processing for Change of Address	\$0.00375	\$62.37	0.5000	\$31.19
1	Mail Manager Automated Sort & Fafelization	\$150.00	\$150.00	0.5000	\$75.00
16633	Generate Voter Address Labels / 54 day labels		\$936.65	0.5000	\$468.33
25	Generate Voter Address Labels / 29 day labels		\$26.25	0.5000	\$13.13
40	Generate Voter Address Labels / 15 day labels		\$27.00	0.5000	\$13.50
OFFICIAL BALLOTS AND SUPPLIES					
Official Ballots - Typeset Ballot / per side / English & Spanish					
1	Card 1 - Front - 101 / City, CCD	\$300.00	\$300.00	0.5000	\$150.00
1	Card 1 - Back - 102 / CCD	\$300.00	\$300.00		
5000	Official Ballots / Vote by Mail	\$0.23	\$1,150.00	0.5000	\$575.00
10550	Official Ballots / Precincts	\$0.23	\$2,426.50	0.5000	\$1,213.25
300	Official Ballots / Test-Duplicates	\$0.23	\$69.00	0.5000	\$34.50
15850	Total Official Ballots				
1	Test / Duplicate Overprint / each Card	\$25.00	\$25.00	0.5000	\$12.50
9800	Gray Secrecy Envelopes - Rental	\$35.00	\$343.00	0.5000	\$171.50
BALLOT COUNTING / ELECTION NIGHT SUPPLIES					
1	Election Night Supply Kit	\$35.00	\$35.00	0.5000	\$17.50
26	Counted Ballot Seals / 2 per precinct + extras	\$1.00	\$26.00	0.5000	\$13.00
1	Ballot Counter Programming only / City, CCD	\$1,750.00	\$1,750.00	0.5000	\$875.00

HuntingtonPark-2013 0305-Invoice

Quantity	Description	Unit Price	Total	Pro-rated	CITY'S SHARE
1	Add'l Programming / Card 1-side 2/102 / CCD	\$500.00	\$500.00	0.5000	\$250.00
8	Add'l Programing to count VBM's/Provisionals by precinct	\$20.00	\$160.00	0.5000	\$80.00
2	Ballot Counter Operator(s)	\$650.00	\$1,300.00	0.5000	\$650.00
1	Add'l Tally of Late VBM's & Provisional Ballots	\$600.00	\$600.00	0.5000	\$300.00
SUBTOTAL					
	Subtotal / Taxable Items		\$30,459.13		\$15,195.19
	Sales Tax	0.09	\$2,741.32		\$1,367.57
			\$33,200.45		\$16,562.76
MISCELLANEOUS SERVICES					
1	Repair/maintenance/re-wrapping of Voting Booths / hour	\$25.00	\$25.00	0.5000	\$12.50
TRANSLATIONS					
1	Department of Justice compliance requirements - Annual revision/editing of new and current materials for Notices, Sample Ballot pages, VBM Materials, and Precinct Supplies into all languages - bi-annual charge per city	\$300.00	\$300.00	0.5000	\$150.00
1	Spanish Translations Ballot(s) / Designations / City	\$150.00	\$150.00	1.0000	\$150.00
MAILING SERVICES / SAMPLE BALLOTS					
1	54 Day File transfer to mailer, address machine setup	\$350.00	\$350.00	0.5000	\$175.00
1	Ballot Group setups	\$30.00	\$30.00	0.5000	\$15.00
13017	Affixing Address Labels / <20,000		\$750.00	0.5000	\$375.00
1	Postal documentation	\$70.00	\$70.00	0.5000	\$35.00
1	29 Day File transfer to mailer, address machine setup	\$250.00	\$250.00	0.5000	\$125.00
1	Ballot Group setups	\$25.00	\$25.00	0.5000	\$12.50
25	Affixing Address Labels	\$0.50	\$12.50	0.5000	\$6.25
1	15 Day File transfer to mailer, address machine setup	\$100.00	\$100.00	0.5000	\$50.00
1	Ballot Group setups	\$25.00	\$25.00	0.5000	\$12.50
40	Affixing Address Labels	\$0.50	\$20.00	0.5000	\$10.00
POSTAGE ACTIVITY / SAMPLE BALLOTS					
	Postage Received from City / Check # 180184		(\$4,550.00)		
13001	Standard Rate Postage - 1st mailing-54 day file		\$3,132.81		
16	1st Class Postage - 1st mailing -Out of State/Country		\$28.00		
25	1st Class Postage - 2nd mailing-29 day file		\$28.00		
40	1st Class Postage - 3rd mailing-15 day file		\$44.80		
	Additional Postage Due (Credit for unused postage)		(\$1,316.39)	1.00	-\$1,316.39
16	Affix Meter Tape 1st class Postage to Out State/Out Country	\$100.00	\$100.00	0.5000	\$50.00
25	Affix Meter Tape 1st class Postage to Pamphlets-29 day	\$0.25	\$6.25	0.5000	\$3.13

HuntingtonPark-2013 0305-Invoice

Quantity	Description	Unit Price	Total	Pro-rated	CITY'S SHARE
40	Affix Meter Tape 1st class Postage to Pamphlets-15 day	\$0.25	\$10.00	0.5000	\$5.00
6	Affix Clear Tabs to International Mail		\$50.00	0.5000	\$25.00
MAILING SERVICES / VOTE-BY-MAIL BALLOTS					
1	Track My Mail / tracking for VBM Ballots / Setup	\$150.00	\$150.00	0.5000	\$75.00
3614	Track My Mail / ea	\$0.005	\$18.07	0.5000	\$9.04
PVBM's					
3650	Addressing PVBM Envelopes and labels / 54 + 29 + 15 days	\$0.25	\$912.50	0.5000	\$456.25
3598	Inserting PVBM materials into #14 Outgoing Envelopes/54 day only		\$949.50	0.5000	\$474.75
1	Mail preparation, Postal Documentation	\$150.00	\$150.00	0.5000	\$75.00
CITY CLERK'S VBM'S FOR ISSUING					
1150	Inserting VBM materials into #14 Outgoing Envelopes/54 day only		\$337.50	0.5000	\$168.75
POSTAGE ACTIVITY / VOTE-BY-MAIL BALLOTS					
	Postage Received from City / Check #180185	(\$800.00)			
3688	PVBM ballots	\$735.23			
10	PVBM ballots - Out of State	\$0.60			
	Additional Postage Due (Credit for unused postage)	(\$58.17)	(\$58.17)	1.00	-\$58.17
10	Affix Meter Tape 1st class Postage to PVBM's - 54 Day file	\$0.25	\$2.50	0.5000	\$1.25
DELIVERY SERVICES					
1	Deliver Sample Ballots to Post Office / 54 days	\$500.00	\$500.00	0.5000	\$250.00
1	Deliver PVBM Ballots to Post Office	\$350.00	\$350.00	0.5000	\$175.00
1	Deliver Precinct Supplies to City	\$425.00	\$425.00	0.5000	\$212.50
1	Pickup Precinct Supplies after election from City	\$425.00	\$425.00	0.5000	\$212.50
8	Pickup from & Return to County Warehouse - Ballot Boxes, etc.		\$320.00	0.5000	\$160.00
	UPS/Fed Ex charges		\$312.00	0.5000	\$156.00
	Total Nontaxable Items		\$5,751.26		\$2,263.36
TOTAL DUE THIS INVOICE			\$38,951.71		\$18,826.12
TERMS NET 30 DAYS / 1.5% PER MONTH THEREAFTER					

HuntingtonPark-2013 0305-Invoice



CARL WARREN & COMPANY
Claims Management and Solutions

TO: Rosanna Ramirez
City of Huntington Park

DATE: 4-16-13

CLAIMANT: Paul Tapia

DOL: 7-1-08

FILE NUMBER:
FACTS:

PAYABLE TO: Lynberg & Watkins

Invoice No: 32439

2013 APR 22 PM 2:11
CITY OF
HUNTINGTON PARK
CITY CLERK

IRS#: 95-3711393

AMOUNT: \$1,925.98

SEND CHECK TO: CW&CO PAYEE W/ COPY TO CW&CO
 OTHER

COMMENTS:

THANK YOU

Joseph Klecansky
jklecansky@carlwarren.com

AN EMPLOYEE-OWNED COMPANY

770 S. Placentia Avenue | Placentia, CA 92870

P.O. Box 25180 | Santa Ana, CA 92799-5180

www.carlwarren.com | Tel: 714-572-5200 | 800-572-6900 | Fax: 951-254-4023

CA License No. 2607296



CARL WARREN & COMPANY

Claims Management and Solutions

TO: Rosanna Ramirez
City of Huntington Park

DATE: 4-16-13

CLAIMANT: Janet Maez

DOL: 4-23-11

FILE NUMBER:

FACTS:

PAYABLE TO: Lynberg & Watkins

Invoice No: 32440

IRS#: 95-3711393

2013 APR 22 PM 2: 11
CITY OF
HUNTINGTON PARK
CITY CLERK

AMOUNT: \$5,182.93

SEND CHECK TO: CW&CO PAYEE W/ COPY TO CW&CO
 OTHER

COMMENTS:

THANK YOU

Joseph Klecansky
jklecansky@carlwarren.com

AN EMPLOYEE-OWNED COMPANY

770 S. Placentia Avenue | Placentia, CA 92650

P. O. Box 25180 | Santa Ana, CA 92799-5100

www.carlwarren.com | Tel: 714-572-5200 | 800-572-6900 | Fax: 951-254-4423

CA License No. 2607296



CARL WARREN & COMPANY
Claims Management and Solutions

TO: Rosanna Ramirez
City of Huntington Park

DATE: 4-16-13

CLAIMANT: Olga Padilla

DOL: 11-30-10

FILE NUMBER:
FACTS:

PAYABLE TO: Lynberg & Watkins

Invoice No: 32446

IRS#:95-3711393

AMOUNT: \$1,346.89

SEND CHECK TO: CW&CO PAYEE W/ COPY TO CW&CO
 OTHER

COMMENTS:

THANK YOU

Joseph Klecansky
jklecansky@carlwarren.com

2013 APR 22 PM 2:14
CITY OF
HUNTINGTON PARK
CITY CLERK

AN EMPLOYEE-OWNED COMPANY

770 S. Placentia Avenue | Placentia, CA 92676

P.O. Box 25100 | Santa Ana, CA 92796-5100

www.carlwarren.com | Tel 714-572-5200 | 800-572-0900 | Fax 951-254-9425

CA License No. 2607296



CARL WARREN & COMPANY
Claims Management and Solutions

TO: Rosanna Ramirez
City of Huntington Park

DATE: 4-16-13

CLAIMANT: David Bernal

DOL: 7-23-11

FILE NUMBER:
FACTS:

PAYABLE TO: Lynberg & Watkins

Invoice No: 32447

2013 APR 22 PM 2:11
CITY OF HUNTINGTON PARK
CITY CLERK

IRS#: 95-3711393

AMOUNT: \$1,183.41

SEND CHECK TO: CW&CO PAYEE W/ COPY TO CW&CO
 OTHER

COMMENTS:

THANK YOU

Joseph Klecansky
jklecansky@carlwarren.com

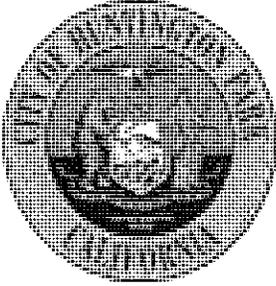
AN EMPLOYEE-OWNED COMPANY

770 S. Placentia Avenue | Placentia, CA 92670

P.O. Box 25180 | Santa Ana, CA 92709-5180

www.carlwarren.com | Tel. 714-572-5200 | 800-572-6900 | Fax 951-254-6153

CA License No. 2041236



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

May 20, 2013

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

Dear Mayor and Members of the City Council:

APPROVE POLICY FOR THE SELECTION OF LEGAL AND PROFESSIONAL SERVICES RELATED TO WORKERS COMPENSATION AND GENERAL LIABILITY CLAIMS.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt policies that outline the selection process for legal and professional services for workers compensation and general liability claims
2. Adopt by Resolution, the authorization of the City Manager, Finance Director and the Chief of Police to settle potential general liability/injury claims against the City not to exceed or up to \$5,000.
3. Adopt by Resolution, the authorization of the Public Works Director and Parks & Recreation Director to settle potential general liability/injury claims against the City not to exceed or up to \$3,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City does not have a formal policy to address the selection and engagement of legal services related to workers compensation and general liability claims. Moreover, there does not appear to be a formal contract on file with the law firm handling the majority of our current general liability claims (Lynberg & Watkins).

The City self-insures its general liability and workers compensation claims. It is a member of the Independent Cities Risk Management Authority (ICRMA), a risk management pool that provides insurance coverage for claims (and legal expenses) above out self-insured retention (SIR) limit of \$250,000.

APPROVE POLICY FOR THE SELECTION OF LEGAL AND PROFESSIONAL SERVICES RELATED TO WORKERS COMPENSATION AND GENERAL LIABILITY CLAIMS.

May 20, 2013

Page 2 of 4

Litigation costs are the only cost component that a City can directly control in its liability claims. The ICRMA has assembled a special City Managers task force to address these concerns, specifically developing a limited list of approved/recommended law firms and imposing a penalty if selecting a firm outside the approved list.

It is important to note that the City does not have formal written policies to address the handling of its general liability claims. The role of the City Attorney, City Clerk, City Manager, Third Party Administrator (TPA) and Department Heads must be clearly delineated in this policy. However, the City has a number of pending litigation claims that require immediate action. The City Council must develop a policy on how to select legal services in order to proceed with these cases post haste. The ICRMA has provided a list of 8 recommended/approved litigation firms based on area of expertise (see Attachment "A").

Staff would recommend that the City Council adopt a policy that requires that City staff to engage legal services from among an ICRMA approved/recommended list, based on the applicable area of expertise, for a not-to-exceed amount of \$15,000, which may be increased to \$25,000 upon City Manager approval.

In addition, the ICRMA recommends empowering City staff with the ability to settle low dollar potential claims before they are filed. Often, the legal fees associated with such claims can exceed the total payout on the potential claim. This policy is especially helpful "out in the field" or immediately after an incident has occurred.

Consequently, staff recommends that the City Council adopt a resolution that provides the Chief of Police, City Manager, and Finance Director the ability to settle a claim not-to-exceed \$5,000. In addition, the City Council should adopt a policy that provides the Public Works Director and Parks and Recreation Director the ability to settle a claim not-to-exceed \$3,000. Each claim that is settled under this authority must be presented to the City Council, in closed session, for review.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City does not have formal policies that outline the management process for general liability claims or the selection of legal services. The City's current purchasing policy does not address this issue either.

APPROVE POLICY FOR THE SELECTION OF LEGAL AND PROFESSIONAL SERVICES RELATED TO WORKERS COMPENSATION AND GENERAL LIABILITY CLAIMS.

May 20, 2013

Page 3 of 4

Section 935.4 of the Government Code of the State of California provides that a local public entity may authorize an employee of the local public entity to resolve a claim against the local public entity.

FISCAL IMPACT OF PROPOSED ACTION:

There are two or more outstanding general liability claims against the City that require immediate legal action, which includes the multiple-claimant incident at Chino Hills. Although the potential financial exposure for these cases is not known at this moment, the initial legal expenses should not exceed \$40,000.

In the long run, an effective litigation management strategy will save the City thousands of dollars in legal bills and payouts.

CONCLUSION

The City should develop formal written policies to address the handling of its general liability claims. The role of the City Attorney, City Clerk, City Manager, Third Party Administrator (TPA), and Department Heads and case evaluation process must be clearly delineated in this policy.

Respectfully submitted,

RENÉ BOBADILLA
City Manager, P.E.



JULIO MORALES
Director of Finance

APPROVE POLCITY FOR THE SELECTION OF LEGAL AND PROFESSIONAL SERVICES RELATD TO WORKERS COMPENSATION AND GENERAL LIABILITY CLAIMS.

May 20, 2013

Page 4 of 4

ATTACHMENTS:

Attachment A: Recommended Litigation Firms from ICRMA Approved Panel List

Attachment B: Resolution establishing a policy which delegates basic claim handling of minor claims to the City Manager, Finance Director and the Chief of Police as authorized by Government Code Section 935.4

Attachment C: Resolution establishing a policy which delegates basic claim handling of minor claims to the Public Works Director and the Parks & Recreation Director as authorized by Government Code Section 935.4

ATTACHMENT "A"

RECOMMENDED LITIGATION FIRMS FROM ICRMA APPROVED PANEL LIST

<u>DEFENSE FIRM</u>	<u>ATTORNEY</u>	<u>AREA OF EXPERTISE</u>
Alderman & Hilgers	Dan Alderman	EPL/Excessive Force
Carpenter & Rothans	Steve Rothans Marty Carpenter	Police General-Premises Liab Dangerous Condition of Public Property
Ferguson, Praet & Sherman	Bruce Praet Peter Ferguson	Police Police
Jones & Mayer	Harold Potter Jim Touchstone	General-Premises Liab Dangerous Condition of Public Property/Design EPL
Lewis, Brisbois	Dana Fox	General Litigation and Police
Manning & Kass	Eugene Ramirez Missy O'Linn	General Litigation and Police
McCune & Harber	Dana McCune Lou Marino Maureen Simon	General Litigation & EPL EPL General Litigation
Woodruff, Spradlin	Dan Spradlin	General Litigation, Police and EPL

RECOMMENDED LITIGATION FIRMS

May 14, 2013

Of the firms listed above, I have found the billing practices of the following very reasonable and appropriate:

1. Alderman & Hilgers
2. Ferguson, Praet & Sherman (I have also seen Bruce Praet in Trial and he was very good)
3. Jones & Mayer (Especially files handled by Harold Potter, but have had issues with timely reporting in dealing with them in the past)
4. McCune & Harber (especially Dana McCune & Maureen Simon) – I have worked with this firm extensively for 20+ years and all are extremely competent.
5. Woodruff, Spradlin –I have worked with Dan Spradlin extensively for 15+ years and have also seen him in Trial.

In addition, I have previously worked with Rippetoe Miles (Greg Rippetoe) and Law Offices of Robert Gokoo (Bob Gokoo) – they are both good on trip and fall cases/sidewalk-dangerous condition cases and their billing is also reasonable.

Below I have also listed the firms by area of expertise:

General Litigation

Carpenter & Rothans

Jones & Mayer
Lewis, Brisbois
Manning & Kass
McCune & Harber
Woodruff, Spradlin

Police

Alderman & Hilgers
Carpenter & Rothans
Ferguson, Praet

Lewis, Brisbois
Manning & Kass
McCune & Harber
Woodruff, Spradlin

EPL

Alderman & Hilgers

Jones & Mayer

McCune & Harber
Woodruff, Spradlin

1 ATTACHMENT "B"

2
3 RESOLUTION NO. _____

4 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
5 HUNTINGTON PARK ESTABLISHING A POLICY WHICH DELEGATES
6 BASIC CLAIM HANDLING OF MINOR CLAIMS TO THE CITY MANAGER,
7 CHIEF OF POLICE AND FINANCE DIRECTOR AS AUTHORIZED BY
8 GOVERNMENT CODE SECTION 935.4

9 THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES HEREBY
10 RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

11 WHEREAS, Section 935.4 of the Government Code of the State of California provides that a
12 local public entity may authorize an employee of the local public entity to resolve a claim against the
13 local public entity; and

14 WHEREAS, this City has now determined to adopt such a policy;

15 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK
16 DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

17 SECTION 1. The City Manager, Chief of Police and Finance Director are each authorized to
18 take administrative actions necessary to resolve a claim against the City that does not exceed \$5,000
19 pursuant to the provisions of Government Code Section 935.4.

20 SECTION 2. This Resolution shall become effective immediately upon its adoption.

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

22 APPROVED AND ADOPTED this _____th day of _____, _____.

23 _____
24 Mayor

25 ATTEST:

26 _____
27 City Clerk
28

ATTACHMENT "C"

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK ESTABLISHING A POLICY WHICH DELEGATES BASIC CLAIM HANDLING OF MINOR CLAIMS TO THE PUBLIC WORKS DIRECTOR AND PARKS AND RECREATION DIRECTOR AS AUTHORIZED BY GOVERNMENT CODE SECTION 935.4

THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

WHEREAS, Section 935.4 of the Government Code of the State of California provides that a local public entity may authorize an employee of the local public entity to resolve a claim against the local public entity; and

WHEREAS, this City has now determined to adopt such a policy;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The Public Works Director and Parks and Recreation Director are each authorized to take administrative actions necessary to resolve a claim against the City that does not exceed \$3,000 pursuant to the provisions of Government Code Section 935.4.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

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

APPROVED AND ADOPTED this _____ th day of _____, _____.

Mayor

ATTEST:

City Clerk



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

May 20, 2013

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

Dear Mayor and Members of the City Council:

APPROVE PARTNERSHIP WITH THE LOS ANGELES COUNTY BICYCLE COALITION (LACBC) AND AUTHORIZE USE OF GRANT MONIES TO FUND BICYCLE RELATED ACTIVITIES.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize City Manager to use METRO - Transportation Development Act (TDA), Air Quality Management District (AQMD), Asset Forfeiture and other grant monies to fund bicycle-related programs and activities.
2. Approve contract with the LACBC to provide community meetings, planning and events related to grant funded bicycle-related activities for an amount not-to-exceed \$20,000.
3. Authorize the City of Huntington Park to submit a Community Partnership Grant application with the LACBC to the Bikes Belong Coalition.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City would like to establish a partnership with the Los Angeles County Bicycle Coalition (LACBC) to assist with three key functions:

1. Developing a bicycle master plan
2. Coordinate community meetings and events
3. Implement various grant funded bicycle programs

The Los Angeles County Bicycle Coalition

The LACBC is a nonprofit organization with over 1,500 members, which serves as the primary regional advocacy, education, and outreach organization for the various bicycle groups in Los Angeles County. The LACBC endeavors toward the advancement of

APPROVE PARTNERSHIP WITH THE LOS ANGELES COUNTY BICYCLE COALITION (LACBC) AND AUTHORIZE USE OF GRANT MONIES TO FUND BICYCLE RELATED ACTIVITIES.

May 20, 2013

Page 2 of 6

bicycle-friendly policies in the following areas: infrastructure, legislation, law enforcement, transit integration, and education.

The LACBC is the primary bike-advocacy umbrella organization in Los Angeles County; it has various grants from the Los Angeles County Metropolitan Transportation Authority (LAMTA), Los Angeles County, and Southern California Association of Governments. However, the key reason the City is seeking to establish a partnership with the LACBC is because of its grassroots organizing efforts and focus on prioritizing low-income multicultural communities.

Bike-Related Programs

The City is in the process of developing a bicycle master plan, which will be funded with Metro TDA, Article 3 grant monies. In addition to developing the bicycle master plan, the City is seeking to develop a variety of grant-funded bicycle-related programs that will address transportation, health, public safety, and economic development issues. These programs include:

- Bicycle Master Plan
- Bike Rack and Locker Installation
- Operation FireFly (free bike light program)
- Bike Safety Program (free locks, helmets, brakes, and lights)
- Bike-Exchange Program
- Earn-A-Bike Program
- Bike Drag Race (night time race along Pacific Blvd)

The programs will be funded from a variety of grant monies: TDA, AQMD, Bikes Belong, Los Angeles County Public Health, and Asset Forfeiture. The LACBC will serve as an extension of staff in implementing these programs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Transportation Development Act (TDA) – The City is in the process of developing a bicycle master plan. The City has engaged, Evan Brooks Associates, to draft this plan using TDA Article 3 monies. One of the requirements of the bicycle master plan is to obtain input through community meetings. The City would like to engage the LACBC to assist the City in the community-related elements of the bicycle master plan. Specifically, the LACBC will provide a census for commuter “invisible” cyclists in the City, provide feedback on location/selection of bicycle racks, and provide a review/feedback on the bicycle master plan. The LACBC will be paid \$10,000 for these services (estimated 120 hours). In addition, there is \$3,000 available for education, which can fund marketing/outreach materials and supplies.

APPROVE PARTNERSHIP WITH THE LOS ANGELES COUNTY BICYCLE COALITION (LACBC) AND AUTHORIZE USE OF GRANT MONIES TO FUND BICYCLE RELATED ACTIVITIES.

May 20, 2013

Page 3 of 6

The City Council has approved \$24,000 of TDA grant monies for the installation of bicycle racks around the City. The City must use approximately \$34,000 of TDA monies before the end of the fiscal year (or lose it).

AQMD - The City would like to fund four bike programs using AQMD monies, these monies will be used to pay for LACBC project implementation/staff time and to purchase bicycle equipment such as bikes, locks, helmets, and lights:

1. Operation FireFly - Provide free bike lights to night time bike riders and commuters.
2. Bike Safety Program – Provide free locks, helmets, brakes, and lights to low-income bicycle commuters.
3. Bike-Exchange Program – Bicycle (Vehicle) Replacement Program for low-income daily commuters or “invisible cyclists”. Program participants will earn their bike by taking Bike Safety 101 class and volunteering at bike-related community events.
4. Earn-A-Bike Program – Provide bicycles to new bike riders that participate in a Bike Safety 101 program and volunteer at bike-related community events.

The majority of the monies for these programs will be applied toward the purchase of bicycles, bike safety equipment, and materials and supplies. The City and LACBC will seek to obtain donations and discounts for such equipment, as well as establishing community sponsors.

For example, the LACBC can purchase bicycles sold for \$500 retail for \$350 from KHS Bicycles, Inc. It purchases each light for approximately \$6.00. Therefore, the scale of these programs will be limited by our ability to build strong alliances and leverage resources.

AQMD (AB 2766) limits the amount of monies that can be applied toward public education programs to 10% of the annual award (10% of \$100,000). The LACBC will be paid \$7,500 to implement these programs, including Bike Safety 101 class; an additional \$2,500 will be earmarked for materials and supplies.

Operation FireFly – This program is designed to increase bicycle awareness, safety, and advocacy. The program identifies primary bike commuter routes in the City and provides free night lights to riders without them. This is a critical bike safety campaign; we plan to have 2-3 events and give away 300 lights. These events will also serve to advertise and build the word of mouth for the end-of-summer Drag Race on Pacific Blvd.

APPROVE PARTNERSHIP WITH THE LOS ANGELES COUNTY BICYCLE COALITION (LACBC) AND AUTHORIZE USE OF GRANT MONIES TO FUND BICYCLE RELATED ACTIVITIES.

May 20, 2013

Page 4 of 6

The staffing and coordination for these events will be provided by LACBC and volunteers. Equipment costs will be funded by Asset Forfeiture monies.

Bike Exchange Program is counted as a vehicle replacement by AQMD, and therefore, can be funded outside of the 10% (education program) cap. This program is designed to replace bicycles for "invisible cyclist" that often work in the restaurants and stores along Pacific Blvd. and Florence Ave. Staff would like to *initially* commit \$5,000 toward the Bike Exchange program to fund 10 bike exchanges, which would include the cost of a new bike, helmet, locks, lights, pump, and flat tire kit.

Earn-A-Bike Program is designed to gain new bike commuters and advocates. AQMD guidelines permit use of monies toward various bicycle-related uses, which includes a bicycle purchase program. These costs can also be funded outside of the 10% cap. Staff would like to commit \$5,000 of AQMD monies toward the first year of the Earn-A-Bike Program to fund 10 bike kits, which would include the cost of a new bike, helmet, locks, lights, pump, and flat tire kit.

Asset Forfeiture – The Police Department can make available monies for the purchase of bicycle safety equipment for these various programs, which includes locks, lights, helmets, pumps, brakes, bike repair kits, and cowbells. The Police will also have helmets and lights available in their patrol vehicles and at police headquarters, in lieu of providing tickets to cyclists.

We are requesting \$15,000 from Asset Forfeiture in Fiscal Year 2013-2014: \$12,000 for the purchase of bike safety equipment and \$3,000 for materials and equipment for the Drag Race Event, including cow bells.

Obesity Prevention Grant – The Parks and Recreation Department has applied for a Nutrition Education Obesity Prevention (NEOP) grant through the County of Los Angeles Public Health Department. The grant is designed to encourage multi-generational fitness and health. The grant application has funding for a bike component that would include monies for bike-related activities, which may include events such as the Drag Race.

Bike Belong Grant – The City will apply in partnership with the LACBC for a Community Partnership Grant with the Bikes Belong Coalition. The amount of the grant is \$2,000 to \$10,000. The application will seek to use these monies to supplement costs associated with the Drag Race.

Bike Drag Race on Pacific Blvd.

Staff is proposing to put on a Drag Race for fixed gear cyclists on a Friday night (8-10 pm). The event would close two blocks of Pacific Boulevard and would be targeted toward the youth and young adults (ages 16-33) that ride fixed gear bicycles "fixies" throughout Los Angeles.

APPROVE PARTNERSHIP WITH THE LOS ANGELES COUNTY BICYCLE COALITION (LACBC) AND AUTHORIZE USE OF GRANT MONIES TO FUND BICYCLE RELATED ACTIVITES.

May 20, 2013

Page 5 of 6

We hope to have this event introduce a hip urban crowd to Huntington Park. The event will provide family-friendly entertainment, bike advocacy/education, and economic development opportunities. This event has proven very successful in Downtown Los Angeles.

The event would seek to partner with corporate and local business partners (e.g., Monarca Bakery & Tierra Mia), as well as "leverage" multiple funding sources (i.e., AQMD, Asset Forfeiture, TDA, and other grant monies).

Preliminary estimate for the direct costs this event is \$7,000 to \$10,000:

- \$2,500 materials and supplies
- \$3,000 prizes
- \$2,000 advertising
- \$2,500 other

The City will contribute staffing costs for street closure, LACBC will provide volunteers and staff to advertise and coordinate the event.

FISCAL IMPACT/FINANCING:

The City is seeking to budget \$48,000 for bicycle-related activities from the following grant resources:

TDA

- \$10,000 LACBC – community elements of bicycle master plan
- \$3,000 marketing outreach, materials and supplies

AQMD

- \$7,500 LACBC program implementation
- \$2,500 materials and supplies
- \$5,000 Bike Exchange
- \$5,000 Earn-A-Bike

Asset Forfeiture

- \$10,000 Bike Safety Equipment (helmets, lights, locks, bike repair kits)
- \$2,000 Operation FireFly (300 lights)
- \$3,000 Drag Race Events (prizes)

It is important to note that grant guidelines for TDA and AQMD programs stipulate that these monies should be used for bicycle-related activities. The City has not spent any of these grant monies for these uses to date.

APPROVE PARTNERSHIP WITH THE LOS ANGELES COUNTY BICYCLE COALITION (LACBC) AND AUTHORIZE USE OF GRANT MONIES TO FUND BICYCLE RELATED ACTIVITES.

May 20, 2013

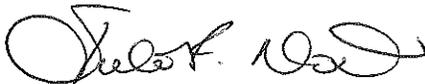
Page 6 of 6

CONCLUSION

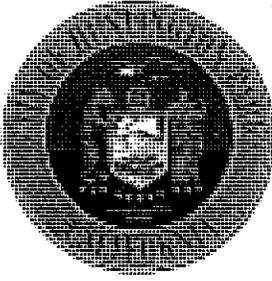
The City Manager shall execute a contract with the LACBC in a not-to-exceed amount of \$20,000 to assist in implementing and coordinating these programs as outlined above.

Respectfully submitted,

RENÉ BOBADILLA
City Manager, P.E.

A handwritten signature in black ink, appearing to read 'Julio Morales', written in a cursive style.

JULIO MORALES
Director of Finance



CITY OF HUNTINGTON PARK

Department of Parks and Recreation

City Council Agenda Report

May 20, 2013

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

Dear Mayor and Members of the City Council:

AWARD CONTRACT FOR SUMMER FOOD SERVICE, AFTER SCHOOL SNACK, AND SUPPER PROGRAMS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the agreement with Unified Nutrimeals to provide food service for the Summer Food Service, After School Snack, and Supper Programs for Fiscal Year 2013-2014.
2. Authorize the City Manager to sign the agreement between the City of Huntington Park and Unified Nutrimeals.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

City staff has completed a public bid process to contract for food services related to the City's youth nutrition program and recommends that the agreement be awarded to Unified Nutrimeals. The City has received federal funding since 2002 to reimburse the costs to provide free nutritious meals to children 18 years and younger. In Fiscal Year 2013-2014, the City will provide free meals including summer lunch, after school snack, and supper to children at the following sites:

<u>Park Name</u>	<u>Address</u>	<u>Meal Type</u>
1) Salt Lake Park	3401 E. Florence Avenue	Summer Lunch/Supper
2) Freedom Park	3801 E. 61 st Street	Summer Lunch/Supper
3) Keller Park	6550 Miles Avenue	Summer Lunch/Snack
4) Raul R. Perez Memorial Park	6208 Alameda Street	Snack

The City's current contract services agreement for food service expires on June 30, 2013. In order to continue providing free nutritious meals in Fiscal Year 2013-2014, the City completed a public bid process to contract for food services.

AWARD CONTRACT FOR SUMMER FOOD SERVICE, AFTER SCHOOL SNACK,
AND SUPPER PROGRAMS

May 20, 2013

Page 2 of 2

FISCAL IMPACT/FINANCING

The bid submitted by Unified Nutrimeals is for an amount not to exceed \$87,054.30. All expenses incurred by the City related to the nutrition program are fully reimbursed to the City on a monthly basis by the California Department of Education, which administers the federal program funds. The City will budget \$87,054.30 in account no. 111-6055-451.57-42 in Fiscal Year 2013-2014 to fund the City's nutrition program.

CONTRACTING PROCESS

The Request for Proposal (RFP) was approved at the regularly scheduled City Council meeting of April 1, 2013. The RFP was subsequently advertised in the newspaper, published on the City website, and distributed directly to qualified food service vendors. Three bids were submitted to the City by the May 1, 2013, deadline. Each bid was evaluated by staff based on six factors described in the RFP. Unified Nutrimeals' bid was determined to be the most qualified bid based on the evaluation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Starting in July 2013, snacks will be provided during after school hours at Raul R. Perez Memorial Park. In addition, starting in August 2013, supper will be provided at Salt Lake Park and Freedom Park. These new program components are in addition to the meals currently served at Salt Lake Park, Freedom Park, and Keller Park.

CONCLUSION

Please return one signed copy of the Agreement to the Department of Parks and Recreation and to the City Clerk's Office.

Respectfully submitted,

RENÉ BOBADILLA
City Manager, P.E.



Handwritten signature of Josette Espinosa in cursive script.

JOSETTE ESPINOSA
Director of Parks and Recreation

ATTACHMENTS

Attachment A: Agreement to Furnish Food Service

ATTACHMENT "A"

VENDOR #: AGREEMENT #:

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AND
SUMMER FOOD SERVICE PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

THIS AGREEMENT IS ENTERED INTO ON THIS 20TH DAY OF MAY, 2013 BY
MONTH YEAR

AND BETWEEN CITY OF HUNTINGTON PARK, HEREINAFTER REFERRED TO AS THE
NAME OF AGENCY

AGENCY OR CITY, AND UNIFIED NUTRIMEALS, HEREINAFTER REFERRED TO AS THE
NAME OF FOOD SERVICE MANAGEMENT COMPANY

VENDOR.

WHEREAS, IT IS NOT WITHIN THE CAPABILITY OF THE AGENCY TO PREPARE SPECIFIED MEALS UNDER THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP) AND SUMMER FOOD SERVICE PROGRAM (SFSP); AND

WHEREAS, THE FACILITIES AND CAPABILITIES OF THE VENDOR ARE ADEQUATE TO PREPARE AND DELIVER SPECIFIED MEALS FOR THE AGENCY'S FACILITY(IES); AND

WHEREAS, THE VENDOR IS WILLING TO PROVIDE SUCH SERVICES TO THE AGENCY ON A COST REIMBURSEMENT BASIS.

THEREFORE, BOTH PARTIES HERETO AGREE AS FOLLOWS:

THE VENDOR AGREES TO:

1. PREPARE AND DELIVER THE MEALS INCLUSIVE OF MILK TO LOCATIONS SET OUT IN SCHEDULE A, ATTACHED HERETO AND MADE A PART HEREOF, BY THE TIMES AND DATES SPECIFIED IN SCHEDULE A, IN ACCORDANCE WITH THE NUMBER OF MEALS REQUESTED AND AT THE COSTS PER MEAL AS SPECIFIED IN SECTION E OF THE PROPOSAL . A COPY OF SAID PROPOSAL IS ATTACHED HERETO AS EXHIBIT 1 AND IS INCORPORATED HEREIN BY THIS REFERENCE.
2. ASSURE THE AGENCY THAT NO TITLE III(C) FUNDS HAVE BEEN APPLIED TO THE COST OF OR TITLE III(C) COMMODITIES USED FOR THE PREPARATION OF THESE MEALS.
3. PROVIDE THE AGENCY, FOR APPROVAL, A PROPOSED MENU FOR EACH MONTH AT LEAST * 10 DAYS PRIOR TO THE BEGINNING OF THE MONTH TO WHICH THE MENU APPLIES. ANY CHANGES TO THE MENU MADE AFTER AGENCY APPROVAL, MUST BE AGREED UPON BY THE AGENCY AND DOCUMENTED ON THE MENU RECORDS.

* Negotiable time frame but should be no longer than 24 hours.

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

VENDOR #:
AGREEMENT #:

4. ASSURE THAT EACH MEAL PROVIDED TO THE AGENCY UNDER THIS CONTRACT MEETS THE MINIMUM REQUIREMENTS AS TO THE NUTRITIONAL CONTENT AS SPECIFIED BY THE SFSP MEAL PATTERN AND THE CHILD AND ADULT CARE FOOD PROGRAM'S SCHEDULE B--MEAL PATTERN FOR OLDER CHILDREN (ATTACHED) WHICH IS EXCERPTED FROM THE TITLE 7 CODE OF FEDERAL REGULATIONS, PART 226.20.
5. MAINTAIN COST RECORDS SUCH AS INVOICES, RECEIPTS, AND/OR OTHER DOCUMENTATION THAT SHOWS THE PURCHASE, OR AVAILABILITY TO THE VENDOR, OF MEAL COMPONENTS, AS ITEMIZED IN THE MEAL PREPARATION RECORDS.
6. MAINTAIN FULL AND ACCURATE RECORDS WHICH DOCUMENT: (1) THE MENUS LISTING ALL MEALS PROVIDED TO THE AGENCY DURING THE TERM OF THIS CONTRACT; (2) A LISTING OF ALL NUTRITIONAL COMPONENTS OF EACH MEAL; AND, (3) AN ITEMIZATION OF THE QUANTITIES OF EACH COMPONENT USED TO PREPARE SAID MEAL. THE VENDOR AGREES TO PROVIDE MEAL PREPARATION DOCUMENTATION BY USING YIELD FACTORS FOR EACH FOOD ITEM AS LISTED IN THE USDA FOOD BUYING GUIDE WHEN CALCULATING AND RECORDING THE QUANTITY OF FOOD PREPARED FOR EACH MEAL.
7. MAINTAIN, ON A DAILY BASIS, AN ACCURATE COUNT OF THE NUMBER OF MEALS, BY MEAL TYPE, PREPARED FOR THE AGENCY. MEAL COUNT DOCUMENTATION MUST INCLUDE THE NUMBER OF MEALS REQUESTED BY THE AGENCY.
8. ALLOW THE AGENCY TO INCREASE OR DECREASE THE NUMBER OF MEAL ORDERS, AS NEEDED, WHEN THE REQUEST IS MADE WITHIN * 24 HOURS OF THE SCHEDULED DELIVERY TIME.
9. PRESENT TO THE AGENCY AN INVOICE, ACCOMPANIED BY REPORTS, NO LATER THAN THE * 5TH DAY OF EACH MONTH THAT ITEMIZES THE PREVIOUS MONTH'S DELIVERY. THE VENDOR AGREES TO FORFEIT PAYMENT FOR MEALS WHICH ARE NOT READY WITHIN 1 HOUR OF THE AGREED UPON DELIVERY TIME, ARE SPOILED, OR UNWHOLESOME AT THE TIME OF DELIVERY, OR DO NOT OTHERWISE MEET THE MEAL REQUIREMENTS CONTAINED IN THIS AGREEMENT.
10. PROVIDE THE AGENCY WITH A COPY OF CURRENT HEALTH CERTIFICATIONS FOR THE FOOD SERVICE FACILITY IN WHICH IT PREPARES MEALS FOR USE IN THE CACFP AND SFSP. THE VENDOR SHALL ENSURE THAT ALL HEALTH AND SANITATION REQUIREMENTS OF THE CALIFORNIA RETAIL FOOD FACILITIES LAW AND CHAPTER 4 OF THE CALIFORNIA HEALTH AND SAFETY CODE ARE MET AT ALL TIMES.
11. OPERATE IN ACCORDANCE WITH CURRENT CACFP AND SFSP REGULATIONS.
12. RETAIN ALL REQUIRED RECORDS FOR A PERIOD OF THREE (3) YEARS AFTER THE END OF THE FISCAL YEAR TO WHICH THEY PERTAIN (OR LONGER, IF AN AUDIT IS IN PROGRESS) AND, UPON REQUEST, MAKE ALL ACCOUNTS AND RECORDS PERTAINING TO THE AGREEMENT AVAILABLE TO THE CERTIFIED PUBLIC ACCOUNTANT HIRED BY THE AGENCY, REPRESENTATIVES OF THE CALIFORNIA STATE DEPARTMENT OF EDUCATION, THE U. S. DEPARTMENT OF AGRICULTURE, AND THE U.S. GENERAL ACCOUNTING OFFICE FOR AUDIT OR ADMINISTRATIVE REVIEW AT A REASONABLE TIME AND PLACE.
13. NOT SUBCONTRACT FOR THE TOTAL MEAL, WITH OR WITHOUT MILK, OR FOR THE ASSEMBLY OF THE MEAL.

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

VENDOR #:
AGREEMENT #:

14. WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN THIS AGREEMENT, THE CONTRACTOR SHALL PROCURE AND MAINTAIN, AT ITS SOLE COST AND EXPENSE, IN A FORM AND CONTENT SATISFACTORY TO CITY, DURING THE ENTIRE TERM OF THIS AGREEMENT INCLUDING ANY EXTENSION THEREOF, THE FOLLOWING POLICIES OF INSURANCE:

A. COMPREHENSIVE GENERAL LIABILITY INSURANCE. PRIOR TO THE COMMENCEMENT OF ANY SERVICES HEREUNDER, CONTRACTOR SHALL PROVIDE A CERTIFICATE OF INSURANCE WITH ORIGINAL ENDORSEMENTS, AS PER CITY REQUIREMENTS, OF THE FOLLOWING INSURANCE: COMMERCIAL GENERAL LIABILITY INSURANCE COVERING THIRD PARTY LIABILITY RISKS, INCLUDING CONTRACTUAL LIABILITY, IN A MINIMUM AMOUNT OF \$1,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE AND ANNUAL AGGREGATE FOR BODILY INJURY, PERSONAL INJURY, AND PROPERTY DAMAGE.

B. WORKER'S COMPENSATION INSURANCE. A POLICY OF WORKER'S COMPENSATION INSURANCE IN SUCH AMOUNT AS SHALL FULLY COMPLY WITH THE LAWS OF THE STATE OF CALIFORNIA AND WHICH SHALL INDEMNIFY, INSURE AND PROVIDE LEGAL DEFENSE FOR BOTH THE CONTRACTOR AND THE CITY AGAINST ANY LOSS, CLAIM OR DAMAGE ARISING FROM ANY INJURIES OR OCCUPATIONAL DISEASES OCCURRING TO ANY WORKER EMPLOYED BY OR ANY PERSONS RETAINED BY THE CONTRACTOR IN THE COURSE OF CARRYING OUT THE WORK OR SERVICES CONTEMPLATED IN THIS AGREEMENT.

C. AUTOMOTIVE/VEHICLE INSURANCE. A POLICY OF COMPREHENSIVE AUTOMOBILE/VEHICLE LIABILITY (INCLUDING OWNED, NON-OWNED, LEASED, AND HIRED AUTOS/VEHICLES) INSURANCE WRITTEN ON A PER OCCURRENCE BASIS IN AN AMOUNT NOT LESS THAN \$1,000,000 SINGLE LIMIT, PER OCCURRENCE, FOR BODILY INJURY AND PROPERTY DAMAGE.

D. TERM OF POLICIES. ALL POLICIES OF INSURANCE DESCRIBED IN THIS ARTICLE SHALL BE MAINTAINED DURING THE ENTIRE TERM OF THIS AGREEMENT AND FOR A PERIOD OF AT LEAST ONE (1) YEAR FOLLOWING SUBSTANTIAL COMPLETION OF THE PROJECT.

E. ADDITIONAL INSURANCE. POLICIES OF SUCH OTHER INSURANCE, AS MAY BE REQUIRED IN THE PROGRAM DOCUMENTS.

ALL OF THE ABOVE POLICIES OF INSURANCE SHALL BE PRIMARY INSURANCE AND SHALL NAME THE CITY, ITS OFFICERS, EMPLOYEES AND AGENTS AS ADDITIONAL INSURED'S. THE INSURER SHALL WAIVE ALL RIGHTS OF SUBROGATION AND CONTRIBUTION IT MAY HAVE AGAINST THE CITY, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS, AND THEIR RESPECTIVE INSURERS. ALL OF SAID POLICIES OF INSURANCE SHALL BE ENDORSED TO:

(1) PROVIDE THAT SAID INSURANCE MAY NOT BE AMENDED OR CANCELLED WITHOUT PROVIDING THIRTY (30) DAYS PRIOR WRITTEN NOTICE BY CERTIFIED OR REGISTERED MAIL TO THE CITY;

(2) PROVIDE THAT THE INSURER SHALL WAIVE ALL RIGHTS OF SUBROGATION AND CONTRIBUTION IT MAY HAVE AGAINST THE CITY, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS, AND THEIR RESPECTIVE INSURERS; AND

(3) NAME THE CITY, ITS CITY COUNCIL AND ALL THE CITY COUNCIL APPOINTED GROUPS, COMMITTEES, BOARDS, AND ANY OTHER CITY COUNCIL APPOINTED BODIES, AND THE CITY'S ELECTED OR APPOINTED OFFICERS, AND ITS OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS (HEREINAFTER "CITY AND CITY PERSONNEL") AS ADDITIONAL INSURED'S; AND

(4) CONTRACTOR SHALL INCLUDE ANY SUBCONTRACTING CONTRACTORS AS INSURED UNDER ITS POLICIES, OR CONTRACTOR SHALL FURNISH SEPARATE CERTIFICATES AND ENDORSEMENTS FOR EACH SUB-CONTRACTOR. ALL COVERAGE FOR SUCH SUB-CONTRACTORS SHALL BE SUBJECT TO THE REQUIREMENTS STATED HEREIN.

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

VENDOR #:
AGREEMENT #:

ALL OF CONTRACTOR INSURANCE (I) SHALL CONTAIN NO SPECIAL LIMITATIONS ON THE SCOPE OF PROTECTION AFFORDED TO CITY AND CITY PERSONNEL; (II) SHALL BE PRIMARY INSURANCE AND ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY CITY OR CITY PERSONNEL SHALL BE IN EXCESS OF THE CONTRACTOR'S INSURANCE AND SHALL NOT CONTRIBUTE WITH IT; (III) EXCEPT FOR PROFESSIONAL LIABILITY INSURANCE POLICIES, SHALL BE "OCCURRENCE" RATHER THAN "CLAIMS MADE" INSURANCE; (IV) SHALL APPLY SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT, EXCEPT WITH RESPECT TO THE LIMITS OF THE INSURER'S LIABILITY.

NO WORK OR SERVICES UNDER THIS AGREEMENT SHALL COMMENCE UNTIL THE CONTRACTOR HAS PROVIDED THE CITY WITH CERTIFICATES OF INSURANCE OR APPROPRIATE INSURANCE BINDERS EVIDENCING THE ABOVE INSURANCE COVERAGES AND SAID CERTIFICATES OF INSURANCE OR BINDERS ARE APPROVED BY THE CITY. IN THE EVENT ANY OF SAID POLICIES OF INSURANCE ARE MATERIALLY MODIFIED OR CANCELLED FOR ANY REASON, THE CONTRACTOR SHALL, PRIOR TO THE CANCELLATION DATE, SUBMIT NEW EVIDENCE OF INSURANCE, IN CONFORMANCE WITH THIS SECTION TO THE CONTRACT OFFICER.

THE CONTRACTOR AGREES THAT THE PROVISIONS OF THIS SECTION SHALL NOT BE CONSTRUED AS LIMITING IN ANY WAY THE EXTENT TO WHICH THE CONTRACTOR MAY BE HELD RESPONSIBLE FOR THE PAYMENT OF DAMAGES TO ANY PERSONS OR PROPERTY RESULTING FROM THE CONTRACTOR'S NEGLIGENT ACTIVITIES OR THE ACTIVITIES OF ANY PERSON OR PERSONS FOR WHICH THE CONTRACTOR IS OTHERWISE RESPONSIBLE.

IN THE EVENT THE CONTRACTOR SUBCONTRACTS ANY PORTION OF THE WORK OF THIS AGREEMENT, THE CONTRACT BETWEEN THE CONTRACTOR AND SUCH SUB-CONTRACTOR SHALL REQUIRE THE SUB-CONTRACTOR TO MAINTAIN THE SAME POLICIES OF INSURANCE THAT THE CONTRACTOR IS REQUIRED TO MAINTAIN PURSUANT TO THIS SECTION.

15. INDEMNIFY THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES AGAINST, AND SHALL HOLD AND SAVE THEM AND EACH OF THEM HARMLESS FROM, ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES TO PERSONS OR PROPERTY, LOSSES, COSTS, PENALTIES, OBLIGATIONS, ERRORS, OMISSIONS OR LIABILITIES, (HEREIN "CLAIMS OR LIABILITIES") THAT MAY BE ASSERTED OR CLAIMED BY ANY PERSON, FIRM OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK, OPERATIONS OR ACTIVITIES OF CONTRACTOR, ITS AGENTS, EMPLOYEES, SUB-CONTRACTORS, OR INVITEES, PROVIDED FOR HEREIN, OR ARISING FROM ACTS OR OMISSIONS OF CONTRACTOR HEREUNDER, OR ARISING FROM CONTRACTOR'S PERFORMANCE OF OR FAILURE TO PERFORM ANY TERM, PROVISION, COVENANT OR CONDITION OF THIS AGREEMENT, WHETHER OR NOT THERE IS CONCURRENT PASSIVE NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES BUT EXCLUDING SUCH CLAIMS OR LIABILITIES ARISING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, WHO ARE DIRECTLY RESPONSIBLE TO THE CITY, AND IN CONNECTION THEREWITH:

(A) CONTRACTOR SHALL DEFEND ANY ACTION OR ACTIONS FILED IN CONNECTION WITH ANY OF SAID CLAIMS OR LIABILITIES AND SHALL PAY ALL COSTS AND EXPENSES, INCLUDING LEGAL COSTS AND ATTORNEYS' FEES INCURRED IN CONNECTION THEREWITH;

(B) CONTRACTOR SHALL PROMPTLY PAY ANY JUDGMENT RENDERED AGAINST THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES FOR ANY SUCH CLAIMS OR LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE NEGLIGENT PERFORMANCE OF OR FAILURE TO PERFORM SUCH WORK, OPERATIONS OR ACTIVITIES OF CONTRACTOR HEREUNDER; AND CONTRACTOR AGREES TO SAVE AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS THEREFROM;

(C) IN THE EVENT THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES IS MADE A PARTY TO ANY ACTION OR PROCEEDING FILED OR PROSECUTED AGAINST CONTRACTOR FOR SUCH DAMAGES OR OTHER CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE NEGLIGENT PERFORMANCE OF OR FAILURE TO PERFORM THE WORK, OPERATION OR ACTIVITIES OF CONTRACTOR HEREUNDER, CONTRACTOR AGREES TO PAY TO THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, ANY AND ALL COSTS AND EXPENSES INCURRED BY THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES IN SUCH ACTION OR PROCEEDING, INCLUDING BUT NOT LIMITED TO, LEGAL COSTS AND ATTORNEYS' FEES.

VENDOR #:
AGREEMENT #:

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AND SUMMER FOOD SERVICE
PROGRAM AGENCY AND A FOOD SERVICE VENDOR**

THE VENDOR CERTIFIES:

1. 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.

WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH AGENCY SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.

2. AS REQUIRED BY THE STATE DRUG-FREE WORKPLACE ACT OF 1990 (GOVERNMENT CODE SECTION 8350 ET. SEQ.) AND THE FEDERAL DRUG-FREE WORKPLACE ACT OF 1988, AND IMPLEMENTED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SUBPART F, FOR GRANTEES, AS DEFINED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SECTIONS 85.605 AND 85.610, THE BIDDER CERTIFIES THAT IT WILL CONTINUE TO PROVIDE A DRUG-FREE WORKPLACE.

THE AGENCY AGREES TO:

1. REQUEST BY TELEPHONE NO LATER THAN 5 P.M. ON THURSDAY AN ACCURATE NUMBER OF
TIME OF DAY AND DAY OF WEEK
MEALS TO BE DELIVERED TO THE AGENCY ON EACH WEEKDAY. NOTIFY THE
WEEKDAY OR AS APPROPRIATE
VENDOR OF NECESSARY INCREASES OR DECREASES IN THE NUMBER OF MEAL ORDERS WITHIN * 24 HOURS OF THE SCHEDULED DELIVERY TIME. ERRORS IN MEAL ORDER COUNTS MADE BY THE AGENCY SHALL BE THE RESPONSIBILITY OF THE AGENCY.
2. ENSURE THAT AN AGENCY REPRESENTATIVE RECEIVES THE MEALS FOR EACH SITE, AT THE SPECIFIED TIME ON EACH SPECIFIED DAY. THIS INDIVIDUAL WILL INSPECT AND SIGN FOR THE REQUESTED NUMBER OF MEALS. THIS INDIVIDUAL WILL VERIFY THE TEMPERATURE, QUALITY, AND QUANTITY OF EACH MEAL DELIVERED. THE AGENCY ASSURES THE VENDOR THAT THIS INDIVIDUAL WILL BE TRAINED AND KNOWLEDGEABLE IN THE RECORD KEEPING AND MEAL REQUIREMENTS OF THE CACFP, AND IN HEALTH AND SANITATION PRACTICES.
3. PROVIDE PERSONNEL TO SERVE MEALS, CLEAN THE SERVING AND EATING AREAS, AND ASSEMBLE TRANSPORT CARTS AND AUXILIARY ITEMS FOR RETURN TO THE VENDOR NO LATER THAN 5 P.M.
TIME EACH DAY
4. NOTIFY THE VENDOR WITHIN 10 DAYS OF RECEIPT OF THE NEXT MONTH'S PROPOSED MENU OF ANY CHANGES CHANGES, ADDITIONS, OR DELETIONS, WHICH WILL BE REQUIRED IN THE MENU REQUEST.
5. PROVIDE THE VENDOR WITH A COPY OF TITLE 7 CODE OF FEDERAL REGULATIONS, PART 226; THE CHILD AND ADULT CARE FOOD PROGRAM SCHEDULE B--MEAL PATTERN FOR OLDER CHILDREN; AND THE USDA FOOD BUYING GUIDE (AS APPLICABLE); AND ALL OTHER TECHNICAL ASSISTANCE MATERIALS PERTAINING TO THE FOOD SERVICE REQUIREMENTS OF THE CACFP. THE AGENCY WILL, WITHIN 24 HOURS OF RECEIPT FROM THE STATE AGENCY, ADVISE THE VENDOR OF ANY CHANGES IN THE FOOD SERVICE REQUIREMENTS OF THE CACFP.

* Negotiable time frame but should be no longer than 24 hours.

VENDOR #:
AGREEMENT #:

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

6. PAY THE VENDOR BY THE LAST DAY OF EACH MONTH THE FULL AMOUNT AS PRESENTED ON THE MONTHLY ITEMIZED INVOICE. THE AGENCY AGREES TO NOTIFY THE VENDOR WITHIN 48 HOURS OF RECEIPT OF ANY DISCREPANCY IN THE INVOICE

TERMS OF THE AGREEMENT:

THIS AGREEMENT WILL TAKE EFFECT COMMENCING JULY 1, 2013 AND SHALL BE FOR A PERIOD
DATE
OF ONE CALENDAR YEAR. IT MAY BE TERMINATED BY WRITTEN NOTIFICATION GIVEN BY EITHER PARTY HERETO THE OTHER PARTY AT LEAST 30 DAYS PRIOR TO THE DATE OF TERMINATION.

SCHOOL FOOD AUTHORITY VENDING TO AN AGENCY:

PER TITLE 7, CODE OF FEDERAL REGULATIONS, PART 226.20 (O), AGENCIES WHICH VEND FROM A SCHOOL THAT PARTICIPATES IN THE NATIONAL SCHOOL LUNCH AND SCHOOL BREAKFAST PROGRAMS MAY USE THE SCHOOL'S MEAL PATTERN. ENTER THE SCHOOL MEAL INITIATIVE (SMI) PLANNING OPTION(S) YOU WILL USE AND SUBMIT A MENU TO THE AGENCY FOR NSD'S APPROVAL IF YOU WILL NOT USE THE STANDARD CACFP MEAL PATTERN:

If the Agency agrees to the menu planning option, the school will train the Agency by: _____

AGENCY:

Agrees to allow the school to use the SMI menu planning option noted above (submit menu for NSD's approval):
Yes No

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

VENDOR OFFICIAL SIGNATURE	AGENCY OFFICIAL SIGNATURE
VENDOR OFFICIAL NAME (PLEASE TYPE)	AGENCY OFFICIAL NAME (PLEASE TYPE) RENÉ BOBADILLA
TITLE	TITLE CITY MANAGER
TELEPHONE NUMBER	TELEPHONE NUMBER (323) 584-6222
DATE	DATE MAY 20, 2013

**CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR OLDER CHILDREN**

NSD 2050B (REV. 07/03)

VENDOR #:
AGREEMENT #:

BREAKFAST	AGES ONE THROUGH THREE YEARS	AGES THREE THROUGH SIX YEARS	AGES SIX THROUGH TWELVE YEARS
MILK, FLUID	½ CUP	¾ CUP	1 CUP
VEGETABLE, FRUIT OR FULL-STRENGTH (100%) JUICE	¼ CUP	½ CUP	½ CUP
GRAINS/BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC., OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP OR ½ OZ. ¼ CUP	½ SLICE ½ SERVING ¼ CUP OR ½ OZ. ¼ CUP	1 SLICE 1 SERVING ¾ CUP OR 1 OZ. ½ CUP
LUNCH OR SUPPER			
MILK, FLUID	½ CUP	¾ CUP	1 CUP
VEGETABLE AND/OR FRUIT (TWO OR MORE KINDS)	¼ CUP TOTAL	½ CUP TOTAL	¾ CUP TOTAL
GRAINS/BREAD (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC., OR COOKED PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP
MEAT/MEAT ALTERNATES LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR COOKED DRIED BEANS OR DRIED PEAS * OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS** OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES.	1 OZ. 1 OZ. ¼ CUP OR 2 OZ. 1 EGG ¼ CUP 2 TBSP ½ OZ.** ½ CUP	1-½ OZ. 1-½ OZ. ¾ CUP OR 3 OZ. 1 EGG ¾ CUP 3 TBSP ¾ OZ.** ¾ CUP	2 OZ. 2 OZ. ½ CUP OR 4 OZ. 1 EGG ½ CUP 4 TBSP 1 OZ.** 1 CUP
AM OR PM SUPPLEMENT (SELECT TWO OF THESE FOUR COMPONENTS)***			
MILK, FLUID	½ CUP	½ CUP	1 CUP
VEGETABLE, FRUIT, OR FULL-STRENGTH (100%) JUICE	½ CUP	½ CUP	¾ CUP
GRAINS OR BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS.	½ SLICE ½ SERVING ¼ CUP OR ½ OZ. ¼ CUP	½ SLICE ½ SERVING ¼ CUP OR ½ OZ. ¼ CUP	1 SLICE 1 SERVING ¾ CUP OR 1 OZ. ½ CUP
MEAT/MEAT ALTERNATES LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED**** OR COOKED DRIED BEANS OR DRIED PEAS* OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES.	½ OZ. ½ OZ. ¼ CUP OR 1 OZ. ½ EGG ¼ CUP ¼ CUP 1 TBSP ½ OZ.	½ OZ. ½ OZ. ¼ CUP OR 1 OZ. ½ EGG ¼ CUP ¼ CUP 1 TBSP ½ OZ.	1 OZ. 1 OZ. ¼ CUP OR 2 OZ. 1 EGG ½ CUP ¼ CUP 2 TBSP 1 OZ.
CERTIFICATION			
<i>I hereby certify that all meals claimed shall meet the minimum requirements set forth in the meal pattern for older children as prescribed by Title 7 Code of Federal Regulations, Part 226.20 and as outlined in Schedule B, NSD 2050B.</i>			
SIGNATURE OF AUTHORIZED REPRESENTATIVE	TITLE	DATE	
	CITY MANAGER	MAY 20, 2013	
AGENCY NAME			
CITY OF HUNTINGTON PARK			
AGENCY ADDRESS			
3401 E. FLORENCE AVE., HUNTINGTON PARK, CA 90255			

SCHEDULE B

**CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR OLDER CHILDREN**

NSD 2050B (REV. 07/03)

- * DRIED BEANS OR DRIED PEAS MAY BE USED AS A MEAT ALTERNATE OR AS A VEGETABLE COMPONENT; BUT CANNOT BE COUNTED AS BOTH COMPONENTS IN THE SAME MEAL.

- ** NO MORE THAN 50 PERCENT OF THE REQUIREMENT SHALL BE MET WITH NUTS OR SEEDS. NUTS OR SEEDS SHALL BE COMBINED WITH ANOTHER MEAT/MEAT ALTERNATE TO FULFILL THE REQUIREMENT. TO DETERMINE COMBINATIONS, 1 OZ. OF NUTS OR SEEDS IS EQUAL TO 1 OZ. OF COOKED LEAN MEAT, POULTRY, OR FISH. ROASTED PEAS CAN COUNT AS A MEAT ALTERNATE OR VEGETABLE COMPONENT, BUT CANNOT BE COUNTED AS BOTH IN THE SAME MEAL.

- *** JUICE CANNOT BE SERVED WHEN MILK IS SERVED AS THE ONLY OTHER COMPONENT.

- **** IF YOGURT IS USED AS THE MEAT COMPONENT IN SUPPLEMENTS, MILK CANNOT BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT. COMMERCIALY ADDED FRUIT OR NUTS IN FLAVORED YOGURT CANNOT BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT IN SUPPLEMENTS.

EXHIBIT 1

ORIGINAL

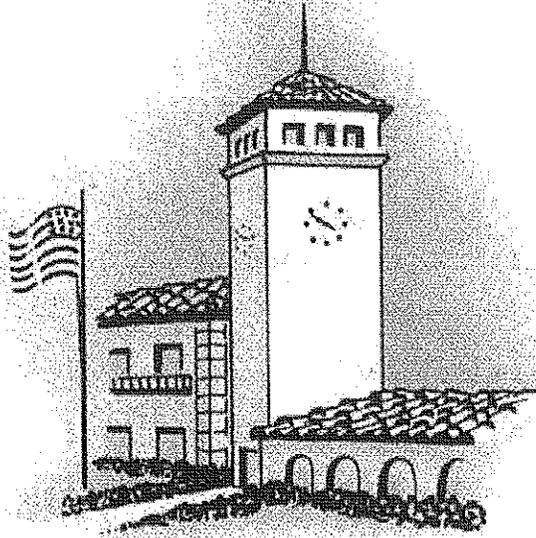
REQUEST FOR PROPOSALS
SUMMER FOOD SERVICE, AFTER SCHOOL SNACK,
AND SUPPER PROGRAMS

Proposals Due by 10 a.m. on Wednesday, May 1, 2013

Submit Proposals to:

City of Huntington Park
City Clerk

Re: Summer Food Service, After School Snack, and Supper Programs
6550 Miles Avenue
Huntington Park, CA 90255



City of Huntington Park
Department of Parks & Recreation

6550 Miles Avenue
Huntington Park, CA 90255
(323) 584-6216

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** Denotes document that must be submitted to city as part of proposal package*

NOTICE INVITING BIDS

The City of Huntington Park, a participant in the Summer Food Service Program (SFSP) and the Child and Adult Care Food Program (CACFP), is inviting bids from prospective suppliers of meals in order to comply with the federal regulations governing the program in matters of procurement. The contract will be for meals served to children at designated sites.

The City of Huntington Park will be awarding a contract for one year for the period of program operations beginning on July 1, 2013. The meals to be served under this contract must meet the SFSP requirements stated in 7 CFR Part 225.

Commercial Food Service Vendors are to submit sealed bids by 10 a.m. on Wednesday, May 1, 2013, to:

City of Huntington Park
City Clerk
Re: Summer Food Service, After School Snack, and Supper Programs
6550 Miles Avenue
Huntington Park, CA 90255

All proposals shall include original and two copies of the proposal and be labeled "Summer Food Service, After School Snack, and Supper Programs" and mailed or delivered so as to be in the hands of the City Clerk at the City Clerk's Office in City Hall, 6550 Miles Avenue, at or before the hour stated, at which time all bids received shall be publicly opened, examined, and declared by the City Clerk. Bidders and the public are invited to be present at the declaration of said proposals. All bids so received, examined, and declared will be referred by the Director of Parks & Recreation to the City Attorney, and City Manager for checking and report to the City Council at its regular meeting on Monday, May 20, 2013.

Contracts will be awarded to the lowest responsive and responsible bidder.

If an error is discovered prior to the time for opening of bids, which affects the validity of the bids process, and which would affect the jurisdiction of the City Council to accept the bids, then the bidders shall be notified and all bids shall be returned, unopened to the person who submitted the bids. The City of Huntington Park reserves the right to reject any and all bids and to waive any informality or irregularity in the form or manner of any bid proposal or the bidding process.

To obtain a copy of the Invitation for Bid that includes the product specifications and Instruction to Bidders contact Josette Espinosa at (323) 584-6216.

Any questions regarding this proposed contract may be referred to Josette Espinosa at jespinosa@huntingtonpark.org.

INTRODUCTION

The City of Huntington Park is seeking a food provider for its Summer Food Service, After School Snack, and Supper Programs.

This Request for Proposals (RFP) describes the required scope of services, bidder selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements may be cause for disqualification.

INQUIRIES

All inquiries concerning this RFP should be directed in writing by 5 p.m. on Monday, April 22, 2013, to:

Josette Espinosa
Director of Parks & Recreation
jespinosa@huntingtonpark.org

SERVICE AREA

The summer food service, after school snack, and supper programs are held at the following sites:

<i>Park Name</i>	<i>Address</i>	<i>Program Type</i>
Salt Lake Park	3401 E. Florence Avenue	Summer Lunch/Supper
Freedom Park	3801 E. 61 st Street	Summer Lunch/Supper
Keller Park	6550 Miles Avenue	Summer Lunch/Snack
Raul R. Perez Memorial Park	6208 Alameda Street	Snack

SCOPE OF REQUIRED SERVICES

The scope of required services will include the components listed in Section D of this RFP.

TIME SCHEDULE

Following is the anticipated timeline for the selection of the contractor:

April 2, 2013	RFP is released
May 1, 2013	Proposals due to City Clerk
May 20, 2013	City Council awards contract
July 1, 2013-June 30, 2014	Contract period (city has option to renew contract on an annual basis for up to four additional years)

PROPOSAL REQUIREMENTS

Format – All proposals shall be made using the worksheets contained in this RFP. Bidders are to submit **three** sets of documents.

Bidders must submit the following documents:

1. Section A – Invitation for Bid
2. Section B – Certificate of Eligibility to Bid and Independent Price Determination
3. Section D – Scope of Services
4. Section E – Unit Price Schedule
5. Section H – Clean Air and Water Certification and Energy Policy Conservation Act
6. Schedule B – Meal Pattern Certification
7. Schedule D – Debarment and Suspension Certification
8. Reference List

SELECTION PROCESS

Proposals will be evaluated by city staff on the basis of the areas listed in Section F of this RFP. Evaluation and subsequent selection of a qualified contractor is competitive. The city reserves the right to reject any and all proposals received as a result of the city's RFP or waive any informality or irregularity in any proposal received to the extent allowed by law.

INSURANCE, LIABILITY, AND BONDING

The contractor shall obtain, at its own cost, a policy of Commercial General Liability Insurance in the amount described below and satisfactory to the city. Such policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and must be filed with the City prior to exercising any right or performing any work pursuant to the Agreement/Contract. The contractor shall be responsible to provide the following:

1. Prior to the commencement of any services hereunder, the contractor shall provide a certificate of insurance with original endorsements, as per city requirements, of the following insurance: Commercial General Liability Insurance covering third party liability risks, including contractual liability, in a minimum amount of \$1,000,000 combined single limit per occurrence and annual aggregate for bodily injury, personal injury, and property damage. The city shall be named as an additional insured on the policy.
2. Said policy shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty days prior notice has been given in writing to city. The contractor shall give to city prompt and timely notice of claim made or suit instituted arising out of contractor's operations hereunder.
3. The contractor shall include all subcontractors as insured under its policies, or the contractor shall furnish separate certificates and endorsements for each contractor. All coverage for such subcontractors shall be subject to the requirements stated herein.

4. Additional insurance such as professional errors & omissions insurance as may be required based on the selected contractors proposal components.
5. Auto insurance in the amount of \$1,000,000 covering all contractors, personnel and vehicles.
6. Workers Compensation insurance as required by law.

Performance Bond – The successful bidder will provide the city with a performance bond in the amount of **10%** of the contract price. The contractor must execute the bond from a licensed surety company listed in the Treasury Circular 570.

Bid Bond – Bids more than \$100,000 will include a bid bond in the amount of **5%** of the bid price. The contractor must execute the bond from a licensed surety company listed in the Treasury Circular 570.

Indemnification – The contract awarded shall include a provision whereby the contractor shall indemnify, defend, and hold the city of Huntington Park and its officials, employees, agents and volunteers harmless from any and all losses, claims and damages arising out of any act or omission of the contractor in the performance of the contract.

SUBMITTAL REQUIREMENTS

Only original documents will be accepted, no faxed or electronically mailed versions will be accepted. Bidders are to submit **three** sets of documents.

Deadline for Submittal – Proposals *must be received* by the City Clerk's office by:

10 a.m. on Wednesday, May 1, 2013

Please remit the documents to (address envelope exactly as follows):

City of Huntington Park
City Clerk
Re: Summer Food Service, After School Snack, and Supper Programs
6550 Miles Avenue
Huntington Park, CA 90255

**SUMMER FOOD SERVICE PROGRAM (SFSP) AND CHILD AND ADULT CARE FOOD PROGRAM (CACFP)
INVITATION FOR BID**

ISSUED BY CITY OF HUNTINGTON PARK:

NAME CITY OF HUNTINGTON PARK		ADDRESS 3401 E. FLORENCE AVE.	
CITY HUNTINGTON PARK	STATE CA	ZIP 90255	TELEPHONE NUMBER (323) 584-6218

BID OPENING

DATE MAY 1, 2013	TIME 10:00 A.M.	LOCATION CITY CLERK'S OFFICE	ISSUE DATE APRIL 2, 2013
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This document contains an IFB/contract for the furnishing of unitized meals to be served to children who participate in the Summer Food Service Program (SFSP) and/or Child and Adult Care Food Program (CACFP) established by the United State Department of Agriculture (7 CFR Part 225), and sets forth the terms and conditions applicable to the proposed procurement.

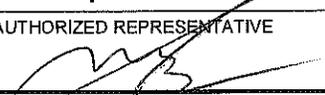
BIDDER

NAME OF COMPANY UNIFIED NUTRIMEALS		FEDERAL ID NUMBER 16-1724815	
STREET ADDRESS 4767 E. 49th St.		TELEPHONE NUMBER 323-923-9335	
CITY VERNON	STATE CA	ZIP 90058	

Estimated amount of bid \$ 87,054.30 Bid bond: N/A %, Amount of bond: \$ _____
Discount: N/A % Discount is for: _____

Performance bond percentage required by California Department of Education
Required 10 % Amount \$ N/A

By submission of this proposal, the Vendor certifies that in the event it receives an award under this solicitation, it will operate in accordance with all applicable, current SFSP and CACFP regulations.

SIGNATURE OF AUTHORIZED REPRESENTATIVE 	TITLE Proj Mgr	DATE 4/24/13
---	--------------------------	------------------------

ACCEPTANCE

Upon acceptance by the agency and review by the California Department of Education, this document will constitute the covenants, conditions, agreements and stipulations of the contract between the company making the proposal and the agency named above.

CONTRACT NUMBER	AGENCY NAME	DATE
SIGNATURE OF AGENCY REPRESENTATIVE		TITLE

PROCUREMENT METHOD: (check one)

- COMPETITIVE NEGOTIATION COMPETITIVE SEALED BIDS NONCOMPETITIVE NEGOTIATION

FOR CDE USE ONLY

This contract reviewed for compliance with 7 CFR Part 225 by:

SIGNATURE	DATE
-----------	------

CERTIFICATE OF ELIGIBILITY TO BID AND INDEPENDENT PRICE DETERMINATION

By submission of this bid, the bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organizations, that in connection with this procurement:

- (1) The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor.
- (3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.

Each person signing this bid certifies that:

- (A) He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein or that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated and will not participate, in any action contrary to (1) through (3) above;
- (B) He/she has not participated, and will not participate, in any action contrary to (1) through (3) above; and
- (C) His/her company and individual employees have not been proposed for debarment, debarred or suspended by a federal agency.

Vendor Certification:

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE 	TITLE Proj Mgr	DATE 4/24/13
NAME OF COMPANY Unified Nutrimeals		

In accepting this bid, the agency certifies that the agency's officers, employees or agents have not taken any action, which may have jeopardized the independence of the bid referred to above.

SIGNATURE OF AUTHORIZED AGENCY REPRESENTATIVE	TITLE	DATE

ACCEPTING A BID DOES NOT CONSTITUTE ACCEPTANCE OF THE CONTRACT

NOTE: Authorized representatives of both the agency and bidder must execute this or a similar certificate of independent price determination.

INSTRUCTION TO BIDDERS

1. **Definitions** - as used herein:

- A. The term "bid" means an offer to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- B. The term "bidder" means a commercial food service vendor submitting a bid in response to this Invitation for Bid.
- C. The term "contractor" means the Commercial Food Service Vendor to whom the bid is awarded and with whom the contractual agreement is executed.
- D. The term "CDE" means the California Department of Education, Nutrition Services Division.
- E. The term "Commercial Food Service Vendor" means an organization, other than a public or private nonprofit school, with which an agency may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk, for use in the SFSP.
- F. The term "Invitation for Bid," hereafter referred to as IFB, means the document soliciting bids through the formal advertising method of procurement. In the case of this SFSP, the IFB becomes a part of the contract upon acceptance by the agency, review by CDE and execution of the contractual agreement.
- G. The term "agency" means the Summer Food Service Program entity, which issues this IFB.
- H. The term "program" means the Summer Food Service Program as set forth in the Code of Federal Regulations, 7 CFR Part 225.
- I. The term "unitized meal" means an individual pre-portioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with or without milk.

Other terms have the meanings ascribed to them in the Summer Food Service Program Regulations, 7 CFR Part 225.

2. **Submission of Bids:**

- A. Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so will be at the bidder's risk.
- B. Bids will be executed and submitted in triplicate with one copy being marked "original." If accepted, this IFB will become a part of the contract and one copy of the accepted bid/contract will be forwarded to the successful bidder with the notice of award. The copy marked "original" will prevail, should there be a variance between that "original" copy of the bid and other copies submitted by the bidder. No changes in the specifications or general conditions as presented by the agency herein are allowed. The bidder prior to submission will initial erasures on this bid.
- C. Bids must include a copy of a current state or local health certificate for the food preparation facilities.
- D. Bids that exceed the lowest bids and bid totaling \$100,000 or more are subject to State agency approval.
- E. Bids that are \$100,000 or more must include a copy of the bid bond in the amount of 5 to 10 percent as determined by the agency.
- F. Bids must include a Debarment/Suspension Certification.
- G. Within 10 days of awarding the contract, food service vendors shall provide the agency a Performance Bond in the amount of 10 to 25 percent as the State Agency determines for contracts that are \$100,000 or more.

Bid bonds and performance bonds must be obtained only from surety companies listed in the current Department of the Treasury Circular 570.

Failure to comply with any of the above will be reason for rejection of the bid.

3. **Explanation to Bidders:**

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment to the IFB if such information is necessary to bidders in submitting bids on the IFB or if the lack of such information would be prejudicial to uninformed bidders.

4. **Acknowledgement of Amendments to IFB's:**

Prior to the bid opening date, agencies must notify bidders of any amendments made to the IFB. Bidders must acknowledge changes to the IFB by signing and returning the amendments to the agency prior to the date and hour of the bid opening.

5. **Discounts:**
Although a blank is provided for a time discount, prompt payment discounts offered for payment in less than twenty calendar days will not be considered in evaluating bids for award. However, offered discounts of less than twenty days will be taken if payment is made within the discount period even though not considered in the evaluation of bids. Payment discounts may only be used to determine the low bid when prior experience of the agency indicates that such discounts are generally taken.
6. **Bidders Having Interest in More Than One Bid:**
If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids will be rejected.
7. **Time for Receiving Bids:**
Sealed bids will be deposited at the address specified on the IFB of the agency no later than the exact time and date indicated on the face of this IFB. Bids received prior to the time of opening will be securely kept, unopened.
8. **Errors in Bids:**
Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error.
9. **Award of Contract:**
 - (A) The contract will be awarded to that responsive and responsible bidder whose bid will be most advantageous to the agency, price and other factors considered. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
 - (B) The agency reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the SFSP and to waive informalities and minor irregularities in bids received.
 - (C) The agency reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.
 - (D) This contract may be renewed for one-year periods up to four times. This contract may be canceled for cause by either party with a sixty day notification.
10. **Late Bids, Modifications of Bids, or Withdrawals of Bids:**
 - (A) Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an IFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).
 - (B) Any modification or withdrawal of bid is subject to the same conditions as in (A) above except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
 - (C) The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawal sent either by registered or certified mail, is the U.S. Postal Service postmark on the wrapper or on the original receipt from the postal service. If neither postmark shows a legible date, the bid, modification or withdrawal will be deemed to have been mailed late. (The term "postmark" means, a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)
 - (D) Notwithstanding the above, a late modification of an otherwise successful bid, which makes its terms more favorable to the agency, will be considered at any time it is received and may be accepted.

SCOPE OF SERVICES

1. Contractor agrees to deliver unitized meals INCLUSIVE of milk to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
2. All meals furnished for the agency under this contract must meet or exceed United States Department of Agriculture requirements set out in Schedule B, attached hereto and made a part hereof. All yields of cooked and uncooked products will conform to yields identified in the United States Department of Agriculture Food Buying Guide.
3. The contractor agrees to furnish meals for the agency in accordance with the menu cycle, which appears in Schedule C, attached hereto and made a part hereof.
4. Contractor will furnish meals for the SFSP and CACFP as ordered by the agency during the period of JULY 1, 2013 to JUNE 30, 2014. This contract may be renewed for one-year periods up to four times. This contract may be canceled for cause by either party with a sixty day notification.
5. Contractor will furnish meals for the SFSP and CACFP as ordered by the agency FIVE days a week for the After School Snack, Summer Lunch, and Supper components.
6. Contractor will DELIVER meals as ordered by the agency.

CONTRACTOR QUESTION AND RESPONSE:

Please respond to the following in the space provided:

At no additional cost, does your organization provide nutritional education programs and/or resources that would be made accessible to the City of Huntington Park? (Check one of the following)

Yes No

If yes, describe the nutritional education programs and/or resources that would be made accessible to the City:

UNIT PRICE SCHEDULE

1. Unit Price Schedule:

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in Schedules B and C for meals to be delivered to all of the centers stated in Schedule A.

A	B	C	D	E
MEAL TYPE ¹	ESTIMATED SERVINGS PER DAY ²	ESTIMATED NUMBER OF SERVING DAYS ³	UNIT PRICE ⁴	TOTAL PRICE ⁵
LUNCH	223	45	\$ 2.60	\$ 26,091
PM SNACK	75	180	\$ 0.74	\$ 9,990
SUPPER	90	203	\$ 2.79	\$ 59,973 ³⁰
TOTALS	N/A	N/A	N/A	\$ 87,054³⁰

Bidders will submit their bids on an "all or none" basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the agency during the term of the contract to secure all its needs from the successful bidder and such contract will bind the bidder/contractor to perform all such work ordered by the agency at prices specified in the contract. Award will be made to the responsive, responsible bidder(s) on the basis of the lowest aggregate cost to the agency. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

In the event of any inconsistencies or errors, the unit price (D) will take precedence.

Instructions for completion of Unit Price Schedule:

- (1) The agency will indicate which meal types the contractor will be providing meals for during the contract period (strikeout extraneous meal types in column A).
- (2) The agency will fill in the estimated number of meals (in column B) that will be served each day by meal type during the contract period.
- (3) The agency will fill in the number of anticipated operating days that meals will be served (in column C) during the contract period.
- (4) The bidder will insert the appropriate unit price (in column D) for each meal type indicated by the agency.
- (5) The bidder will calculate total price (column E) by multiplying B x C x D.

EXAMPLE OF UNIT PRICE SCHEDULE:

A	B	C	D	E
MEAL TYPE ¹	ESTIMATED SERVINGS PER DAY ²	ESTIMATED NUMBER OF SERVING DAYS ³	UNIT PRICE ⁴	TOTAL PRICE ⁵
Breakfast	20	180	0.73	\$2,628.00
AM-SNACK				
LUNCH		SAMPLE		
PM-SNACK				
SUPPER (UNITIZED MEAL)	50	180	0.6	\$5,400.00
TOTAL:				\$8,028.00

Instructions for completion of Unit Price Schedule:

- (1) The agency will indicate which meal types the contractor will be providing meals for during the contract period (strikeout extraneous meal types in column A).
- (2) The agency will fill in the estimated number of meals (in column B) that will be served each day by meal type during the contract period.
- (3) The agency will fill in the number of anticipated operating days that meals will be served (In column C) during the contract period.
- (4) The bidder will insert the appropriate unit price (in column D) for each meal type indicated by the agency.
- (5) The bidder will calculate total price (column E) by multiplying B x C x D.

CONTRACT PROVISIONS AND SPECIFICATIONS**1. Requirements Contract:**

- A. This is a requirements contract for the services specified in the Sections and Schedules and for the period set forth herein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the agency's requirements for services set forth in the Sections and Schedules do not result in orders in the amounts or quantities described as "estimated" in the Sections and Schedules, such events will not constitute the basis for an equitable price adjustment under this contract.
- B. The agency will not be required to purchase from the contractor requirements in excess of the limit on total orders under this contract, if any.
- C. The agency may issue orders, which provide for delivery to or performance at multiple destinations.
- D. The agency will not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the contractor for services specified in the Sections and Schedules will be dependent upon the needs and requirements of the agency.
- E. In the event of the need for changes in the provisions of this contract, due to regulatory or guidance changes prescribed by the United States Department of Agriculture (USDA) or CDE, during the duration of this contract; such events will be considered a basis for renegotiation, with prior approval and agreement from CDE, of the terms and conditions of the contract between the agency and the contractor. Authority for such renegotiation must be requested from CDE, in writing, by the agency prior to the commencement of any such renegotiation.
- F. The CDE nor the United States Department of Agriculture (USDA) assumes liability for payment of any differences between the number of meals delivered by the vendor and the number of meals served by the sponsor that are eligible for reimbursement.

2. Pricing:

Pricing will be on the numbers described in Section E, Unit Price Schedule. All bidders must submit bids on the same menu cycle provided by the agency. Bid price must include price of food, milk (if applicable), packaging, transportation (if applicable) and all other related costs (e.g., condiments, utensils, etc.). Agency will pay the vendor for all meals delivered in accordance with the SFSP and CACFP regulations.

3. Evaluation of Bidders:

Each bidder will be evaluated on the following factors:

- A. Financial capability to perform a contract of the scope required; and
- B. Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable state and local health, safety and sanitation standards; and
- C. Previous experience of the bidder in performing services similar in nature and scope; and
- D. Other factors such as transportation capability, sanitation, and packaging;
- E. Ability to provide nutritional education programs and/or resources as described in Section D;
- F. Bidders that do not satisfactorily meet the above criteria may be rejected as nonresponsive and not considered for award.

4. Unit Prices:

The unit prices of each meal type which the bidder agrees to furnish must be written in ink or typed in the blank space provided in Section E, Unit Price Schedule and must include proper packaging as required in the specifications and delivery cost (if applicable) to the designated sites. Unit prices will include taxes, but any charges or taxes that are required to be paid under future laws must be paid by the bidder at no additional charge to the agency.

5. Meal Orders:

The agency will order meals on * THURSDAY of the week preceding the week of delivery or pick up; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each center and each type of meal. The agency reserves the right to increase or decrease the number of meals ordered on a ** 24 -hour notice (or less if mutually agreed upon between the parties to this contract).

6. Menu-Cycle Change Procedure:

Delivered or meals to be picked up will be delivered or prepared for pick up on a daily basis in accordance with the menu cycle which appears in Schedule C. Deviation from this menu cycle will be permitted only upon authorization of the agency. Menu changes may be made only upon authorization of the agency. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists, which might prevent the contractor from providing a specified meal component, the contractor will notify the agency immediately so substitutions can be agreed upon. The agency reserves the right to suggest menu changes within the Commercial Food Service Vendor's food cost periodically throughout the contract period.

7. Noncompliance:

The agency reserves the rights to inspect and determine the quality of food delivered and reject any meals, which do not comply with the requirements and specifications of the contract. The contractor will not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period and meals rejected because they do not comply with the specifications. The agency reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The agency will notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

8. Specifications:

A. Packaging:

- (1) Hot meal unit packaging will be suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of nontoxic material, and be capable of withstanding temperatures of 400°F (204°C) or higher.
- (2) Cold meal unit or unnecessary-to-heat container and overlay to be plastic or paper and nontoxic.
- (3) Cartons - each carton will be labeled. Labels to include:
 - (a) Processor's name and address (plant);
 - (b) Item identity, meal type;
 - (c) Date of production;
 - (d) Quantity of individual units per carton.
- (4) Meals will be delivered with the following items: condiments, straws for milk, napkins, single service ware, etc.

B. Food Preparation:

Meals will be prepared under proper temperatures and assembled 24 hours or less prior to delivery.

C. Food Specifications:

Bids are to be submitted on the menu cycle included as Schedule C and will include, as a minimum, the portions specified by the U.S. Department of Agriculture for each meal, included in Schedule B of this IFB. All meat and meat products, except sausage products, will have been slaughtered, processed and manufactured in plants inspected under a U.S. Department of Agriculture approved inspection and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.

D. Product Specifications:

Milk and milk products are defined as " . . . fluid types of pasteurized flavored or unflavored whole milk, low-fat milk, skim milk, or cultured buttermilk, which meet state and local standards for such milk . . . " milk delivered hereunder will conform to these specifications.

GENERAL CONDITIONS

The vendor agrees to:

1. Prepare unitized meals for delivery in accordance with the number of meals requested and at the costs per meal listed in Section E at the locations and times listed in Schedule A.
2. Provide Agency, for approval, a proposed cycle menu for the operational period, at least 10 days prior to the beginning of the period to which the menu applies. Changes to the menu made after Agency approval must be agreed upon by the Agency, approved by the California Department of Education and documented on the menu records.
3. Ensure that each meal provided to the Agency under this agreement meets the minimum requirements as to the nutritional content as specified by the SFSP Meal Pattern, Schedule B (attached) which is excerpted from the regulations 7 CFR Part 225.16 or an approved National School Lunch Program (NSLP)/School Breakfast Program (SBP) option. NSLP/SBP vendors may use the same menu planning option they use during the school year in lieu of using the SFSP meal pattern. Snacks will meet the SFSP meal pattern.
4. Maintain full and accurate records which document: (1) the menus were provided to the Agency during the term of this agreement; (2) a listing of all components of each meal; and, (3) an itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the United States Department of Agriculture (USDA) Food Buying Guide when calculating and recording the quantity of food prepared for each meal.
5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase, or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.
6. Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered/picked up by the Agency. Meal count documentation must include the number of meals requested by the Agency.
7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within the following scheduled delivery time: 24 hours; and to cancel or terminate sites with 5 days notice.
8. Present to Agency an invoice accompanied by reports no later than the 5th day of each month, which itemizes the previous month's delivery. The Vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this agreement. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the Agency for any excess costs the Agency incurs by obtaining meals from another source.
9. Provide the Agency with a copy of current health certifications for the food service facility in which it prepares meals for the SFSP. The Vendor shall ensure that all health and sanitation requirements of the California Uniform Retail Food Facilities Law, Chapter 4 of the California Health and Safety Code, are met at all times. Vendor will ensure that health and sanitation requirements are met at all times and will promptly submit results of inspections to the Agency and SFSP representative.
10. Operate in accordance with current SFSP and CACFP regulations. Comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.
11. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress). Upon request, make all accounts and records pertaining to the agreement available to a certified public accountant hired by the Agency, representatives of the CDE, USDA, and the Office of Inspector General for audits or administrative reviews at a reasonable time and place. Vendor will supply the Agency with copies of the food preparation records at the end of each month, unless the Agency requests the records more frequently.
12. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
13. Certify 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. Where the bidder is unable to certify to any of the statements in this certification, such agency shall attach an explanation to this proposal.

**CLEAN AIR AND WATER CERTIFICATION
AND
ENERGY POLICY AND CONSERVATION ACT**

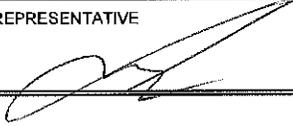
This certification is applicable if bid or offer exceeds \$100,000 or the Nutrition Services Division has determined that orders under an indefinite quantity contract in any year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.Code s/s 7401 et.seq. (1970) or the Federal Water Pollution Control Act 33 U.S.Code s/s 1251et seq. (1977) and is listed by EPA, or is not otherwise exempt.

The Contractor Certifies as Follows:

- A. Any facility to be utilized in the performance of this proposed contract Has Has not been listed on the Environmental Protection Agency List of Violating Facilities.
- B. Will promptly notify the Nutrition Services Division, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, and U.S. Environmental Protection Agency, indicating that any facility, which he/she proposes to use for the performance of the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- C. Will include substantially this certification, including this paragraph (c) in every nonexempt subcontract.

Energy Policy and Conservation Act (PL. 94-163):

The contractor agrees to comply with all mandatory standards and policies relating to energy efficiency as contained in the California Administrative Code, Title 24, pursuant to the California State Energy Efficiency Conservation Plan issued in compliance with Public Law 94-163.

NAME OF COMPANY <p align="center" style="font-size: 1.2em;">UNIFIED NUTRIMEALS</p>		
SIGNATURE OF AUTHORIZED REPRESENTATIVE <input type="checkbox"/> 	TITLE <p align="center" style="font-size: 1.2em;">Proj Mgr</p>	DATE <p align="center" style="font-size: 1.2em;">4/24/13</p>

LOCATIONS WHERE PROGRAM WILL OPERATE

SITE NAME	SITE ADDRESS AND PHONE NUMBER	SITE SUPERVISOR	DAYS OF THE WEEK MEALS ARE TO BE DELIVERED	TYPE OF MEAL	NUMBER OF MEALS NEEDED BY TYPE	DELIVERY TIME FOR MEALS BY TYPE	BEGINNING AND ENDING DATES OF EACH SITE
Salt Lake Park	3401 E. Florence Ave. Huntington Park, CA 90255	Sonia Ramirez	M-F	Lunch	110	11 a.m.	7/1/13 to 8/9/13 6/9/14 to 6/30/14
Freedom Park	3801 E. 61 st St. Huntington Park, CA 90255	Sonia Ramirez	M-F	Lunch	70	11 a.m.	7/1/13 to 8/9/13 6/9/14 to 6/30/14
Keller Park	6550 Miles Ave. Huntington Park, CA 90255	Sonia Ramirez	M-F	Lunch	43	11 a.m.	7/1/13 to 8/9/13 6/9/14 to 6/30/14
Raul R. Perez Memorial Park	6208 Alameda St. Huntington Park, CA 90255	Sonia Ramirez	M-Th	Snack	50	1 p.m.	8/12/13 to 6/5/14
			M-Th	Snack	25	1 p.m.	7/1/13 to 6/30/14

Schedule B

**SUMMER FOOD SERVICE PROGRAM (SFSP) AND CHILD AND ADULT CARE FOOD PROGRAM (CACFP)
MEAL PATTERN**

FOOD COMPONENTS	BREAKFAST	LUNCH OR SUPPER	SNACK ¹ (choose two of the four)
Milk			
Milk, fluid	1 cup (8 fl. oz.) ²	1 cup (8 fl. oz.) ³	1 cup (8 fl. oz.) ²
Vegetable(s) and/or Fruit(s)			
Vegetable(s) and/or fruit(s) or Full-strength vegetable or fruit juice or An equivalent quantity of any combination vegetables(s), fruit(s), and juice	1/2 cup 1/2 cup (4 fl. oz.)	3/4 cup total ⁴	3/4 cup 3/4 cup (6 fl. oz.)
Grains/Breads⁵			
Bread	1 slice (.9 oz.)	1 slice (.9 oz.)	1 slice (.9 oz.)
Cornbread, biscuits, rolls, muffins, etc., or	1 serving	1 serving	1 serving
Cold dry cereal or	3/4 cup or 1 oz. ⁶		3/4 cup or 1 oz. ⁶
Cooked pasta or noodle product or	1/2 cup	1/2 cup	1/2 cup
Cooked cereal or cereal grains or an equivalent quantity of any combination of bread/bread alternates	1/2 cup	1/2 cup	1/2 cup
Meat/Meat Alternates⁷	(optional)		
Lean meat, poultry, fish or	1 oz.	2 oz.	1 oz.
Cheese or	1 oz.	2 oz.	1 oz.
Cottage cheese or	1/4 cup	1/2 cup	1/4 cup
Eggs or	1 large egg	1 large egg	1 large egg
Cooked dry beans, peas, or	1/4 cup	1/2 cup	1/4 cup
Peanut butter, soynut butter, seed butters, other nut butters, or	2 Tbsp.	4 Tbsp.	2 Tbsp.
Peanuts, soy nuts, tree nuts, seeds, or	1 oz. ⁷	1 oz. ⁷	1 oz. ⁷
Yogurt, flavored, plain, sweetened, or	1/2 cup (4 fl. oz.)	1 cup (8 fl. oz.)	1/2 cup (4 fl. oz.)
An equivalent quantity of any combination of the above meat/meat alternates	1 oz. total	2 oz. total	1 oz. total

For the purpose of this table, a cup means a standard measuring cup.

**SUMMER FOOD SERVICE PROGRAM (SFSP) AND CHILD AND ADULT CARE FOOD PROGRAM (CACFP)
MEAL PATTERN**

MEAL PATTERN DEFINITIONS

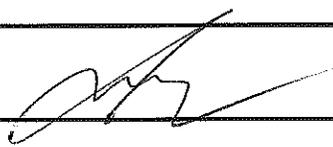
- 1 **SNACKS:** Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component. Sweet snack food products should not be served as part of a supplement (snack) more than twice a week.
- 2 **MILK FOR BREAKFAST:** Serve as a beverage, on cereal, or use part of it for each purpose.
- 3 **MILK FOR LUNCH OR SUPPER:** Served as a beverage.
- 4 **VEGETABLE/FRUIT FOR LUNCH OR SUPPER:** Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
- 5 **DEFINITION OF GRAINS/BREADS:** Grain products, pasta, noodles and cereal grains (such as rice, bulgur, oats, wheat or corn grits) shall be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc., shall be made with whole-grain or enriched meal or flour. Cereal including wheat germ, wheat bran, oat bran, etc., shall be whole-grain, enriched or fortified.

A bread serving is considered to be 1 slice of bread equivalent to 25 grams (.9 to 1 oz.) in weight. Instructions for determining the appropriate serving sizes for grain products served as bread alternatives (crackers, pancakes, bulgur, etc.) are found in the United States Department of Agriculture (USDA) or the grains/breads chart for Child Nutrition Programs.
- 6 **QUANTITY OF DRY CEREAL:** Use either volume (cup) or weight (oz.) whichever is less, according to the information in the USDA Food Buying Guide.
- 7 **MEAT/MEAT ALTERNATES:** No more than 50 percent of the requirement shall be met with nuts or seeds. Nut or seed butter may satisfy 100 percent of the requirement. Whole nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish; 1/4 cup of cottage cheese is equal to 1 oz. of meat alternate; 1/2 cup of yogurt is equal to 1 oz. of meat/meat alternate.

NOTE: The Meal Pattern (Schedule B) must be strictly adhered to for meals to be reimbursable, unless the Agency has a medical statement on file. The quantities listed represent the minimum Agencies must serve. Larger amounts may be served to accommodate the needs of older children (12 and up).

If infants will be served (under 1 year of age), the Agency must obtain a SFSP Infant Meal Pattern and provide it to the vendor. Younger children may be served smaller quantities. (Refer to Page 4 in the USDA Food Buying Guide).

CERTIFICATION – *The Contractor will comply with all meal and component requirements set forth in the federal regulations, 7 CFR Part 226 and outlined above. The Contractor understand that they may not be paid for any meal provided that does not meet these requirements as stated in the Invitation for Bid and Contract, Section F, Item 7.*

VENDOR SIGNATURE 	DATE 4/24/13
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**SUMMER FOOD SERVICE PROGRAM AND CHILD AND ADULT CARE FOOD PROGRAM
15 - DAY CYCLE MENU - LUNCH OR SUPPER**

VENDOR #:
CNIPS #:

*Serve two or more kinds of vegetable(s) or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted towards meeting not more than one-half of the lunch or supper requirements.

FOOD COMPONENTS	SERVING SIZE	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
*Meat/Meal Alternate	2 oz.	Pasta with zesty beef ¾ cup cooked pasta in ¼ cup sauced penne	Salad with turkey 1 ea whole grain cheese crackers	Grilled chicken sandwich 1 ea whole wheat bun	Veggie taco salad 1 ea whole wheat dinner roll	Bean and cheese quesadilla 1 ea 8" whole wheat tortilla
*Breads/Grains	1 slice (.9 oz.)	2 oz taco beef (1.75 oz wt protein equiv.)	¾ cup kidney beans (1 ea protein equiv.)	3.15 oz chicken breast (pure, boneless)	¼ cup pinto beans .25 oz mozzarella cheese	¾ cup pinto bean spread 1 oz mozzarella cheese
*Vegetables/Fruits	* ¾ cup total	2 fl oz ranchero alfredo sauce	1 ea .25 oz mozzarella cheese; ½ hardboiled egg; .5 oz turkey	¼ cup baby carrots	1 oz honey roasted soy nuts	1 ea hot sauce ¼ cup baby carrots
*Vegetables/Fruits	1 cup	¼ cup steamed corn	1 ea ranch dressing packet	½ cup fruit	1 ea ranch dressing packet	½ cup fruit
Milk		8 fl oz 1% / nonfat milk	1 ¼ cup romaine lettuce ¼ cup carrots	8 fl oz 1% / nonfat milk	1/8 cup corn salsa 1 ¼ cup romaine lettuce	8 fl oz 1% / nonfat milk
Other		½ cup fruit	½ cup fruit	8 fl oz 1% / nonfat milk	½ cup fruit	8 fl oz 1% / nonfat milk
*Meat/Meal Alternate	2 oz.	Fiesta bowl with beef ½ cup Spanish brown rice	Cheeseburger 1 ea whole wheat bun	Cheese lasagna 1 serving whole grain pasta in 3.65 oz cheese lasagna	Sesame chicken wrap ½ ea whole grain lavash	Italian pasta salad 1 ea whole wheat roll
*Breads/Grains	1 slice (.9 oz.)	8" whole wheat tortilla	2.4 oz cooked beef turkey patty	1.5 oz protein equiv. in dressing	1 fl oz sesame soy dressing	¾ cup cooked pasta in 1 cup Italian pasta salad
*Vegetables/Fruits	* ¾ cup total	.75 oz taco beef	.375 oz cheddar cheese	.5 oz mozzarella cheese	2 oz sesame chicken	4 oz yogurt
*Vegetables/Fruits	1 cup	¾ cup pinto bean spread	1 ea ketchup packet	1.5 oz protein equiv. in dressing	.5 oz sesame sticks	1 oz cooked kidney beans and parmesan cheese
Milk		¼ cup steamed corn	¼ cup baby carrots	¾ cup marinara sauce	¼ cup cabbage coleslaw	¼ cup shredded romaine lettuce
Other		½ cup fruit	½ cup fruit	¼ cup steamed carrots	½ cup fruit	¼ cup vegetables
		8 fl oz 1% / nonfat milk	8 fl oz 1% / nonfat milk	8 fl oz 1% / nonfat milk	8 fl oz 1% / nonfat milk	8 fl oz 1% / nonfat milk
*Meat/Meal Alternate	2 oz.	Taco dip ½ ea whole grain lavash	Turkey and cheese sandwich	Beef chili 1 ea whole wheat dinner roll	Hot dog 1 ea whole wheat bun	Pasta Alfredo ¾ cup cooked pasta
*Breads/Grains	1 slice (.9 oz.)	2.25 oz pinto beans and cheese in ½ cup taco bean dip	1 ea whole wheat bun	1 cup prepared chili	2 oz beef hotdog	.25 oz mozzarella cheese
*Vegetables/Fruits	* ¾ cup total	.12 fl oz ranchero sauce	1.5 oz turkey	¾ cup mixed vegetables	1 ea ketchup packet	1 oz string cheese
*Vegetables/Fruits	1 cup	1/8 cup tomato	.75 oz cheddar cheese	½ cup fruit	¼ cup baby carrots	1 oz sunflower seeds
Milk		1/8 cup broccoli	1 ea mayo packet	8 fl oz 1% / nonfat milk	½ cup fruit	¾ cup Alfredo sauce
Other		1/8 cup broccoli	½ cup green leaf lettuce	8 fl oz 1% / nonfat milk	8 fl oz 1% / nonfat milk	¼ cup butternut squash
		½ cup fruit	½ cup fruit	8 fl oz 1% / nonfat milk	8 fl oz 1% / nonfat milk	½ cup fruit
		8 fl oz 1% / nonfat milk	8 fl oz 1% / nonfat milk	8 fl oz 1% / nonfat milk	8 fl oz 1% / nonfat milk	8 fl oz 1% / nonfat milk

*Use Meal Pattern and Food Buying Guide for meeting this minimum requirement.

**SUMMER FOOD SERVICE PROGRAM AND CHILD AND ADULT CARE FOOD PROGRAM
15 - DAY CYCLE MENU - SNACK**

VENDOR #:
CNIPS #:

Choose two food items. Each food item must be from a different food component. Juice may not be served when milk is the only other component.

FOOD COMPONENTS	SERVING SIZE	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
*Meat/Meat Alternate	1 oz.	1.5 oz whole oats and apple bar	1 oz string cheese	2.7 Tbsp sun butter	1 ea whole grain cheese crackers	1 oz graham crackers
*Breads/Grains	1 slice (.9 oz.)	¾ cup fruit	¾ cup fruit	1.25 oz sea salt pita chips	¾ cup fruit	¾ cup fruit
Vegetables/Fruits	¾ cup (6 fl. oz.)					
Milk	1 cup					
Other						
*Meat/Meat Alternate	1 oz.	1 oz string cheese	1 ea multigrain apple crisps	1.25 oz sea salt pita chips	1 oz honey roasted soy nuts	1 ea whole grain ranch chips
*Breads/Grains	1 slice (.9 oz.)	1 ea whole grain crackers	¾ cup fruit	¾ cup fruit	¾ cup fruit	¾ cup fruit
Vegetables/Fruits	¾ cup (6 fl. oz.)					
Milk	1 cup					
Other						
*Meat/Meat Alternate	1 oz.	4 oz yogurt	1 ea sea salt pita chips	1 ea whole oats and strawberry bar	1 oz graham crackers	1 oz string cheese
*Breads/Grains	1 slice (.9 oz.)	¾ cup fruit	¾ cup fruit	¾ cup fruit	¾ cup fruit	1 ea whole grain crackers
Vegetables/Fruits	¾ cup (6 fl. oz.)					
Milk	1 cup					
Other						

*Use Meal Pattern and Food Buying Guide for meeting this minimum requirement.

DEBARMENT AND SUSPENSION**INSTRUCTION**

"Debarment and suspension" actions have received a lot of attention recently as a result of State and Federal investigations and prosecutions of dairies and related individuals involved in bid rigging on contracts to supply dairy products to local schools participating in the National School Lunch, School Breakfast, and Special Milk Programs. The purpose of this letter is to explain how the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) handles debarment and suspension actions and how these administrative actions affect you as a Summer Food Service Program sponsor.

Debarment and suspension actions result in the exclusion of companies or individuals from participating in certain transactions involving Federal non procurement programs at both the State agency and sponsor levels. These actions are not imposed as punishment but, rather, are initiated in the public interest and to protect the Federal government.

In general, debarment and suspension actions are imposed on companies and individuals for causes set forth in the non procurement debarment and suspension regulations (7 CFR Part 3017) issued January 30, 1989 (54 FR 4722). Such causes include a conviction or civil judgment for violation of Federal or State antitrust statutes as well as other offenses and activities indicating a lack of business integrity.

A sponsor is prohibited from contracting with a company or individual that has been debarred or suspended. This prohibition does not extend to contracts in existence at the time of the debarment/suspension or to most contracts under \$25,000. Rather, it applies to new contracts and extensions or renewals of existing contracts of \$25,000 or more and to contracts for audit services, regardless of amount. Furthermore, the prohibition does not apply to proposed debarments.

While a sponsor is prohibited from contracting with a company or individual that has been debarred or suspended, a debarment, suspension or proposed debarment action does not excuse a company or individual from fulfilling existing contracts involving Federal non procurement programs. However, as indicated above, the sponsor may not extend or renew an existing contract with a debarred or suspended company or individual.

FNS may consider lifting a suspension or forgoing a proposed debarment, provided that the company or individual agrees to provide assurances necessary to assure FNS that the Federal government and the public are protected. This agreement, termed a "Compliance Agreement," outlines the terms and conditions deemed necessary by FNS for the company's or individual's continued participation in transactions involving Federal non procurement programs.

To ensure that the sponsor does not enter into a contract with a debarred or suspended company or individual, each sponsor must require that each responsive bidder include a certification statement with each bid on each contract for \$25,000 or more or for audit services regardless of amount. By signing the certification statement, the bidder certifies that neither it nor any of its principals (i.e., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency.

Suspension Procedures:

- FNS may consider a suspension action if FNS receives information concerning the existence or likelihood of a cause for debarment and if immediate action is necessary to protect the public interest. If suspension is deemed to be the appropriate course of action, FNS issues a notice of suspension to the company or individual explaining the cause for the action and the procedures for opposing the suspension.
- A suspension immediately excludes the company or individual from transactions involving Federal non-procurement programs pending completion of legal and/or debarment proceedings. A suspension may be opposed by the company or individual in essentially the same procedural manner as a proposed debarment and cannot extend beyond 18 months unless administrative or legal proceedings have been initiated within that period.

- As with a debarment, the company or individual is not excused from fulfilling contracts involving Federal non procurement programs. And with the company or individual and a sponsor may continue to do business under an existing contract, the contract may neither be extended nor renewed, nor may the sponsor enter into a new contract with a suspended company or individual.

Certification Statement:

- To ensure that a sponsor does not enter into a contract with a debarred or suspended company or individual, each sponsor must require that each responsive bidder include a certification statement with each bid on each contract. By signing the certification statement, the bidder certifies that neither it nor any of its principals (i.e., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency. It is the responsibility of each bidder to sign the certification statement and submit it with any bid.

- A sponsor may rely upon the certification statement submitted by a bidder unless sponsor personnel know that the certification is in error. In such cases, the sponsor should contact the State agency for confirmation of the bidder's status relative to debarment and suspension.

DEBARMENT/SUSPENSION CERTIFICATION

(BEFORE COMPLETING THIS CERTIFICATION, READ THE ATTACHED INSTRUCTIONS)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

The prospective food vendor certifies to the best of its knowledge and belief, that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) have not within a three-year period preceding this proposal 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;
- (c) 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
- (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (e) Where the prospective food vendor is unable to certify to any of the statements in this certification, such prospective food vendor shall attach an explanation to this proposal.

VENDOR NAME	UNIFIED NUTRIMEALS
VENDOR OFFICIAL (SIGNATURE)	
VENDOR OFFICIALS NAME AND TITLE (PRINT)	ANIL KASHYAP Proj Mgr
TELEPHONE NUMBER	323-923-9335
DATE	4/24/13

Instructions for Certification

1. By signing and submitting this form, the prospective food service vendor is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective food service vendor shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective food service vendor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective food service vendor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective food service vendor shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective food service vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective food service vendor agrees by submitting this form 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 in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective food service vendor further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective food service vendor in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the 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 Non-procurement List.
9. 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.
10. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.

REFERENCES

The following are the names, addresses, and telephone numbers for three agencies for which BIDDER has performed similar work within the past three years.

1. City of Alhambra
Name and address of the owner

Ms. Roslyn 626-570-3298 111 S. 1st St, Alhambra 91801
Name and telephone number of person familiar with the project

\$120,000 lunches/snacks to 4 Parks Aug 15, 2012
Contract amount Type of work Date Completed

2. Lighthouse
Name and address of the owner

Lisa Amos 310-904-4654 141 E. Bilson St Carson 90746
Name and telephone number of person familiar with the project

60,000 lunch/snack Various Parks
Contract amount Type of work Date Completed

3. Major Child & family Resource Center
Name and address of the owner

Ora Michelle Johnson 323-270-4300 9905 Stanford Ave LA 90002
Name and telephone number of person familiar with the project

100,000 lunches/Breakfast/snacks Various Parks 8/15/12
Contract amount Type of work Date Completed

Notify the Health Department of any change of ownership, type of business activity, business name, or billing address by calling (323) 583-8811. Failure to notify the Health Department may result in late penalties, Permit denial or revocation, and business closure. **PERMITS TO OPERATE AND ANNUAL FEE PAYMENTS ARE NOT TRANSFERABLE.** Permits become void on change of ownership. New owners must apply and pay for a new Permit(s) prior to beginning operation or penalties will be assessed at 10% per month.

UNIFIED NUTRIMEALS
P.O. BOX 2098
BELL GARDENS, CA 90202

DETACH FORM HERE AND DISPLAY HEALTH PERMIT PORTION CONSPICUOUSLY ON THE PREMISES



City of Vernon Health Department
4305 S. Santa Fe Avenue
Vernon, CA 90058
(323) 583-8811

HEALTH PERMIT

Business Name : UNIFIED NUTRIMEALS
DBA :
ATTN :
Business Address : 4767 E 49TH ST
VERNON, CA 90058

Facility ID: FA0004980
Issued: 2/5/2013

PT0003488
FOOD PROCESSING ESTAB - 2000 SQ. FT. OR MORE
Valid From 1/1/2013 To 12/31/2013

THE PERSON, FIRM, OR CORPORATION ABOVE NAMED IS HEREBY GRANTED A PERMIT TO ENGAGE IN THE BUSINESS ACTIVITY DESCRIBED ABOVE IN THE CITY OF VERNON FOR THE PERIOD INDICATED.

BY 
Health Officer



UNIFNUT-01

CARMENA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cass & Johansing 825 Colorado Blvd., Suite 215 Los Angeles, CA 90041	CONTACT NAME: Carmen Amirian PHONE (A/C, No, Ext): (626) 568-9933 FAX (A/C, No): (626) 568-2886 E-MAIL ADDRESS: carmena@cassandjohansing.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Ins. Co. INSURER B: Praetorian Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			ACP7815207197	9/1/2012	9/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ACP7815207197	9/1/2012	9/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			ACP7815207197	9/1/2012	9/1/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EQB0101924	8/3/2012	8/3/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Hired Phys. Damage			ACP7815207197	9/1/2012	9/1/2013	Limit 65,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**SUMMER FOOD SERVICE PROGRAM
15 - DAY CYCLE MENU
LUNCH OR DINNER**

AGENCY NAME: CITY OF ALHAMBRA
VENDOR #: 228900
AGREEMENT #:

*Serve two or more kinds of vegetable(s) or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted towards meeting not more than one-half of the lunch or supper requirements.

FOOD COMPONENTS	SERVING SIZE	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Meat/Meal Alternate	2 oz.	Chicken Patty 2oz	Salmi, Ham, Bolo	Corn Dogs Meat 2 oz	Del. Turkey 2 oz	Cheese Quesadilla 3 oz
Breads/Grains	1 slice (.9 oz.)	Hamburger Bun 1oz	French Roll 2 oz	Bread 1 oz	Wheat Bread 1 oz.	Diced Peaches 2 oz.
*Vegetables/Fruits	See Meal Pattern	Carrot Sticks 2oz	Lettuce, Tomato 2oz	Whole orange	Celery Sticks 2 oz	Chocolate Milk 8 oz
*Vegetables/Fruits	* ¾ cup total	Whole apple 135 Ct	Diced Peaches ¾cup	Chocolate Milk 8 oz	Whole Apple	1000% Apple juice 8 oz
Milk	See Meal Pattern	Chocolate Milk 8 oz	Low fat Milk 8 oz	Mixed berry Juice 8 oz	Low fat Milk 8 oz	
Other	1 cup					
Meat/Meal Alternate	1 slice (.9 oz.)	Turkey Hot Dog 2oz	Ham 2oz,	Cheese Pizza 2 oz	Del. Turkey 2 oz	Hamburger 2 oz
Breads/Grains	See Meal Pattern	Hot Dog Bun 2 oz	American .5oz	Celery sticks 2 oz.	Sesame Bun 2 oz	Bun 2 oz
*Vegetables/Fruits	See Meal Pattern	Whole Apple	White bread 1 oz	Whole Orange	Carrot sticks 2 oz	Lettuce, tomato 2 oz
*Vegetables/Fruits	* ¾ cup total	2% Milk 8 oz	Lettuce, tomato 2 oz	Low fat Milk 8 oz	Diced Pears ¾ cup	Diced Peaches ¾ cup
Milk	See Meal Pattern	Orange Juice 8 oz	Diced Peaches ¾cup		Chocolate Milk 8 oz	Low fat Milk 8 oz
Other	1 cup		Chocolate Milk 8 oz			
Meat/Meal Alternate	2 oz.	Bean & Cheese	Bolo 2 oz, Swiss 1 oz	Beef Hot dog 2 oz	Pepperoni Pizza 4 o	Turkey, Ham 2 oz
Breads/Grains	1 slice (.9 oz.)	Burrito 3oz.	Hamburger bun 1 Oz	Bun 2 oz	Carrots Sticks 2 oz	Wheat Bread 2oz
*Vegetables/Fruits	See Meal Pattern	Banana 2 oz	Lettuce Tomato 2 oz.	Sliced Cucumbers 2oz	Orange wedge ¾ cup	Carrot Sticks ¾ cup
*Vegetables/Fruits	* ¾ cup total	Chocolate Milk 8 oz	Whole Apple	Fruit cocktail ¾ cup	Low Fat Milk 8 oz	Banana
Milk	See Meal Pattern	Orange Juice 8 oz	Lowfat Milk 8 oz	Chocolate Milk 8 oz		Chocolate Milk 8 oz
Other	1 cup					

The quantities listed represent the minimum agency must serve. Larger amount may be served to accommodate the needs of children 12 and older.

Initials _____
Date _____

CDE USE ONLY

**SUMMER FOOD SERVICE PROGRAM
15 - DAY CYCLE MENU
SNACK**

AGENCY NAME: CITY OF ALHAMBRA
VENDOR #: 228900
AGREEMENT #:

Choose two food items. Each food item must be from a different food component. Juice may not be served when milk is the only other component.

FOOD COMPONENTS	SERVING SIZE	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Meat/Meat Alternate	1 oz.		Gold Fish	Animal crackers	String Cheese	Rice Krispie
Breads/Grains	1 slice (.9 oz.)	Granola Bar 2 oz	Crackers 2 oz	2 oz	2 oz	Bars 2 oz
Vegetables/Fruits	See Meal Pattern			Low fat Milk 8 oz.	100% Apple	100% Orange
Milk	¾ cup (6 fl. oz.)	Low fat Milk 8 oz	100% apple		Juice 8 oz	Juice 8 oz
Other	1 cup		Juice 8 oz			
Meat/Meat Alternate	1 oz.	Cheese &	Fruit Muffin 2 oz	Sun Flower	Fruit Bar 2 oz.	Cheetos 2 oz
Breads/Grains	1 slice (.9 oz.)	Crackers 2 oz		Seeds 2 oz		
Vegetables/Fruits	See Meal Pattern					
Milk	¾ cup (6 fl. oz.)	100% mixed berry	Chocolate Milk	Low fat	2% Milk 8 oz	2% Milk 8 oz
Other	1 cup	Juice 8 oz	Nonfat 8 oz	Milk 8oz		
Meat/Meat Alternate	1 oz.	Graham	String Cheese	Gold Fish	Fruit Bar 2 oz	Fruit Muffin 2 oz
Breads/Grains	1 slice (.9 oz.)	Crackers 2 oz		Crackers 2 oz		
Vegetables/Fruits	See Meal Pattern					
Milk	¾ cup (6 fl. oz.)	2% Milk 8 oz	100% Apple	100% Orange	100% Mixed.	100% Apple
Other	1 cup		Juice 8 oz	Juice 8 oz	Juice 8 oz.	Juice 8 oz

The quantities listed represent the minimum agency must serve. Larger amount may be served to accommodate the needs of children 12 and older.

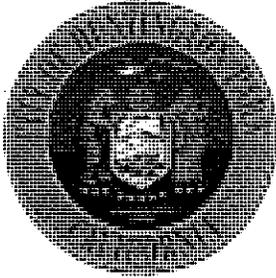
CDE USE ONLY

Initials Date

CACFP SUPPER MENU

<p>W E E K 1</p>	<p>Meat, Cheese, Beans Egg, Peas or Peanut Butter Vegetable and/or Fruit 2 or More Bread or Pasta Non Fat Milk</p>	<p>Bean and Cheese burrito Garden salad with cucumber & tomato w/Lt Ranch Orange Wedges Non Fat Milk</p>	<p>Baked Chicken Tenders w/Ketchup Steamed Peas&Carrots (diced) Fresh Pear Brown Rice Non Fat Milk</p>	<p>Spaghetti w/ Lean Beef Meatballs Green salad with tomato and Lt drsg Fresh Apple Non Fat Milk</p>	<p>Chicken Burrito Bowl Grilled chicken Mexican rice Pinto beans Honeydew Melon Non Fat Milk</p>	<p>Red.Fat Mac n Cheese Cucumbers & Celery Sticks Fresh Plum Non Fat Milk</p>
<p>W E E K 2</p>	<p>Meat, Cheese, Beans Egg, Peas or Peanut Butter Vegetable and/or Fruit 2 or More Bread or Pasta Non Fat Milk</p>	<p>BBQ Chicken pita Pita Bread Chicken Shredded Lettuce Orange Wedges Non Fat Milk</p>	<p>Steak Fajitas with Potatoes Green salad with tomatoes and light dressing Fresh Apple Corn Tortilla Non Fat Milk</p>	<p>Chicken Teriyaki Steamed Brown Rice Green Beans Fresh Pear Non Fat Milk</p>	<p>Meat Lasagna Green Salad & Tomato w/lt.dressing Plum Non Fat Milk</p>	<p>Baked chicken tenders w/BBQ sauce Mixed Vegetables Cantaloupe Brown rice Non Fat Milk</p>
<p>W E E K 3</p>	<p>Meat, Cheese, Beans Egg, Peas or Peanut Butter Vegetable and/or Fruit 2 or More Bread or Pasta Non Fat Milk</p>	<p>Italian Meatball Sub Meatballs w/tom.sauce Green Salad w/ Tomato w/lt. Dressing Mandarin Oranges Wheat Roll Non Fat Milk</p>	<p>Beef Ravioli w/ Sauce Steamed Peas & Carrots (diced) Fresh Apple Non Fat Milk</p>	<p>Chicken fajitas with green bell peppers Fresh Plum Corn Tortilla Non Fat Milk</p>	<p>Beef vegetable soup Grilled Cheese Sandwich Whole Wheat Bread w/ Red.Fat Cheddar Cheese Banana Non Fat Milk</p>	<p>Sandwich Turkey low.fat Cheese Light Mayo & Mustard Cucumbers & Celery Sticks Honeydew Melon Wheat Bread Non Fat Milk</p>

<p>W E E K 4</p>	<p>Meat, Cheese, Beans Egg, Peas or Peanut Butter Vegetable and/or Fruit 2 or More Bread or Pasta Non Fat Milk</p>	<p>Baked chicken tenders w/ BBQ sauce Brown Rice Steamed Peas & Carrots (diced) Orange Wedges Non Fat Milk</p>	<p>Ground Turkey low.fat Shredded American Cheese Lettuce & Tomato Fresh Apple Taco Shell Non Fat Milk</p>	<p>Chicken Cacciatore Green Beans Egg Noodles Cantaloupe Non Fat Milk</p>	<p>Turkey Burger Turkey Patty w/Ketchup & Mustard and lt. mayo low.fat Cheese Lettuce & Tomato Banana Whole wheat Bun Non Fat Milk</p>	<p>Chicken Burrito Steamed broccoli Honeydew Melon Non Fat Milk</p>
<p>W E E K 5</p>	<p>Meat, Cheese, Beans Egg, Peas or Peanut Butter Vegetable and/or Fruit 2 or More Bread or Pasta Non Fat Milk</p>	<p>Southern Baked Chicken Mashed Potatoes & Green beans Orange Wedges Wheat Bread Non Fat Milk</p>	<p>Soft Taco Shredded lean beef Pinto Beans Lettuce & Tomatoes Fresh Apple Corn Tortilla Non Fat Milk</p>	<p>Chicken Burger Chicken Breast w/ Light Mayo, Mustard & Ketchup Lettuce & Tomato Whole Wheat Bun Pineapple Chunks Non Fat Milk</p>	<p>Beef and Broccoli Beef Broccoli Steamed Brown Rice Banana Non Fat Milk</p>	<p>Spaghetti w /Ground Turkey Green Salad & Tomato w/lt Dressing Honeydew Melon Non Fat Milk</p>
<p>W E E K 6</p>	<p>Meat, Cheese, Beans Egg, Peas or Peanut Butter Vegetable and/or Fruit 2 or More Bread or Pasta Non Fat Milk</p>	<p>Chicken Burrito Steamed Broccoli Orange Wedges Non Fat Milk</p>	<p>Sandwich Turkey low.fat Cheese Light Mayo & Mustard Packets Cucumbers Fresh Apple Whole Wheat Bread Non Fat Milk</p>	<p>Italian Meatball Sub Mtbls w/ tom sauce Cucumbers & Celery Sticks Fresh plum Wheat Roll Non Fat Milk</p>	<p>Turkey Tostada Tostada Shell Ground Turkey Pinto Beans Low fat Cheese Lettuce & Tomato Banana Non Fat Milk</p>	<p>BBQ Chicken Pita Pita Bread Chicken Shredded lettuce Cantaloupe Non Fat Milk</p>



CITY OF HUNTINGTON PARK

Department of Parks and Recreation
City Council Agenda Report

May 20, 2013

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

Dear Mayor and Members of the City Council:

REQUEST FOR FACILITY USE AND FEE WAIVER FOR PARENTS WITH SPECIAL NEEDS CHILDREN

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the request for facility use and fee waiver from Support Group for Parents with Special Needs Children for the use of the Salt Lake Park Clubroom 1 or 2 to conduct a pilot program to enhance social skills for special needs children. The proposed program will be held Wednesdays from 9 a.m. to 1 p.m. for nine consecutive weeks.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Support Group for Parents with Special Needs Children (Support Group) has submitted a facility request and fee waiver request to use Clubroom 1 or 2 at Salt Lake Park. This is a support group to aid parents in socializing their special needs child and to provide resources.

FISCAL IMPACT/FINANCING

The Support Group requests a waiver of fees associated with the rental of Salt Lake Park clubroom 1 or 2. The total fee waiver request is \$465 and includes the facility rental fee (\$315) and the refundable deposit (\$150).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Support Group has requested a room at Salt Lake Park. If approved, the City will be unable to utilize the room during the nine-week session and this will minimally impact potential revenue.

FEE WAIVER REQUEST FOR PARENTS WITH SPECIAL NEEDS CHILDREN

May 20, 2013

Page 2 of 2

CONCLUSION

If the request is approved by Council, staff will waive the associated facility rental fees and reserve the facility for the Support Group's use.

Respectfully submitted,

RENÉ BOBADILLA

City Manager, P.E.

A handwritten signature in cursive script, appearing to read "Josette Espinosa".

JOSETTE ESPINOSA

Director of Parks and Recreation

ATTACHMENTS

Attachment A: Fee Waiver Policy, Facility Permit

**City of Huntington Park
Park Facility Use Fee Waiver Policy**

A. Purpose

The City of Huntington Park recognizes the value of partnering with agencies and organizations to provide services beneficial to the community. The following policy establishes guidelines, standards, and procedures for the consideration and implementation of park facility use fee waivers.

B. Authority

Park facility use fee waivers may be approved or denied by the PARC Commission (Commission) or the City Council, or a combination thereof.

Restrictions:

1. The Commission may approve or deny requests for fee waivers based on the eligibility criteria.
2. The Director and the Commission may not waive direct costs. Direct costs may only be waived by the City Council. Direct costs include, but are not limited to, the following:
 - Janitorial fees associated with cleaning the facility
 - Personnel fees associated with facility setup or cleanup by city staff
 - Equipment or material fees associated with facility use (i.e. chalk for baseball fields, etc.)
3. The Commission may waive up to \$250 in facility rental fees per applicant in a single fiscal year. Eligible fee waiver requests in excess of \$250 must be approved by the City Council.

C. Eligibility

Facility use fee waivers will only be considered for groups or individuals that meet all of the following criteria:

1. Can prove financial hardship and that the imposed fees will jeopardize the ability to carry on the activity for which the use of the facility is sought.
2. Can establish that the activity for which the waiver is sought will foster or promote a program that directly benefits the Huntington Park community.
3. Can establish that all reasonable alternative facilities or equipment sources have been sought and are not available or would be unsuitable to the group or individuals seeking the waiver.
4. Waivers shall not be granted to groups using the facility for a fundraiser or where a fee/donation is charged.
5. Waivers shall not be granted to any group that charges membership dues, unless it can be clearly established that the collection of facility rental fees would cause a serious financial hardship.

Intergovernmental Cooperation:

Fees may be waived for use by government agencies if the use is related to the performance of the agency's governmental duties and is directly related or of concern to Huntington Park residents.

City-Sponsored Programs:

Fees may be waived for City-sponsored events or programs. The Director may choose to sponsor an event or program if all of the following criteria are met:

1. The co-sponsoring agency has or is in the process of receiving 501(C)3 status.
2. The program or event is within the scope of services normally provided by the Department of Parks and Recreation.
3. The City is recognized as a co-sponsor of the event or program on all promotional materials and at the event or program.
4. All resources provided by the City in sponsorship of the event must be provided for within the department's current allocations without a reduction of services.
5. The event or program is open to the public and is in compliance with all City policies.
6. The Director determines that the proposed event or program will have no significant impact on the facilities or department activities and that the permittee will provide volunteer services and materials to mitigate any impacts created by the event or program or that the impacts that are created are adequately offset by the public benefit provided by the program or event.
7. If a fee is charged at the event/program, a predetermined percentage of the proceeds as determined by the Director will be paid to the City to offset department costs created by the event or program.

D. General Requirements

1. Groups or individuals seeking a fee waiver must obtain a fee waiver form from the Director. The form must be filled out completely and correctly and returned timely to the Director for review before it is submitted to the Commission or City Council for consideration.
2. A maximum of \$550 in fees may be waived per applicant, per fiscal year.
3. A certificate of insurance or statement of self-insurance and hold harmless agreement must be provided by the permittee. Insurance certificate must include additional insured endorsement naming the City of Huntington Park, its Officers, Agents and Employees as additional Insured.
4. Scheduling and use of facilities and events are subject to availability of requested facilities.
5. Reasonable steps shall be made by permittee to minimize impacts to City facilities, programs and residents.
6. The Director and/or Commission may place conditions upon the permit to minimize impacts to facilities or costs to the City or to restore facilities used to pre-event condition.
7. If the Director determines that a fee waiver request requires additional review, they may refer the request to the Commission and/or City Council for further consideration.
8. The refundable security deposit is not eligible for a fee waiver.
9. Organizations which receive fee waivers may not associate political activities with the programs or activities for which they receive such waivers.

E. Appeals

All decisions of the Commission may be appealed to the City Council. If the Council finds that the Commission interpretation of the fee waiver policies for an appealed request are not consistent with the intent of these guidelines or are not in the best interest of the community, the Council may overturn the decision.

F. Auditing

Staff will provide monthly reports to the City Council regarding all fee waivers that have been approved or implemented during the past quarter. Annually, the Commission shall provide a report to the City Council as to the effectiveness of the fee waiver program in providing additional recreation and community services through private and non-profit partnerships.

FACILITY RENTAL PERMIT APPLICATION

APPLICANT INFORMATION		
Applicant's Name: <u>Rodriguez Gloria</u> <small>(Last, First)</small>	Organization: <u>Parents with Exceptional kids</u> <small>(If Applicable)</small>	
Address: <u>6829 Rita ave.</u> <small>(Street)</small>	<u>Huntington Park</u> <small>(City)</small>	<u>Ca. 90255</u> <small>(State/ZIP)</small>
E-mail Address: <u>autismadvocacy1203@gmail.com</u>		
Phone Number: <u>(323) 500-8521</u> <small>(Day)</small>	<u>()</u> <small>(Evening)</small>	<u>(323) 589-1550</u> <small>(Fax)</small>

EVENT INFORMATION		
Event Name: <u>Social skills training</u>	Facility: <u>Salt Lake Park</u>	
Event Description: <u>Social skills training for children with special needs</u> <small>See attached word document</small>		
Date: _____	Set-up Start Time: <u>9:00</u> <small>AM</small>	Event Start Time: <u>10:00</u> <small>AM</small>
	Clean-up Start Time: <u>12:30</u>	End Time: <u>1:00 pm</u>
Expected attendance: <u>36</u> <small>People</small>	Will alcohol be served? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <small>(If yes, see security policy #20 on reverse)</small>	
Will food and/or beverages be served? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, is the food pre-packaged? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Type of Event: Community-wide <input type="checkbox"/> Fund-raiser <input type="checkbox"/> Sports League <input type="checkbox"/> Public <input type="checkbox"/> Other <input checked="" type="checkbox"/>		
Participation Category: Private/by invitation only <input checked="" type="checkbox"/> Co-sponsored <input type="checkbox"/> Sponsored (list organization) <input type="checkbox"/>		
Are you charging any fees? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <small>(list amounts and explain)</small> _____		
*Equipment needed (indoor events only): Chairs # <u>20</u> Tables # <u>5</u> <small>(*Subject to availability and room capacity)</small>		

As a condition of this permit, I agree to and shall hold harmless, defend and indemnify the City of Huntington Park, its officers, employees and agents for any and all claims, demands, liabilities, expenses, damages, cause of action, and judgments arising out of or in any connected with the occupancy use or control of the City property herein described. I also agree to be liable for any loss, damage or injury sustained by me or any members of this group or program. I have read page 2 of this permit request form and I agree to abide by all the City rules and regulations stated.

ALL FEES MUST BE PAID IN FULL AT TIME OF PERMIT APPLICATION SUBMISSION.
PERMIT APPLICATIONS MUST BE SUBMITTED AT LEAST 2 WEEKS PRIOR TO EVENT DATE.

Applicant's Signature: [Signature] Date: 5/16/13

--- STAFF USE ONLY ---

FEES	
Deposit Due:	\$ _____
Facility Fee:	\$ _____
Kitchen Fee:	\$ _____
Janitorial Fee:	\$ _____
Personnel Fee:	\$ _____
Total Due:	\$ _____

PAYMENT	
Paid:	\$ _____
Check/MO #:	_____
Date:	_____
Receipt #:	_____
Staff Initials:	_____
Proof of Security:	Yes <input type="checkbox"/> No <input type="checkbox"/>

Accepted by: _____
Logged by: _____
Approved by: _____
Director's Approval: _____
City Council Approved: Yes <input type="checkbox"/> No <input type="checkbox"/>
P&R Commission Approved: Yes <input type="checkbox"/> No <input type="checkbox"/>
Copies: Applicant _____ Muni _____ MRC _____
Janitor _____ Office _____ Freedom _____
Perez _____ Parks _____ P.D. _____

FACILITY RENTAL RULES AND REGULATIONS

The Department of Parks & Recreation provides certain park facilities that may be rented for private use. Facility rental applicants must read and agree to abide by the rules and regulations below. Applicants must initial in boxes to confirm that they have read, understand, and agree to follow all rules and regulations.

General

A permit is required for use of any indoor park facilities or organized use of outdoor park facilities (such as team practices, soccer league games, etc.). Permits are required for outdoor open space use for groups of 75+. Permits are required for outdoor athletic field use for groups of 13+.

The minimum reservation time for the use of any park facility is three (3) hours.

The number of people allowed in the facility will be restricted to the number stated on the facility rental permit.

Vehicles may not be parked on facility walkways for the purpose of loading or unloading equipment. Permittees may load and unload equipment from a vehicle in the space adjacent to the Salt Lake Park social hall room only.

(Huntington Park Community Center only) Kitchen is not available for use by permittees for the purpose of preparing food. The permittee has access to the kitchen's hand sink, refrigerator, freezer, ice machine, two food storage racks, and microwave.

(Huntington Park Community Center only) Permittee must supply own tables and chairs. All equipment provided by permittee also must be removed at the conclusion of the event.

Application Process and Fees

Facility rental permit applications must be submitted at least 2 weeks prior to the event date. Facility rental permits shall not be granted for events scheduled more than one calendar year from the time the application is submitted.

Fees must be paid by check or money order made payable to "City of Huntington Park" or by Visa/MasterCard (*No cash*). Full payment is required at time facility rental permit application is submitted.

Business license for caterers based in Huntington Park: A valid business license must be on file with the city's Finance Department at least one week prior to event date.

Business license for caterers based outside of Huntington Park: A copy of a valid business license must be submitted to the Parks and Recreation Department at least one week prior to event date.

Facility rental fee waivers must be approved by the Parks and Recreation Commission. If you would like to request a fee waiver, please submit a completed facility rental permit application, along with a letter requesting the fee waiver, at least 60 days prior to the event. The letter of request shall include the following: **(A)** names and addresses of board members, **(B)** the event's purpose and benefits to the community, **(C)** the event's proposed budget including all revenues and expenditures, **(D)** how the event's proceeds are to be used. (Proceeds are to be used exclusively within the community for charitable or non-profit activities involving youth or adult programs). In addition, the person requesting the fee waiver must attend the commission and/or City Council meeting when the request is being considered. Ongoing facility permits for events where fees are waived will be limited to 3-month periods.

Facility rentals for events held from 5 p.m. Friday through Sunday will be charged the "Weekend Rate" from the current rental fee schedule.

Requests for additional hours to be added to a facility rental must be made to the department no later than 3 business days prior to the reservation date.

Insurance

General liability insurance of the type and amount (at least \$1 million) required by the Director of Parks and Recreation shall be a condition of facility rental. Failure to provide adequate insurance may be a cause of the city to reject a rental application. Insurance will be required for any function or event which is used for fundraising, charges admission, is open to the public, and/or may attract a crowd of observers. Organized sports activities where membership is required to participate will also be required to furnish a liability insurance policy. A certificate of liability insurance shall name the City of Huntington Park as an additional insured and be provided 10 days in advance of the event. Minor events such as family reunions, picnics, etc., do not require liability insurance unless open to the public or deemed necessary by the Director.

Cancellations

Certain fees will be retained by the city for cancellations of facility rentals based on the following schedule:

Cancellation Period	AMOUNT REFUNDED TO CUSTOMER			
	Facility Fees	Security Deposit	Personnel Fees	Janitorial Fees
90+ days before event	100%	100%	100%	100%
46-89 days before event	75%	100%	100%	100%
15-45 days before event	50%	100%	100%	100%
14 or less days before event	0%	100%	0%	100%

Please note: Days listed are calendar days

Deposits

Deposits will be withheld by the city if the permittee is in violation of the rules and regulations. If the entire deposit is used to pay fees incurred as a result of the event, the city reserves the right to bill the permittee additional costs.

Allow 4-6 weeks for refund of deposit. Deposits will be mailed to name/address listed on facility rental application.

Deposits for annual or ongoing rentals will be refunded on an annual basis. Deposits must be re-paid to the city for subsequent rentals (i.e. deposits do not carry over into the next calendar year).

Event Setup and Cleanup

Each group must remove their own decorations, clear tables and facility of trash, paper goods, soda cans/bottles, etc. The permittee will be held liable if the recreation facility is not clean and orderly after the event. Clean-up must return the facility to its original condition. The clean-up procedure is defined on the facility checklist.

Set-up, breakdown and clean-up time is part of the overall reservation time. For example, if your reservation is from 1-5 p.m., set-up, breakdown and clean-up must take place between 1-5 p.m. Going over the reservation time will result in extra charges, which will be deducted from deposit.

Huntington Park Community Center only: Set-ups on Fridays may only occur after 5 p.m.

It is the responsibility of the permit group to manage set-up and break down. City equipment may be used when available and reserved in the permit. Group must leave the room or park area exactly as they found it. If staff is required to clean-up, breakdown, repair or replace items or the area, fees will be subtracted from deposit.

If permittee leaves any equipment, personal belongings or furniture in city facilities, permittee will be charged storage fees on an hourly basis. The storage fee will be deducted from the deposit.

Huntington Park Community Center only: Tables and chairs used for an event may be picked up between 12-2 p.m. on the day after the event. If tables/chairs are left at the facility past 2 p.m., the permittee will be charged facility fees and personnel fees on an hourly basis until the tables/chairs are picked up. For assistance, call (323) 584-6218.

In the event, that extra staff is needed for an event, permittee will pay for the additional expenses. Extra personnel fees include working hours not listed on the permit form; extra cleanup or janitorial services; or additional security guards or Huntington Park Police Department personnel required.

Rules and Regulations

Smoking and use of tobacco-related products is prohibited at all city parks and facilities (Municipal Code Sec. 4-12.03).

Noise that disturbs the peace and quiet of any neighborhood is prohibited (Municipal Code Section 5-11.01). As such, live entertainment is prohibited at the Senior Park Pavilion after 10 p.m., and DJs are prohibited after 11 p.m.

Decorations must be non-flammable and must be labeled as state fire marshal approved fire retarding material or be certified by approved companies. The use of tape other than masking tape is prohibited. The use of tacks, nails, scotch tape, staples, or similar fasteners is not allowed. Candles are not allowed.

The entryway and hallway areas must be kept clear of guests and equipment. Children must remain inside the rented premises and must be supervised at all times.

Fog machines are not allowed during indoor facility rentals.

Facilities support electronic equipment up to 100 volt, 15 amp.

Alcoholic Beverages

Alcoholic beverages are allowed at private events. Three security guards are required for events for minors where alcohol is served. Two security guards are required for all other events where alcohol is served.

Events for minors include, but are not limited to, the following:

- Baptisms
- Birthdays parties for people under 21 years old
- Quinceañeras
- First Communion/Confirmation celebrations
- Any event where primary celebrant is under 21 years old

Glass containers are not allowed for alcoholic beverages (except for wine or champagne). Liquor must be distributed through a bar using paper or plastic containers. Permittee shall supply all alcoholic beverages. Guests are not allowed to bring their own alcoholic drinks. Alcoholic beverages shall remain inside the building, and are prohibited outside on park or pavilion facilities.

Security Policy

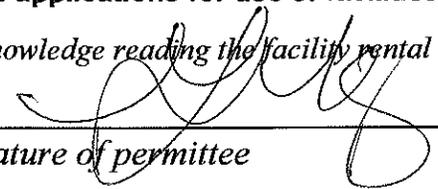
For events of 75 or more people, two security guards are required for the duration of the event. For events for minors where alcohol is served, three security guards are required. Applicant must select the following security company for service and arrange security services directly with the company. A receipt or contract showing the number of guards and hours contracted must be submitted with this facility permit request. The security cost for the company is **\$16 per guard per hour**. Guests may be subject to search before entering the facility. Metal detectors may be used at entry by security guards.

➤ High Quality Security – (877) 889-8970 – www.highqualitysecurity.com

False Information

If the applicant provides false information such as purpose of the event, names/addresses of event holder(s), number of attendees, etc., **the event will be canceled prior or during the event at the discretion of city staff and will result in forfeiture of fees and deposits and/or denial of current and future applications for use of facilities.**

I acknowledge reading the facility rental rules and regulations and agree to all of the above.



Signature of permittee

5/16/13
Date

FACILITY FEE WAIVER APPLICATION

Please read and carefully complete the following application. Failure to provide accurate information may result in a delay or denial of your request for a fee waiver. Please attach a copy of your Facility Rental Permit Application to this form and return to the Department of Parks & Recreation.

A. APPLICANT INFORMATION

Organization/Business Name: Parents with Exceptional kids Inc
Contact Name: Gloria Rodriguez Is this a non-profit organization? Yes No
Address: 40829 Rita ave Suite 8. H.P., CA. 90255
Telephone #: 323-500-8521 E-mail address: autismadvocacy1203@gmail.com

B. FACILITY INFORMATION

Indicate the specific facility or facilities for which you are requesting a fee waiver:

- Salt Lake Park Keller Park Senior Park H.P. Community Center
 Perez Park Freedom Park _____
Other

(Describe the specific area of the park and/or building)

any possible areas would be considered @ this time

C. EVENT INFORMATION

Description of Event (provide a detailed description of the event, its purpose and the activities that will take place)

Social skills pilot program for children with exceptional needs.

Anticipated Attendance Total: 30 children 6 adults Per Day: (36)

Will you be charging a fee? Yes No If "Yes" list all fees: _____

Will the event be open to the public? Yes No

Is this event a fundraiser? Yes No If "Yes" state who will receive the funds: _____

D. EVENT DATES/TIMES

Event Date(s): June 12, 19, 26 July, 3, 10, 17, 24, 31

Event Time(s): From 9:00 AM to 1:00 pm.
this includes preparation time

E. FEE WAIVER INFORMATION

Please complete only the section which applies to your event.

- > Intergovernmental Cooperation (applicant is a government agency)

Name of specific department/unit responsible for event: _____

How does this event benefit the residents of Huntington Park? _____

Why is it necessary to hold this event at a city facility? _____

- > Non-Profit Organization
- > Private Business/Organization or Individual

Non-Profit Organizations will be required to provide verification of tax-exempt status.

Do you provide service solely to residents of Huntington Park? Yes No

Indicate the negative impact or financial hardship that the normal facility use fees would create for your event or agency. You may attach a budget or financial statement for your organization to clarify the reason for your request:

@ this time we do not have funding to pay the fees. We only base our org. on donations @ this time.

What significant value or benefit will your event provide to Huntington Park residents?

our program would provide direct social skills training to our kids with special needs.

- > City-Sponsored Event

See the Park Facility Use Fee Waiver Policy for details about City-sponsored event requests.

Does your organization have, or is it in the process of receiving, tax-exempt status? Yes No

Explain why the city should be a co-sponsor of your event: _____

F. FEE WAIVER REQUEST

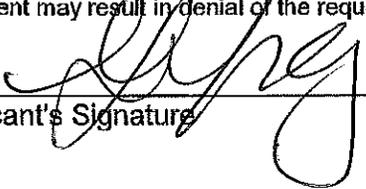
Are you requesting a 100% waiver of all applicable rental fees? Yes No

If "NO" which fees are you requesting to be waived? (note: refundable security deposit may not be waived)

Rental \$ _____ Personnel \$ _____ Janitorial \$ _____ Equipment/material \$ _____

REVIEW PROCESS: You will be notified within 5 business days of submission of your application whether your request has been denied or will be referred to the PARC Commission and/or City Council for review. Fee waiver requests less than \$250 in indirect fees may be considered by the PARC Commission and/or City Council. Fee waiver requests of more than \$250 must be reviewed by the City Council. For additional details, review the Park Facility Use Fee Waiver Policy.

APPLICANT SIGNATURE: I understand and agree to abide by all of the Facility Fee Waiver and Facility Rental regulations of the City of Huntington Park and any other conditions imposed for the event requested. I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statement may result in denial of the requested permit or revocation of any issued permit.


Applicant's Signature

5/14/13
Date

FOR OFFICE USE ONLY:

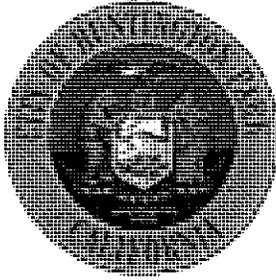
Date application received: _____ Received by: _____

Criteria met: Yes No Fee waiver status: Approved Denied Conditional

Total fees waived: \$ _____ Deposit to be paid: \$ _____ Add'l Fees to be paid: \$ _____

Approved by: _____

Additional information:



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

May 20, 2013

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

Dear Mayor and Members of the City Council:

SECOND READING OF AN ORDINANCE ADDING CHAPTER 20 OF TITLE 4 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO THE REGULATION OF FIREWORKS.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Second Reading of the proposed ordinance adding Chapter 20 of Title 4 of the Huntington Park Municipal Code relating to the regulation of fireworks.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this ordinance is to provide a procedure for the discharge of safe and sane fireworks as classified by the State Fire Marshal. The City desires to set out the violations for the possession, use, or discharge of safe and sane fireworks outside of the allowed time period. The City has concluded, in compliance with the California Health & Safety Code, that dangerous fireworks should be prohibited from the City; and the City desires to set out the violations related to the use, possession, or discharge of dangerous fireworks.

In order to facilitate the above stated goals, the City desires to add chapter 20 of Title 4 and amend Huntington Park Municipal Code relating to the regulation of fireworks.

Under the existing ordinance the date of discharge was only identified as July 4 of each year. The proposed revisions in summary are as follows:

1. Dangerous fireworks are defined in the ordinance.
2. Permitted fireworks are defined as safe and sane fireworks, as defined by Section 12529 of the Health and Safety Code of the State of California.
3. Except as otherwise provided by law or as part of a fireworks show permitted by the City, dangerous fireworks are prohibited it is unlawful for any person to

SECOND READING OF THE PROPOSED ORDINANCE ADDING CHAPTER 20 OF TITLE 4 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO THE REGULATION OF FIREWORKS.

May 20, 2013

Page 2 of 4

sell, possess, keep, store, use, or discharge or permit another to sell, possess, keep, store, use or discharge, any dangerous fireworks within the City at any time.

4. Permitted fireworks may be discharge within the City only on the 4th of July between the hours of 10:00 a.m. and 10:00 p.m. unless the City has issued a permit allowing fireworks discharge outside of this timeframe.
5. No minor, defined as an individual under 18 years old, shall possess, fire, set off, discharge or use any permitted fireworks, unless the minor is under the supervision of a person over 21 years old that is physically present at the time and place of discharge.
6. No person shall give, transfer, distribute to, or permit the possession of any permitted fireworks by any minor under 18 years old, except for the purpose of then discharging, firing or using such permitted fireworks under the immediate supervision of a person over 21 years old that is physically present at the time and place of discharge. It is unlawful to sell permitted fireworks to a minor.
7. Any minor under 18 years old in the possession of permitted fireworks who is not under the direct supervision of a person over 21 years old, then and there physically present, may have such permitted fireworks confiscated by any law enforcement officer and the permitted fireworks confiscated shall be delivered to the Fire Department within a reasonable time thereafter.
8. Except as otherwise permitted by the City as part of a fireworks show, no person shall fire, set off, discharge, possess or use any permitted fireworks on any property owned or controlled by the City.
9. Notwithstanding the provisions of this Chapter, it is unlawful for any person to discharge at any time any permitted fireworks that have been physically altered from their original, manufactured state.
10. Administrative fines can be issued for any violation of this ordinance. However, for violations pertaining to dangerous fireworks, the imposition of administrative fines and penalties and/or the seizure of dangerous fireworks is limited to persons who possess 25 pounds or less of dangerous fireworks
11. The City shall hold in trust \$250.00 or 25%, whichever is greater, from each administrative fine and penalty collected pursuant to this Section, for purposes of reimbursing the State Fire Marshal for costs associated with the transportation and disposal of seized dangerous fireworks.
12. The proposed fines will be specifically for violations of this Chapter as it relates to permitted fireworks and is thus separate from the general schedule of fines established by the City Council pursuant to section 1-5.05, as well as separate

SECOND READING OF THE PROPOSED ORDINANCE ADDING CHAPTER 20 OF
TITLE 4 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO THE
REGULATION OF FIREWORKS.

May 20, 2013

Page 3 of 4

from the schedule of fines established for violations relating to dangerous fireworks.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As a means of combating the possession and discharge of dangerous fireworks and to regulate the use of safe and sane fireworks, in the City of Huntington Park, staff is proposing the attached addition and amendments to the Huntington Park Municipal Code.

The Administrative fines will be established by resolution to be heard before council and will become effective concurrently with the approval of this ordinance.

CONCLUSION

If approved, the Mayor shall sign and the City Clerk shall certify passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect 30 days after its final passage.

Respectfully submitted,

RENÉ BOBADILLA
City Manager, P.E.



JORGE CISNEROS
Chief of Police

SECOND READING OF THE PROPOSED ORDINANCE ADDING CHAPTER 20 OF
TITLE 4 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO THE
REGULATION OF FIREWORKS.

May 20, 2013

Page 4 of 4

ATTACHMENTS

Attachment A: ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK, CALIFORNIA, ADDING CHAPTER 20 OF
TITLE 4 OF THE HUNTINGTON PARK MUNICIPAL CODE
RELATING TO THE REGULATION OF FIREWORKS

ATTACHMENT A

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CITY COUNCIL ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, ADDING CHAPTER 20 OF TITLE 4 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO THE REGULATION OF FIREWORKS

WHEREAS, the purpose of this ordinance is to provide a procedure for the discharge of safe and sane fireworks as classified by the State Fire Marshal; and

WHEREAS, the City desires to specify the hours during the 4th of July when safe and sane fireworks may be discharged; and

WHEREAS, the City desires to set out the violations for the possession, use, or discharge of safe and sane fireworks outside of the allowed time period; and

WHEREAS, the City has concluded, in compliance with the California Health & Safety Code, that dangerous fireworks should be prohibited from the City; and

WHEREAS, the City desires to set out the violations related to the use, possession, or discharge of dangerous fireworks; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Chapter 20 of Title 4 of the Huntington Park Municipal Code is hereby added to read in its entirety as follows:

Chapter 20 FIREWORKS – UNLAWFUL DISCHARGE AND POSSESSION

4-20.01 Definitions.

(a) “Dangerous fireworks” are all fireworks that are not classified as “safe and sane” as defined by Section 12529 of the Health and Safety Code of the State of California or that are defined by the Section 12505 of the Health and Safety Code of the State of California, Title 19, Chapter 6 of the California Code of Regulations, or any successor provision thereto, as a “dangerous firework”. “Dangerous fireworks” shall include any permitted

1 fireworks that have been altered in such a manner as to provide
2 said fireworks with the qualities of dangerous fireworks as defined
3 herein.

4 (c) "Permitted fireworks" are safe and sane fireworks, as
5 defined by Section 12529 of the Health and Safety Code of the
6 State of California.

7 **4-20.02 Dangerous fireworks – prohibited.**

8 Except as otherwise provided by law or as part of a fireworks show
9 permitted by the City, it is unlawful for any person to sell, possess,
10 keep, store, use, or discharge or permit another to sell, possess,
11 keep, store, use or discharge, any dangerous fireworks within the
12 City at any time.

13 Any person(s) found in possession of dangerous fireworks in
14 violation of this section may have the dangerous fireworks
15 confiscated by any law enforcement officer, Fire Department
16 employee or code enforcement officer . Such confiscation shall be
17 immediately reported to the City and the dangerous fireworks will
18 be transported to the nearest Fire Department within a reasonable
19 amount of time for proper disposal.

20 Anyone that violates this section may be subject to the civil fines
21 as set forth in this Chapter.

22 **4-20.03 Permitted fireworks – time of discharge.**

23 Permitted fireworks may be discharge within the City only on the
24 4th of July between the hours of 10:00 a.m. and 10:00 p.m. unless
25 the City has issued a permit allowing fireworks discharge outside
26 of this timeframe.

27 The lawful discharge of permitted fireworks pursuant to this
28 Chapter shall not be considered a violation of the noise restrictions

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in the Code.

4-20.04 Additional restrictions on discharge of permitted fireworks.

In addition to the discharge time restrictions in section 4-20.03 above, the following restrictions apply to permitted fireworks:

(a) No minor, defined as an individual under eighteen (18) years old, shall possess, fire, set off, discharge or use any permitted fireworks, unless the minor is under the supervision of a person over twenty-one (21) years old that is physically present at the time and place of discharge.

(b) No person shall give, transfer, distribute to, or permit the possession of any permitted fireworks by any minor under eighteen (18) years old, except for the purpose of then discharging, firing or using such permitted fireworks under the immediate supervision of a person over twenty-one (21) years old that is physically present at the time and place of discharge. It is unlawful to sell permitted fireworks to a minor.

(c) Any minor under eighteen (18) years old in the possession of permitted fireworks who is not under the direct supervision of a person over twenty-one (21) years old, then and there physically present, may have such permitted fireworks confiscated by any law enforcement officer, Fire Department employee or code enforcement officer. Such confiscation shall be immediately reported to the City and the permitted fireworks confiscated shall be delivered to the Fire Department within a reasonable time thereafter.

(d) Except as otherwise permitted by the City as part of a fireworks show, no person shall fire, set off, discharge or use any

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permitted fireworks on any property owned or controlled by the City. Additionally, no person shall possess any permitted fireworks within any park, playground, swimming pool, athletic field, accessory structure, or any other area owned or controlled by the City and devoted to active or passive recreation or any area within the Civic Center.

(e) Notwithstanding the provisions of this Chapter, it is unlawful for any person to discharge at any time any permitted fireworks that have been physically altered from their original, manufactured state.

(f) It shall be unlawful for any person to ignite, explode, project, or otherwise fire or use, or permit the ignition, explosion, or projection of, any permitted fireworks upon, over, or onto the property of another, or to ignite, explode, project, or otherwise fire or make use of any permitted fireworks within ten (10') feet of any residence, dwelling, or other structure.

4-20.05 Enforcement – issuance of administrative citation.

(a) Any law enforcement officer, Fire Department employee or code enforcement officer may issue an administrative citation pursuant to Chapter 5 of Title 1 of this Code, as permitted by Government Code Section 53069.4, imposing administrative fines as described in this Chapter for any violation of this Chapter.

(b) The issue of an administrative citation pursuant to Chapter 5 of Title 1 of this Code does not limit the City's discretion to utilize any other remedy, civil or criminal, to redress any violation of this Chapter.

1 **4-20.06 Enforcement – additional provisions for dangerous**
2 **fireworks.**

3 (a) For violations pertaining to dangerous fireworks, the
4 imposition of administrative fines and penalties and/or the seizure
5 of dangerous fireworks is limited to persons who possess twenty-
6 five (25) pounds or less of dangerous fireworks.

7 (b) Administrative fines and penalties collected pursuant to this
8 Chapter for violations pertaining to dangerous fireworks shall not
9 be subject to the provisions of California Health and Safety Code
10 Section 12706, and shall be allocated in compliance with
11 California Health and Safety Code Section 12557, which requires
12 the City to reimburse the State Fire Marshal for costs associated
13 with the disposal of seized dangerous fireworks. Unless and until
14 regulations governing such reimbursement have been adopted by
15 the State Fire Marshal and are effective in the State of California,
16 the City shall hold in trust Two Hundred Fifty Dollars (\$250.00) or
17 25%, whichever is greater, from each administrative fine and
18 penalty collected pursuant to this Section, for purposes of
19 reimbursing the State Fire Marshal for costs associated with the
20 transportation and disposal of seized dangerous fireworks.

21 **4-20.07 Administrative fines – permitted fireworks.**

22 (a) Anyone found in violation of this Chapter as it relates to
23 permitted fireworks, is subject to an administrative fine as
24 established by a schedule of fines set by the City Council by
25 resolution. This schedule of fines will be specifically for
26 violations of this Chapter as it relates to permitted fireworks and is
27 thus separate from the general schedule of fines established by the
28 City Council pursuant to section 1-5.05, as well as separate from

1 the schedule of fines established for violations relating to
2 dangerous fireworks.

3 (b) The payment of such fine(s) shall not excuse the violator
4 from complying with the provisions of the Code.

5 **4-20.08 Administrative fines – dangerous fireworks.**

6 (a) Anyone found in violation of this Chapter as it relates to
7 dangerous fireworks, is subject to an administrative fine as
8 established by a schedule of fines set by the City Council by
9 resolution. This schedule of fines will be specifically for
10 violations of this Chapter as it relates to dangerous fireworks and is
11 thus separate from the general schedule of fines established by the
12 City Council pursuant to section 1-5.05, as well as separate from
13 the schedule of fines established for violations relating to permitted
14 fireworks.

15 (b) The payment of such fine(s) shall not excuse the violator
16 from complying with the provisions of the Code.

17 **SECTION 2.** If any section, subsection, subdivision, paragraph, sentence, clause, phrase
18 or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by any
19 court of competent jurisdiction, such decision shall not affect the validity or effectiveness
20 of the remaining portions of this Ordinance. The City Council hereby declares that it
21 would have adopted this Ordinance and each section, subsection, subdivision, paragraph,
22 sentence, clause, phrase and portion of this Ordinance irrespective of the fact that one or
23 more sections, subsections, subdivisions, paragraphs, sentences, clauses, phrases or
24 portions thereof may be declared invalid or unconstitutional. To this end, the provisions of
25 this Ordinance are declared severable.

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2 **SECTION 3.** This Ordinance shall become effective thirty (30) days after its passage and
3 adoption. Within fifteen (15) days of the date of adoption of this Ordinance, the City Clerk
4 shall post a copy of said Ordinance in places designated for such posting and shall certify
5 to the same. The City Clerk shall certify the passage of this Ordinance and shall cause the
6 same to be published as required by law.

7 PASSED, APPROVED and ADOPTED this _____ day of _____, 2013.

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Mario Gomez, Mayor

11 ATTEST:

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Rocio Martinez, Acting City Clerk

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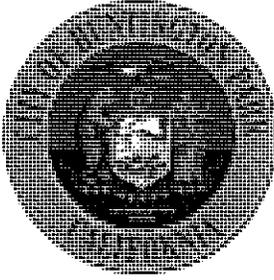
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CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

May 20, 2013

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

Dear Mayor and Members of the City Council:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK ESTABLISHING THE ADMINISTRATIVE FINES FOR VIOLATIONS OF CHAPTER 20 OF TITLE 4 OF THE HUNTINGTON PARK MUNICIPAL CODE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve adding of the schedule of fines for Administrative citations relating to the regulation of fireworks.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 6, 2013, the City Council of the City of Huntington Park held the first reading for Ordinance No. 909-NS, which proposes to add Chapter 20 to Title 4 of the Huntington Park Municipal Code relating to the regulation of fireworks; and the second reading of Ordinance No. 909-NS will be held on May 20, 2013.

Sections 4-20.07 (violations related to permitted fireworks) and 4-20.08 (violations related to dangerous fireworks) of Ordinance No. 909-NS, provide that the schedule of administrative fines for violations of Chapter 20 of Title 4, will be established by the City Council pursuant to a resolution. The City now desires to set the schedule of administrative fines for violations of Chapter 20 of Title 4 by passing this Resolution which will become operative upon the effective date of Ordinance No. 909-NS.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Staff is proposing the attached resolution which provides a schedule of administrative fines for violations related to permitted fireworks as set forth in Chapter 20 of Title 4 shall be as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK
ESTABLISHING THE ADMINISTRATIVE FINES FOR VIOLATIONS OF CHAPTER 20
OF TITLE 4 OF THE HUNTINGTON PARK MUNICIPAL CODE

May 20, 2013

Page 2 of 3

1. First citation Issued: \$250.00
2. Second citation within same 36 month Period: \$500.00
3. Third citation within same 36 month Period: \$1,000.00.
4. Fine for the fourth and any subsequent citation in the same 36 Month period (per citation): \$1000.00.

Any fine not paid by the due date (set forth in Section 1-5.06 of Chapter 5 of Title 1 of Huntington Park Municipal Code) shall be subject to a late penalty calculated as the same amount as the fine such that the total amount due (fine plus late fee) is double the unpaid fine amount.

The schedule of administrative fines for violations related to dangerous fireworks as set forth in Chapter 20 of Title 4 shall be as follows:

1. First citation Issued: \$500.00.
2. Second citation within same 36 month Period: \$750.00.
3. Third citation within same 36 month Period: \$1,000.00.
4. Fourth and any subsequent citation in the same 36 month period (per citation): \$1000.00.

Any fine not paid by the due date (set forth in Section 1-5.06 of Chapter 5 of Title 1 of Huntington Park Municipal Code) shall be subject to a late penalty calculated as the same amount as the fine such that the total amount due (fine plus late fee) is double the unpaid fine amount.

CONCLUSION

If approved, the Mayor shall sign and the City Clerk shall certify passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect 30 days after its final passage.

Respectfully submitted,

RENÉ BOBADILLA
City Manager, P.E.



JORGE CISNEROS
Chief of Police

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK
ESTABLISHING THE ADMINISTRATIVE FINES FOR VIOLATIONS OF CHAPTER 20
OF TITLE 4 OF THE HUNTINGTON PARK MUNICIPAL CODE

May 20, 2013

Page 3 of 3

ATTACHMENTS

Attachment A: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK ESTABLISHING THE ADMINISTRATIVE
FINES FOR VIOLATIONS OF CHAPTER 20 OF TITLE 4 OF
THE HUNTINGTON PARK MUNICIPAL CODE

1 (c) Fine for third citation within same 36-Month Period: \$1,000.00.

2 (d) Fine for the fourth and any subsequent citation in the same 36-Month
3 Period (per citation): \$1000.00.

4 Any fine not paid by the due date (set forth in Section 1-5.06 of Chapter 5 of Title 1
5 of Huntington Park Municipal Code) shall be subject to a late penalty calculated as
6 follows: The late penalty amount shall be the same amount as the fine such that
7 the total amount due (fine plus late fee) is double the unpaid fine amount.
8

9 **SECTION 3.** The schedule of administrative fines for violations related to
10 dangerous fireworks as set forth in Chapter 20 of Title 4 shall be as follows:

11 (1) Fine for first citation Issued: \$500.00.

12 (2) Fine the second citation within same 36-Month Period: \$750.00.

13 (3) Fine for third citation within same 36-Month Period: \$1,000.00.

14 (4) Fine for the fourth and any subsequent citation in the same 36-Month
15 Period (per citation): \$1000.00.
16

17 Any fine not paid by the due date (set forth in Section 1-5.06 of Chapter 5 of Title 1
18 of Huntington Park Municipal Code) shall be subject to a late penalty calculated as
19 follows: The late penalty amount shall be the same amount as the fine such that
20 the total amount due (fine plus late fee) is double the unpaid fine amount.
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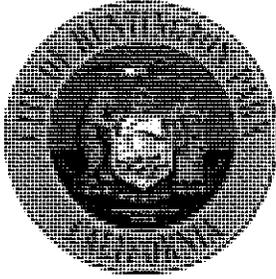
THE FOREGOING RESOLUTION shall become operative upon the effective date of Ordinance No. 909-NS and is hereby approved and adopted by the City Council of the City of Huntington Park this 20 day of May, 2013, by the following roll call vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Mario Gomez, Mayor

ATTEST:

Rocio Martinez, Acting City Clerk



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

May 20, 2013

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

Dear Mayor and Members of the City Council:

FIRST READING OF AN ORDINANCE OF THE CITY OF HUNTINGTON PARK AMENDING CHAPTER 21 OF TITLE 5 OF THE HUNTINGTON PARK MUNICIPAL CODE, RELATING TO HOURS OF OPERATION FOR PUBLIC PARKS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve for first reading of the proposed ordinance amending sections 5-21.101 & 5-21.104 of chapter 21 of Title 5 of The Huntington Park Municipal Code.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park (the City) seeks to safeguard the safe and orderly use of its parks and recreational facilities for the benefit of residents and visitors alike.

Moreover, the City seeks to allow or conditionally allow use of its parks and recreational facilities in order for people to enjoy the City's parks and recreational facilities to the fullest extent while retaining a safe and orderly environment for all users.

In order to facilitate the above stated goals, the City desires to amend certain sections of Chapter 21 of Title 5 of the Huntington Park Municipal Code.

The changes are as follows:

1. 5-21.101(c) expands the definition of Public Park to include "accessory structure or any other outside area within the Civic Center."
2. 5-21.104(b) expands the exceptions to the park operating house to include: (1) City employees or agents and peace officers when engaged in official business; (2) Persons with a special permit issued by the Director of Parks Recreation or his/her designee; (3) Persons and/or spectators participating in City-sponsored or City-approved programs or events which take place outside posted hours of operation.

FIRST READING OF AN ORDINANCE OF THE CITY OF HUNTINGTON PARK
AMENDING CHAPTER 21 OF TITLE 5 OF THE HUNTINGTON PARK MUNICIPAL
CODE, RELATING TO HOURS OF OPERATION FOR PUBLIC PARKS

May 20, 2013

Page 2 of 2

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As a means of combating unlawful activity that may take place in City public parks after hours, staff is proposing the attached amendments to the Municipal Code as found in Huntington Park Municipal Code Sections 5-21.101 and 5-21.104.

CONCLUSION

If approved, the Mayor shall sign and the City Clerk shall certify passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect 30 days after its final passage.

Respectfully submitted,

RENÉ BOBADILLA
City Manager, P.E.



JORGE CISNEROS
Chief of Police

ATTACHMENTS

Attachment A: ORDINANCE OF THE CITY OF HUNTINGTON PARK AMENDING
CHAPTER 21 OF TITLE 5 OF THE HUNTINGTON PARK
MUNICIPAL CODE, RELATING TO HOURS OF OPERATION FOR
PUBLIC PARKS

ATTACHMENT A

1 (d) "Vehicle" means any wheeled conveyance, whether motor-
2 powered, animal-drawn, or self-propelled. "Vehicle"
3 includes any trailer in tow of any size, kind, or description.
4 An exception is made for baby carriages and vehicles in the
5 service of the City parks.

6 (e) "Group" means twenty-five (25) or more persons.

7 SECTION 2: Section 5-21.104 of Chapter 21 of Title 5 of the Huntington Park Municipal
8 Code is hereby amended to read in its entirety as follows:

9 **5-21.104 Hours of operation for public parks—Prohibitions—**

10 **Posting of signs.**

11 (a) The public parks are open to the general public between the
12 hours of 6:00 a.m. and 10:00 p.m. and are closed to the
13 general public all other hours.

14 (b) It is unlawful for any person or group to occupy or be
15 present in any public park during hours in which the public
16 park is not open except as follows:

17 (1) City employees or agents and peace officers when
18 engaged in official business;

19 (2) Persons with a special permit issued by the Director of
20 Parks Recreation or his/her designee;

21 (3) Persons and/or spectators participating in City-
22 sponsored or City-approved programs or events which
23 take place outside posted hours of operation.

24 (c) Any park or portion thereof may be declared closed to the
25 public by the Parks and Recreation Commission or the
26 Director of Parks and Recreation at any time and for any
27 interval of time, either temporarily or at regular or stated
28 intervals. It is unlawful for any person to enter or be present

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in any park or portion thereof which has been closed to the public.

(d) The Director of Parks and Recreation shall cause to be posted signs in public view at the points of entrance to the parks indicating the hours of operation set forth in this section.

SECTION 3: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4: The Mayor shall sign and the City Clerk shall certify passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect thirty (30) days after its final passage.

Adopted this ____ day of _____, 2013.

Mario Gomez, Mayor

Rocio Martinez, Acting City Clerk



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

May 20, 2013

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

Dear Mayor and Members of the City Council:

REVISED 2011 HOMELAND SECURITY GRANT PROGRAM AGREEMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. City Council approves the revised Subrecipient Agreement between the City of Huntington Park and County of Los Angeles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

2011 Homeland Security Grant Program (HSGP) funding was previously made available to the City of Huntington Park through the County of Los Angeles. This specific grant funded an expansion of our Automated License Plate Reader (ALPR) system in Huntington Park. The initial subrecipient agreement for this 2011 HSGP grant was approved by the City Council on October 1, 2012.

County Counsel has recommended revisions to the original agreement. Those revisions were made to pages 4, 8, and 22 of the agreement. The City Attorney's office has reviewed the revised portions of the agreement and finds them to be minor. The changes are as follows:

1. The original performance time of the agreement was automatically extended until all activities under the agreement were performed, but now the County and Cal EMA must provide written notification and approval to extend the performance period.
2. Minor changes to section 301.C clarifying that the word "County" means "County of Los Angeles" and that relocation of funds will be by written notification.
3. The new agreement says written extension of the performance period does not require a written amendment (previous agreement left this out).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City Attorney's office has reviewed the revised portions of the agreement and finds them to be minor. The City Attorney's office recommends bringing the revised agreement before City Council for approval.

CONCLUSION

The signed Subrecipient Agreement will be forwarded to the Chief Executive Office of the County of Los Angeles. Mr. Craig Hirakawa, Chief Executive of Los Angeles County will obtain the required County signatures and return the fully executed original of the Subrecipient Agreement to the City of Huntington Park.

Respectfully submitted,

RENE BOBADILLA
City Manager, P.E.



JORGE CISNEROS
Chief of Police

ATTACHMENTS

Attachment A: 2011 Homeland Security Grant Program Subrecipient Agreement

ATTACHMENT "A"



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

June 19, 2012

Jorge Cisneros, Chief of Police
Huntington Park Police Department
6542 Miles Avenue
Huntington Park, CA 90255

Dear Police Chief Cisneros:

2011 HOMELAND SECURITY GRANT PROGRAM SUBRECIPIENT AGREEMENT

On May 1, 2012, the Los Angeles County (County) Board of Supervisors accepted the 2011 Homeland Security Grant Program (HSGP) for the HSGP Los Angeles County Operational Area. The County requires a formal Subrecipient Agreement between the City of Huntington Park and the County which outlines the requirements of the grant and provides the guidelines to follow for HSGP reimbursement of eligible expenses.

You will find enclosed details of your project(s) approved for the 2011 HSGP and two copies of the Subrecipient Agreement (SA) between the City of Huntington Park and Los Angeles County. Both copies of the SA, with complete contact information as required in Paragraph 102B, signed Exhibits A, B, C, signed Exhibit D (with each page initialed in the lower right corner), and the Agreements executed (in blue ink) by the appropriate jurisdiction staff, should be returned to:

Chief Executive Office
Attn: Craig Hiramawa
County Disaster Administrative Team
500 West Temple Street, Room 754
Los Angeles, CA 90012

Mr. Hiramawa will obtain the required County signatures and return a fully executed original of the SA to you. Please be aware that any sole source, aircraft, watercraft, and/or environmental clearances must be approved by the State prior to your jurisdiction incurring any costs related to the item(s) requiring such clearances.

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Police Chief Jorge Cisneros
June 19, 2012
Page 2

If you have any questions, your staff may contact Mr. Hirakawa at (213) 974-1127 or by email at chirakawa@ceo.lacounty.gov.

Sincerely,

WILLIAM T FUJIOKA
Chief Executive Officer



Carol Kindler
Manager

WTF:CK:hg/n

Enclosures

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 6550 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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Subrecipient Agreement

Between the County of Los Angeles and

The City of Huntington Park

Grant Year 2011

Homeland Security Grant Program

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

THIS AGREEMENT ("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 (Cal EMA) for the 2011 Homeland Security Grant Program (HSGP); and

WHEREAS, the Cal EMA provides said funds to the County of Los Angeles as its Subgrantee, and CEO is responsible for managing and overseeing the HSGP funds that are distributed 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 the Subrecipient in building effective prevention and protection capabilities to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of an HSGP 2011 grant from Cal EMA for the Subrecipient in the amount of \$100,000; 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 May 1, 2012 authorized the CEO to prepare and execute this Agreement.

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

2. The representative of Subrecipient shall be:

Name and

Title: NEAL MORGAN, LIEUTENANT

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: ANNIE RUIZ, ACTING ACCOUNTING MANAGER

Organization HUNTINGTON PARK FINANCE DEPARTMENT

Address: 6550 MILES AV.

City/State/Zip: HUNTINGTON PARK, CA 90255

Phone: (323) 584-6237

Fax: (323) 588-2657

Email: ARUIZ@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, regular U.S. Postal mail service and/or e-mail. In the case of event of personal delivery or email, the message shall be deemed communicated upon receipt by the County. In event of mail service, the message 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 Grant 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 November 18, 2011 to January 31, 2014, 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 2011 Grant, which has been approved by Cal EMA. 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 comply with the request, CEO will issue written notification indicating that the requested modification will not be processed. Modifications must be approved in writing by the County of Los Angeles and Cal EMA 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 of \$100,000 or more, justification must be presented to CEO, who upon review will request approval from Cal EMA. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient shall provide any reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports shall be in the form requested by the County of Los Angeles, and shall be provided by the 15th of the following month. Subrecipient shall timely submit claims for reimbursement.
- F. 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 31st of the year following the reporting period.
- G. Subrecipient shall provide a Corrective Action Plan to CEO within 30 days of any audit finding.
- H. Subrecipient will be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal EMA grant program requirements. The County of

Los Angeles anticipates that said monitoring will include, at a minimum, one on-site visit during the term of this Agreement.

- I. Any equipment acquired pursuant to this Agreement shall be authorized in the G&T Authorized Equipment List (AEL) available online at <http://www.rkb.us> and the Allowable Cost Matrix to the 2011 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 2011 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.
- J. 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.
- K. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2011 Homeland Security Grant Program, Guidance and Application Kit or subsequent grant year programs.
- L. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2011 Homeland Security Grant Program, Guidance and Application Kit, and must be first submitted to CEO and then pre-authorized by Cal EMA. A catalog of federally approved and sponsored training courses is available at <http://www.ojp.usdoj.gov/odp/training.htm>.
- M. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2011 Homeland Security Grant Program, Guidance and Application Kit. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>.
- N. 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.
- O. Any organization activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2011 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 up to the maximum grant amount of \$100,000 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 2011 HSGP Grant Award Letter from Cal EMA.
- 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 Cal EMA. 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 Cal EMA and a Cal EMA 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 (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within 60 days following completion of the exercise and submit proof of State approval of the AAR with the reimbursement request.

For planning reimbursements, Subrecipient must include a copy 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. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated; or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.
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, lapse, non renewal or restriction 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 ("EEO") 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" means 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" means:
 - a. Any direct or indirect financial interest in the specific contract, including but not limited to, 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, or 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, analyses, 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 disabilities; (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. 93205); 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, Debarment, Ineligibility and Voluntary Exclusion

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 2011 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 State or the terms 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 of 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 or other communication 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.

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

EDMUND G. BROWN JR.
GOVERNOR



Cal EMA
CALIFORNIA EMERGENCY
MANAGEMENT AGENCY

MARK S. GHILARDUCCI
SECRETARY

RECEIVED

SEP - 5 2012

August 27, 2012

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

HUNTINGTON PARK

SUBJECT: **APPROVAL OF EHP/NEPA SUBMITTAL**
FY2011 Homeland Security Grant Program (HSGP)
Grant Number 2011-0077 Cal EMA ID# 037-00000

Dear Ms. Kindler:

The California Emergency Management Agency (Cal EMA) and the U.S. Department of Homeland Security/FEMA have received, reviewed, and approved your EHP/NEPA request for the following:

- Surveillance Equipment: ALPRs, Pacific at Gage and 7020 Pacific, Huntington Park, \$100,000

For further assistance, please contact your Cal EMA Program Representative, Leo LaMattina, in the Grants Management Division at leo.lamattina@calema.ca.gov or 916-845-8450.

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

Ursula Harelson, Chief
Homeland Security Grant Section

HOMELAND SECURITY, PROPIB AND EMERGENCY MANAGEMENT BRANCH
3650 SCHRIEVER AVENUE MATHER, CA 95655
(916) 845-8186



September 11th, 2012

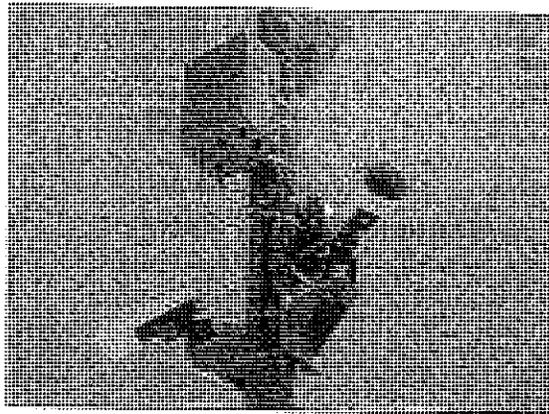
Neal Mongan | Lieutenant
City of Huntington Park | Police Department
6542 Miles Avenue | Huntington Park, CA 90255
Business: (323) 826-6691 Mobile: (323) 816-3663
Email: nmongan@huntingtonparkpd.org

REF: 3M ALPR System Equipment "SPIKELET" P-392 Fixed Cameras and One 3 Camera Mobile System

Neal,

Thank you for the opportunity to provide pricing for our 3M fixed ALPR solutions. The P-392 camera architecture offers the most cost effective alternative to typical fixed LPR systems in that the integrated camera houses three components – color camera, IR camera, and processor. This means installations are simplified and the overall cost of ownership and maintenance is considerably reduced.

The purpose of this proposal is to provide 3M Automated License Plate Recognition (ALPR) cameras at the crosswalk of Pacific Blvd near Florence and Pacific Blvd at Gage. A total of four (4) cameras will be installed; two cameras to capture the rear license plate of vehicles heading North on Pacific Blvd and two cameras to capture the rear license plate of vehicles heading South on Pacific Blvd. The cameras at each location will feed into a two camera termination box to help reduce hardware costs by only having to use two termination boxes. All cameras will be mounted on the horizontal arm of the traffic light structure. The ALPR cameras continuously search for license plates entering the cameras field of view. Once a license plate is detected, the camera captures an image of the license plate as well as a second color image of the camera's entire field of view. The images, as well as time and date stamps are then sent back to the 3M Back Office System Server (BOSS) for analysis. We will supply two cellular routers to enable connectivity back into your network. The Huntington Park Police Department will need to let us know which cellular carrier you use to configure the routers. Please note there will be ongoing monthly usage fees with your cellular provider. **The city of Huntington Park will furnish all power and connect to our termination boxes.**



I am pleased to provide you with the following pricing per for the 3M fixed ALPR cameras and associated hardware and services. In addition, I am pleased to provide you with the following pricing for one (1) **Three** camera new "low profile" ALPR system "hard" mounted and integrated into your existing Laptop / MDC in a patrol vehicle.

804 Innovation Drive
Knoxville, TN 37932

Phone: (949) 280-1716
Fax: (865) 392-5599
E-mail: info@pipstechnology.com



Qty	Description	List Price	Extended
4	SPIKEPLET-950 (IR with Color Over view) P-392 Spikelet Camera with Onboard Illumination and integrated processor with ALPR/OCR engine (with long hood). Includes support for the optional compact flash.	\$ 10,450	\$ 41,800
4	SPIKE-PLUS-CF-4GB Compact Flash module for local data storage/buffering of captured ALPR data- 4 GB data storage.	\$ 475	\$ 1,900
4	PIPS-FIXEDBCKT - All in one camera mounting bracket assembly	\$ 650	\$ 2,600
2	X3921001 -2 NEMA 4 rated DUAL Camera interface/termination box with power supply lightning protection, 100' data/comm. cable. TWO CAMERA TERMINATION BOX.	\$ 1,200	\$ 2,400
2	DIGI TransportWR44-4 -Cellular Router 3G, 1 serial, 4 Ethernet port with Gobi chip	\$ 1,200	\$ 2,400
	BOSS-ADMIN Basic License providing administrator access and two concurrent users. Back Office System Software for system administration, data analysis and data storage. Provides data mining and reporting, basic mapping functionality, remote alerting, and networking in support of inter-agency data sharing. Sold as concurrent user licenses; smart clients may be installed on an unlimited number of PC's and licenses determine how many users may be logged in simultaneously. <i>BOSS is provided with Microsoft SQL Express which has a 4 GB database size limit. 3M strongly recommends a full Microsoft SQL database license for any system with more than two mobile vehicles or fixed sites.</i>	N/A	N/A
1 lot	On-site Installation, Engineering Services and Program Management. Installation of four PIPS P-392 Spikelet Plus cameras, two termination boxes, two routers with mounting hardware. See Terms and Conditions below.		\$ 9,750
4	EXTD MAINT- two years of extended maintenance for four cameras giving you three full years of coverage. \$1,100 per camera per year. First year is included with purchase.	\$2,200	\$ 8,800

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1	SLATE-950-LE-G Police ALPR PAGIS units to include: Three SLATE dual lens cameras with IR <u>and</u> color overview; all custom camera cabling; PIPS ALPR processor-trunk mounted ; <u>GPS module</u> ; All required PAGIS and ALPR software installed on the processor; Light bar mounting brackets and plates.	\$16,550	\$ 16,550
3	EXTDMAINT- Additional year of extended Maintenance per mobile system	\$1,500	\$ 4,500
1	PIPS SRVC-FE MOBILE -- ON SITE Installation, Optimization and Training	\$ 1,500	\$ 1,500
	\$67,650 at 8.75% Tax		\$ 5,919.37
	Freight		\$ 395
	Total:		\$ 98,514.37

Terms and Conditions:

Huntington Park Police Department is responsible for the following elements of the purchase/installation of the system including:

- Obtaining any required approvals for the installation of the fixed LPR cameras on any poles adjacent to or over any road segments to be monitored or any overhead bridge structures on any public or private property
- Any required lane closures for the installation of the fixed LPR cameras, cabling and interface cabinets
- Provide a 120 volt power source that and tap into and run electrical to the termination box
- Providing a internet accessible PC in the agency's office for hosting the BOSS software program
- All work proposed herein, including warranty and labor, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00pm
- Providing cable conduit (if required by local code/ordinance) - highly recommended
- Payment of state sales tax and any other related taxes associated with the purchase of the system
- Customer to provide all static IP addresses and network connections for each ALPR camera

3M is responsible for the following items:

- Supervision and oversight
- Configuration and alignment of the LPR cameras
- Field performance testing of the system as installed
- Configuration and test of the BOSS dispatch software
- Installation of four cameras, two termination boxes and two routers

Our quote also includes installation of one mobile system. During that time, our system will be installed in your designated vehicle, and you or the appropriate personnel will receive training on both PAGIS and BOSS by our representative.

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General Fixed ALPR Install Provisions and Limitations

- **Receiving Product and Staging Location.** Customer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, camera equipment, cabinets, conduit, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Customer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight. We can provide a quote to cover these tasks if requested.
- **Permits.** Permits and associated costs are the responsibility of the city of Huntington Park. The permits will be in the name of the city of Huntington Park. 3M will do everything it can to assist with obtaining the permits prior to commencing work.
- **Radio Frequency Interference.** 3M is not responsible for RF transmission and reception affected by system interference beyond its control.
- **Installation Site Approval.** Customer must provide signed documentation to 3M that 3M is authorized to commence installation on the sign structures and any other proposed infrastructure sites designated by Customer before 3M will commence installation. Once installation has started at an approved site, Customer is responsible for all additional costs incurred by 3M for redeployment of resources if the work is stopped by Customer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Customer.
- **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the sign structure. Additional Site Restoration quotes are available.
- **Waste Disposal.** Customer is responsible for providing disposal of all packing materials including shipping skids and containers.
- **Cellular Service.** Provision of cellular service will be the responsibility of the customer. The customer must contract with Verizon, AT&T or Sprint. The customer will be required to provide 3M with an activated SIM card for each cellular modem prior to the execution of the project. Provision of the SIM cards after the NEMA termination enclosures have been installed will require a return visit to each enclosure location and will constitute a change order.
- **Network/Communications Terms:** 3M is not responsible for telecommunications, infrastructure or timely delivery of data provided by our equipment. All equipment provided by 3M is guaranteed to produce data for every plate detected and transmit that package of data via TCP/IP only when the destination server is reachable. In the event the destination server is not available due to server or infrastructure outage or latency associated with network infrastructure, poor communications cable plant, oversaturation of bandwidth or improperly configured network infrastructure data from our equipment is not guaranteed to be delivered to the server. 3M does offer an option that allows for the storage of this data when the server or network

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communications fail. No guaranteed delivery warranty is offered for either option, but the data generated by our equipment will be stored and sent when communications or server failures have been resolved.

- **Work Hours.** All installation quotes are based on the ability to work outdoors in traffic areas during daytime hours of normal lane closures from 8 AM to 5 PM Monday through Friday. Work restrictions or limitations imposed by Customer or its agents may result in additional charges being assessed to Customer for services.
- **Safety Requirements & Compliance.** 3M requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of 3M equipment. Additional safety compliance requirements by Customer may result in additional charges assessed to Customer for the time and expenses required to comply with the additional requirements.
- **Project Delays.** 3M shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Customer, unresponsive inspectors, utility companies and any other causes beyond the direct control of 3M, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond 3M's reasonable control, whether similar or dissimilar to the foregoing.

Our quote does not include our Back Office Server Software (BOSS) as Huntington Park Police Department already has an existing license of BOSS running. Our quote also does not include any poles or conduit and trenching.

WARRANTY

All 3M equipment hardware and software is covered by a one-year parts and labor warranty. Maintenance agreements are available for the system and begin after the original one-year warranty expires. These agreements supply you with upgrades and improvements to our OCR engine for enhanced plate detection capabilities and software upgrades and all hardware sold by 3M. Extended maintenance is \$1,100 per camera per year after year one. The first year of warranty is included above.

Payment is due net thirty days upon receipt of shipment. Pricing is valid for sixty days.

Once again, we thank you for the opportunity to provide a price quotation for this project. Please let me know if you require any further information. I can be reached directly at 949-280-1716 should you have any additional questions.

Best Regards,

Kris Robinson
Senior Sales Manager
3M - formerly PIPS Technology

804 Innovation Drive
Knoxville, TN 37932

Phone: (949) 280-1716
Fax: (865) 392-5599
E-mail: info@pipstechnology.com

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.

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.

**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.

2011-0077
AGREEMENT NUMBER

PIPS TECHNOLOGY, INC
CONTRACTOR/BORROWER/AGENCY

NEAL MORGAN / LICENSED AGT
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

 5-6-13
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.

CITY OF HUNTINGTON PARK
CONTRACTOR/AGENCY

NEAL MARJAN / LIEUTENANT
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE OF AUTHORIZED REPRESENTATIVE

5-6-13
DATE

California Emergency Management Agency (Cal EMA)

Fiscal Year (FY) 2011 Grant Assurances
(All HSGP Applicants)

Name of Applicant: CITY OF HUNTINGTON PARK
Address: 6550 MILES AVE.
City: HUNTINGTON PARK State: CA Zip Code: 90255
Telephone Number: (323) 826-6691 Fax Number: (323) 826-6680
E-Mail Address: NMONGAN@HUNTINGTONPARK.PD.ORG.

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

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
2. 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, Cal EMA.
3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
4. Will comply with any cost sharing commitments included in the FY 2011 Investment Justifications submitted to DHS/FEMA and Cal EMA, where applicable.
5. Will give the federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, 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.
6. 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, follow the federal and state approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.
7. 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 days of the award, and update via the Grant Reporting Tool (GRT) twice each year.
8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.

9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
10. Will comply with all regulations applicable to DHS/FEMA grants, including, but not limited to, 44 CFR, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments including, but not limited to, all provisions relevant to the payment of interest earned on advances.
11. Will comply with all provisions of 48 CFR, Part 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations.
12. 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.
13. 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 and Cal EMA.
14. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
15. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
16. 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 structures.
17. Will comply, and will assure the compliance of all agents and contractors, with all federal and state 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 against individuals with disabilities.
 - 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. Sections 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 of any other nondiscrimination provisions in the specific statute(s) under which the application for federal assistance is being made.
 - k. 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.

18. 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 of race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to Cal EMA, FEMA and the U.S. Department of Justice Office of Civil Rights, Office of Justice Programs.
19. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
20. 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.
21. 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 \$10,000 or more.
22. 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. Applicant 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.
23. Will comply with all regulations applicable to DHS/FEMA grants including, but not limited to, 44 CFR, Part 10, Environmental Considerations. Applicant will also comply with all state laws, including the California Environmental Quality Act.
24. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA and Cal EMA including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA, Cal EMA, and the appropriate State Historic Preservation Office.
25. Agrees any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. Subgrantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to Cal EMA for review. The EHP Screening Form is part of an Information Bulletin available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.
26. 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 FEMA 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.

27. Will provide any information requested by DHS/FEMA and/or 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), Environmental Justice (12898), and Environmental Quality (11514).
 - 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 (CCR), Title 14, Chapter 3 Sections 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.
28. 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.
29. 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."*
30. 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.
31. The recipient agrees to consult with DHS/FEMA and Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
32. 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.
33. 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 19 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).
34. 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.
35. 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.
36. Understands and agrees that the applicant, grantees, subgrantees, recipients, sub-recipients, employees of the applicant, grantees, subgrantees, recipients and subrecipients, may not:
- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.

Applicant understands and agrees that Cal EMA and/or DHS/FEMA may unilaterally terminate any award, without penalty, if the subgrantee that is a private entity:

- d. Is determined to have violated a prohibition identified in paragraph 35, subsections a, b, or c; or
- e. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 35 subsection a, b, or c through conduct that is either:
 - i. associated with performance under this award; or
 - ii. imputed to the authorized agent or subrecipient using the standards and due process for imputing the conduct of an individual to an organization provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Department and Suspension (Non-procurement)," as implemented by DHS/FEMA at 2 CFR, Part 3000.

And further understands that subgrantees and subrecipients must:

- f. Inform Cal EMA immediately of any information received from any source alleging a violation of a prohibition in paragraph 35 subsection a, b, or c;
- g. FEMA's right to terminate unilaterally as described in paragraph 35 implements section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104(g)). The right of FEMA and Cal EMA to terminate this award unilaterally is in addition to all other remedies for noncompliance that are available under this award.

- h. For purposes of this term:
- i. "Employee" means either:
 - i. an individual employed by the subgrantee or subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. another person engaged in the performance of the project or program under this award and not compensated by the subgrantee or subrecipient, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.
 - iii. "Private entity" means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, and includes non-profit organizations, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b), and for-profit organizations.
 - iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).
37. 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.
38. 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.
39. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
40. Agrees that no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
41. Agrees that where an award recipient, grantee, subrecipient, or subgrantee has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbi/z/grants/index.shtm>.

42. Understands that immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:
Telephone: 202-447-5346
E-mail: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, DC 20528

43. Agrees with the requirements regarding Data Universal Numbering System (DUNS) Numbers, meaning if recipients are authorized to make subawards under this award, they must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive or make a subaward to any entity unless the entity has provided its DUNS number.

a. For purposes of this award term, the following definitions will apply:

- i. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- ii. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C, as a Governmental organization, which is a state, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a federal agency, but only as a sub-recipient under an award or subaward to a non-federal entity.
- iii. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
- iv. "Subrecipient" means an entity that receives a subaward from you under this award; and is accountable to you for the use of the federal funds provided by the subaward.

44. 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.

45. 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.
46. 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.
47. 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.
48. 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.
49. 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).
50. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
51. 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.
52. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
53. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.
54. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the

FY 2011 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 FY 2011 Homeland Security Grant Program application. Further, use of FY 2011 funds is limited to those investments included in the California FY 2011 Investment Justifications submitted to DHS/FEMA and Cal EMA and evaluated through the peer review process.

55. Will not make any award or permit any award (subgrant or contract) to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under EOs 12549 and 12689, "Debarment and Suspension".
56. As required by EO 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the applicant certifies that it and its principals:
- a. 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.
 - b. 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.
 - c. 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 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.
57. 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 ongoing 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 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 Cal EMA, in writing, within 10 calendar days after receiving notice under subparagraph (d)(ii) 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, DC 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)(ii), 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 paragraph 57 subsections (a), (b), (c), (d), (e), and (f).
58. Will comply with all applicable requirements of all other federal and state laws, EOs, regulations, program and administrative requirements, policies and any other requirements governing this program.
59. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal EMA.
- a. Applicability: unless you are exempt as provided in subsection (d) of this paragraph, subrecipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009).
 - b. Where and when to report: you must report each obligating action described in the following paragraphs to Cal EMA. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2011, the obligation must be reported by no later than December 31, 2011.)
 - c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal EMA.
 - d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
 - i. The total federal funding authorized to date under this award is \$25,000 or more;
 - ii. In the preceding fiscal year, you received 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S.

Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

- iv. Subrecipient Executives. Unless you are exempt as provided above, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.) You must report subrecipient executive total compensation to Cal EMA by the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

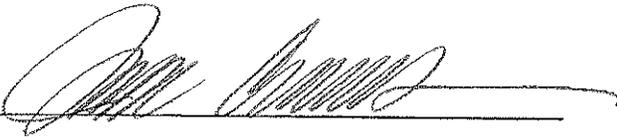
60. Exemptions to Paragraph 59 include: If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any subrecipient.

a. Definitions associated with paragraph 59 include:

- i. "Executive" means officers, managing partners, or any other employees in management positions.
- ii. "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - Salary and bonus.
 - Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - Above-market earnings on deferred compensation which is not tax-qualified.
 - Other compensation, if the aggregate value of all such other compensation (c.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

61. 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: JORGE CISNEROS

Title: CHIEF OF POLICE Date: 5-6-13

EDMUND G. BROWN JR.
GOVERNOR

MIKE DAYTON
ACTING SECRETARY



November 18, 2011

Mr. William Fujioka
Los Angeles County
500 W. Temple Street
Los Angeles, CA 90012

SUBJECT: NOTIFICATION OF SUBGRANTEE APPLICATION APPROVAL
FY 2011 Homeland Security Grant Program (HSGP)
Grant #2011-SS-0077, Cal EMA ID# 037-00000
Subgrantee Performance Period: November 18, 2011 to April 30, 2014

Dear Mr. Fujioka:

The California Emergency Management Agency (Cal EMA) has approved your FY 11 Homeland Security Grant Program (HSGP) award in the amount of \$14,994,938. Once your completed application is received and approved, you may request reimbursement of eligible grant expenditures using the Cal EMA financial management forms workbook available at www.calema.ca.gov.

During the review process, a Cal EMA representative examined and evaluated your FY11 HSGP grant application. As a result of this review, some of your funded projects may have been assigned performance milestones shorter than the subgrantee performance period, based in part on information provided in your application and submitted workbook. Performance milestones will be used by Cal EMA to both determine the appropriate date to disencumber funds awarded under this grant and re-direct them to other needs across the State and as indicators of performance and grant management capacity in future competitive grant applications.

<u>Activities:</u>	<u>Amount</u>	<u>Completion Date</u>
ALL PROJECTS	\$6,000,000	11/30/2012

Additionally, Aviation/Watercraft requests, Establish/Enhance Emergency Operations Center (EOC) projects, projects requiring EHP review and sole source procurement requests will require additional approvals from Cal EMA. For that reason, Project(s) A, B, and D, are not approved at this time, pending receipt of required supplemental documentation and/or approval from 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.

HOMELAND SECURITY, PROP1B AND EMERGENCY MANAGEMENT BRANCH
3650 SCHRIEVER AVENUE MATHER, CA 95655
(916) 845-8510 PHONE • (916) 324-5902 FAX

Mr. William Fujioka,
Page Two
11/18/2011

Following acceptance of this award, you must enter your grant information into the US Office of Grants and Training, Grant Reporting Tool (GRT), for the December 2011 Biannual Strategy Implementation Report (BSIR) period. The GRT can be accessed online at <https://www.reporting.odp.dhs.gov/>. Semi-annual performance reports must be prepared and submitted to Cal EMA via the GRT for the duration of the grant period or until all activities are completed and the grant is formally closed. Failure to submit performance reports could result in grant reduction, termination, or suspension.

This grant is subject to all policies and provisions of the Federal Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal EMA.

Your dated signature is required on this letter. Please sign and return the original to your Cal EMA program representative within ten days of receipt, and keep a copy for your files. For further assistance, please feel free to contact your Cal EMA program representative or the Homeland Security Grants Section (HSGS) at (916) 845-8510.

Sincerely,



BRENDAN A. MURPHY
Acting Undersecretary



William Fujioka, Authorized Agent,
Los Angeles County

12/6/11
Date

Part VI.
OTHER INFORMATION

Section A. HSGP Allowable Costs

FY 2011 Allowable Cost Matrix

Allowable Program Activities Current as of FY 2011 Programs* See the respective program guidance for additional details and/or requirements *As of Publication	FEMA					
	HSGP					
	SHSP	UASI	OPSG	MMIRS	CCP	LETPA
Allowable Planning Costs						
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities	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	Y
Overtime and backfill costs (in accordance with operational Cost Guidance)	Y	Y	Y	Y	Y	Y
Other project areas with prior approval from FEMA	Y	Y	Y	Y	Y	Y
Issuance of WHTI-compliant Tribal Identification cards	Y					
Activities to achieve planning inclusive of people with disabilities	Y	Y		Y	Y	
Allowable Organizational Activities						
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)	Y	Y				Y
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)	Y	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
Allowable Equipment Categories						
Personal Protective Equipment	Y	Y	Y	Y	Y	
Explosive Device Mitigation and Remediation Equipment	Y	Y	Y			Y

Allowable Program Activities Current as of FY 2011 Programs*	FEMA					
	HSGP					
	SHSP	UASI	OPSG	MMRS	CCP	LETRA
See the respective program guidance for additional details and/or requirements						
*As of Publication						
CBRNE Operational Search and Rescue Equipment	Y	Y	Y	Y	Y	
Information Technology	Y	Y	Y	Y	Y	Y
Cyber Security Enhancement Equipment	Y	Y	Y	Y		Y
Interoperable Communications Equipment	Y	Y	Y	Y	Y	Y
Detection	Y	Y	Y	Y		Y
Decontamination	Y	Y	Y	Y	Y	
Medical	Y	Y	Y	Y	Y	
Power	Y	Y	Y	Y	Y	Y
CBRNE Reference Materials	Y	Y	Y	Y		Y
CBRNE Incident Response Vehicles	Y	Y	Y	Y	Y	
Terrorism Incident Prevention Equipment	Y	Y	Y			Y
Physical Security Enhancement Equipment	Y	Y	Y			Y
Inspection and Screening Systems	Y	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		Y
CBRNE Logistical Support Equipment	Y	Y		Y	Y	Y
Intervention Equipment	Y	Y				Y
Public Alert and Warning Equipment	Y	Y				
Disability Access and Functional Needs	Y	Y		Y	Y	
Other Authorized Equipment	Y	Y		Y	Y	Y
Allowable Training Costs						
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes	Y	Y	Y	Y	Y	Y
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training	Y	Y	Y	Y	Y	Y
Training workshops and conferences	Y	Y	Y	Y	Y	Y
Activities to achieve training inclusive of people with disabilities	Y	Y		Y	Y	
Full- or part-time staff or contractors/consultants	Y	Y		Y	Y	Y
Travel	Y	Y	Y	Y	Y	Y
Supplies	Y	Y	Y	Y	Y	Y
Tuition for higher education	Y	Y	Y	Y	Y	Y
Other items	Y	Y	Y	Y	Y	Y
Allowable Exercise Related Costs						
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	Y	Y		Y	Y	Y

Allowable Program Activities Current as of FY 2011 Programs*	FEMA					
	HSGP					
	SHSP	UASI	OPSG	MMRS	CCP	LETPA
See the respective program guidance for additional details and/or requirements						
*As of Publication						
volunteer emergency response personnel participating in FEMA exercises						
Implementation of HSEEP	Y	Y		Y	Y	Y
Activities to achieve exercises inclusive of people with disabilities	Y	Y		Y	Y	
Travel	Y	Y		Y	Y	Y
Supplies	Y	Y		Y	Y	Y
Other items	Y	Y		Y	Y	Y
Allowable Management & Administrative Costs						
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, and compliance with reporting and data collection requirements	Y	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	Y
Costs associated with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities	Y	Y		Y	Y	
Overtime and backfill costs	Y	Y	Y	Y	Y	Y
Travel	Y	Y	Y	Y	Y	Y
Meeting related expenses	Y	Y	Y	Y	Y	Y
Authorized office equipment	Y	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	Y
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	Y	Y	Y	Y	Y	Y



2008 HOMELAND SECURITY GRANT REIMBURSEMENT FORM

AWARD NUMBER: 2011-SS-0077

PERFORMANCE PERIOD: 11/18/2011 - 01/31/2014

**Chief Executive Office/County Disaster Administrative Team
COUNTY OF LOS ANGELES**

Thank you for participating in the Homeland Security Grant Program. In order to complete your claim, please follow the checklist on the first tab of this workbook and attach the required supporting documents for all items for which you are requesting reimbursement.

Please submit invoices to Shared Services Division as soon as expenses are incurred and the required invoice and other supporting documentation is available. Do NOT accumulate and submit all claims and invoices on the final due date. Failure to submit your claim in a timely manner with the required supporting documents could result in unreimbursable expenses and/or reallocated awards.

DATE	TAXPAYER ID#
MAKE CHECKS PAYABLE TO:	
MAILING ADDRESS	
CITY, ZIP	
PHONE	E-mail
AUTHORIZED SIGNATURE	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.

Please fax reimbursement requests to:
SHARED SERVICES DIVISION
 Attn: **GRANTS UNIT**
 Fax (213) 947-5809

HSGP Homeland Security Grant Program
 RTTAC Regional Terrorism Threat Assessment Center
 MMRS Metropolitan Medical Response System

Invoice Number	Project # (e.g., 41 C)	SOLUTION AREA (Equipment, Training, Planning, Exercise)	TOTAL BY FUNDING SOURCE			TOTAL CLAIM
			HSGP	RTTAC	MMRS	
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
		TOTALS	0.00	0.00	0.00	0.00

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)947-6809 / 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.
- All EHP related to Equipment, Training, and Exercise 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.

Environmental and Historic Preservation (EHP) required?

- No Yes (Prior State approval 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

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 event. https://hseep.dhs.gov/DHS_SSO/?ReturnUrl=%2FToolkitHome.aspx

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:

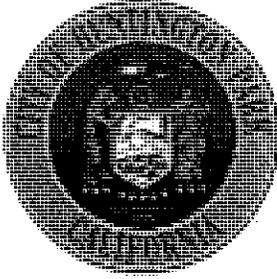
Travel –Receipts are required for itemized costs such as plane ticket/invoice, hotel invoices and training receipts with the dates of invoices agreeing with the training and exercise period.

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.



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

May 20, 2013

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

Dear Mayor and Members of the City Council:

PURCHASE OF "TELESTAFF" BY KRONOS INCORPORATED

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the purchase of "TeleStaff" by Kronos, Inc. in the amount of \$50,626 using 2009 ARRA JAG grant program funds.
2. Authorize City Manager to sign agreement between the City and vendor upon review by the City Attorney.
3. Authorize the Finance Department to issue a purchase order to facilitate the purchase of equipment and services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Police Department is working to upgrade its technology and to improve efficiencies in timekeeping and scheduling to support public safety operations. Currently, our methods for tracking payroll, scheduling of time off requests and scheduling of shift assignments for all employees is accomplished through paper documentation. The current process has been a continual source of inefficiency requiring consistent corrections and extended processes to verify regular time worked, overtime worked, and leave time used against paper documentation.

The Police Department's Command Staff conducted some research into the use of an automated timekeeping, attendance and scheduling solutions for the department. We have heard presentations, and obtained information from the following companies: TeleStaff by Kronos, ExecuTime ASP by Sungard, and ADP Payroll Services. Quotes on pricing have been received from each of these companies.

PURCHASE OF "TELESTAFF" BY KRONOS INCORPORATED

May 20, 2013

Page 2 of 6

Each of the products provided by these companies is uniquely different. However, the Police Department recommends TeleStaff by Kronos, Inc. as the best product to meet the needs of this organization.

Company	Timekeeping	Attendance	Scheduling	Startup Cost	Annual Support
Kronos, Inc	X	X	X	\$ 29,752.50	\$ 5,219
ExecuTime	X	X		\$ 8,200	\$ 6,600
ADP	X	X	X	\$ 20,000	\$ 22,680

TeleStaff by Kronos, Inc. provides each of the components sought by the Police Department in addition to specific features believed to be beneficial to our operations and not available from the other vendors. Please refer to the "Contracting Process" section of this City Council Agenda Report for details.

Although more expensive than ExecuTime by Sungard, ExecuTime does not offer a scheduling component necessary for our needs. Although similar in cost with ADP Payroll Services in the initially cost of the product, TeleStaff's annual support costs are considerably less expensive. Additionally, ADP Payroll Services does not provide a "stand alone" system owned by the Police Department such as provided by Kronos, Inc.

FISCAL IMPACT/FINANCING

The Huntington Park Police Department will use \$50,626 from the 2009 ARRA JAG grant (Account 227-7096-421.74-10) to purchase the system and associated services. No general fund dollars will be used.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

According to Section V, D, "Purchase Order Requirements and Procedures" contained in the Finance Department Policy and Procedures, the City Council must approve purchase orders in excess of \$15,000.00. The requested purchase is in excess of this amount.

Generally, purchases in excess of \$15,000.00 require a formal bid procedure. Exceptions to this requirement include purchasing items from sole source vendors (HPMC 2-5.13). The Police Department submits this request for purchase as a sole source vendor as explained in the next section.

CONTRACTING PROCESS

Kronos provides the only automated scheduling solution designed with US-patented technology along with the features to consolidate and automate complex policy driven staffing within a 24/7 environment.

TeleStaff is an automated employee scheduling and notification solution developed specifically for the Public Safety industry and designed to place inbound and outbound phone calls without the need for human intervention. TeleStaff is the only automated scheduling solution to offer US-patented technology designed to address critical staffing policies that require dynamic date-dependent staffing requirements to be met.

The *Methods and Apparatuses for determining Dynamic Dates* patent, issued by the United States Copyright and Patent Office, enables TeleStaff to blend complex scheduling rules and future dates to automatically make staffing decisions. This capability within TeleStaff provides users with an advanced level of scheduling automation saving significant time and effort with respect to workforce staffing.

Kronos is both the manufacturer and sole provider of TeleStaff and all of its components including:

1. Web Access - a module that provides Internet access to TeleStaff
2. Custom Reporting - a module that extends reporting capabilities beyond standard included reports
3. Auctions - a module that automates day off (leave) and shift / position/ assignment bidding

TeleStaff's integration offerings enable you to establish interface to 3rd party systems including PeopleSoft and FDM. TeleStaff provides the following proven interface tools to integrate solutions and reduce the time and labor involved with information sharing:

1. Gateway Manager - a module that allows TeleStaff to integrate to third-party systems such as CAD, RMS, HR/Payroll and Time and Labor management
2. Import Manager - a module that is designed to generate imports from third party systems
3. Payroll Export - a module that is designed to generate export files for integration to third party systems

PURCHASE OF "TELESTAFF" BY KRONOS INCORPORATED

May 20, 2013

Page 4 of 6

TeleStaff's unique telephony capabilities which are a fundamental design consideration and tightly integrated into the solution include:

1. Automatic notification to staff members of requests or requirements to work, any change in their work schedule, and any staffing alarms via telephone, e-mail, pager, and answering machine
2. Delivery of personal messages from an administrator to any staff member(s)
3. Access by telephone, PC, and Internet to an employee's calendar
4. Management of authorized scheduling requests from any touch-tone telephone

In addition, TeleStaff:

1. Ensures implementation of fair and consistent hiring practices
2. Automatically keeps an audit trail of the rules used to fill vacancies
3. Manages internal human resource policies
4. Uses labor rules and guidelines to manage and modify the roster
5. Shows and exports payroll, certification/license expiration, and work status information
6. Manages a dynamic daily roster of all activities
7. Reacts immediately to vacancies caused by work exceptions and automatically identifies the appropriate replacement personnel
8. Generates detailed staffing and usage reports
9. Governs scheduling authority with a sophisticated security system
10. Tracks all department inventory
11. Manages automated rotating shifts, special assignments and shift changes.
12. Allows access to different staff members based on authority
13. Automatically keeps an audit trail of all outbound telephone calls
14. Is supported and serviced by a company experienced in nationwide software distribution and maintenance
15. Operates on a computer network
16. Gives each member access to their personal information at each station via PC
17. Shows each member their own payroll data
18. Shows a graphical personal calendar

PURCHASE OF "TELESTAFF" BY KRONOS INCORPORATED

May 20, 2013

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19. Gives administration station access to management reports including work code cost information, trade payback data, license and certification expirations, payroll reports, and the ability to import/export data to other databases in 23 different formats
20. Tracks "last touched by" audit trails automatically on every record

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This purchase supports efforts of the Police Department to improve our public safety service capabilities. It is anticipated that the implementation of this product will reduce the number of man hours currently required within the Police Department and Finance Department to ensure accurate payroll recording.

CONCLUSION

Upon approval by City Council:

1. City Staff shall be authorized to purchase the TeleStaff solution.
2. City staff, along with the City Attorney, shall negotiate a general agreement for the purchase and associated services with the vendor.
3. The City Manager will be authorized to sign the agreement on behalf of the City of Huntington Park.
4. The Finance Department shall be authorized to issue the purchase order and make payment to the vendor as necessary to complete the purchase.

Respectfully submitted,

RENE BOBADILLA
City Manager, P.E.



JORGE CISNEROS
Chief of Police

PURCHASE OF "TELESTAFF" BY KRONOS INCORPORATED

May 20, 2013

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ATTACHMENTS

Attachment A: KRONOS Order Form (Quote# 364050-1)

Attachment B: KRONOS Services Scope Statement (File Name Control ID:
Huntington Police SSS – R1)

ATTACHMENT "A"



ORDER FORM

Quote#: 364050 - 1
Expires: 29-JUN-2013
Prepared By: Lyle, Brenda Green

Order Type: Standard US
Date: 14-MAY-2013
Page: 1/7

Bill To: HUNTINGTON PARK POLICE
 6542 MILES AVE
 HUNTINGTON PARK
 CA 90255
 United States

Ship To: Attn:NEAL MONGAN
 HUNTINGTON PARK POLICE
 6542 MILES AVE
 HUNTINGTON PARK
 CA 90255
 United States

Solution ID: 6113521

Contact: NEAL MONGAN
Email: nmongan@huntingtonparkpd.org

Payment Terms: N30
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
TELESTAFF ENTERPRISE V2	125	
TELESTAFF AUCTIONS V2	55	
TELESTAFF WEB TIMECARD V2	1	
TELESTAFF WEB ACCESS V2 - TSG HOSTED	125	
TELESTAFF DATABASE SYBASE LICENSE - CONCURRENT LICENSE	3	
TELESTAFF DATABASE SYBASE LICENSE - BASE SERVER	1	
Total Price		\$16,425.00

*Includes applicable software media

SUPPORT SERVICES

Item	Duration	Total Price
GOLD SUPPORT SERVICE	4 YR	\$14,014.00
Total Price		\$14,014.00

*Support values listed above are total for all applicable products in each section of this Order Form

PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Item	Quantity	Unit Price	Total Price
PROFESSIONAL SERVICES - BASE DEPLOYMENT TELESTAFF	124.5 Hours	\$95.00	\$11,827.50
Application Consultant	124.5 Hours	\$95.00	
PROFESSIONAL SERVICES - AUCTIONS CONFIG DEPLOYMENT TELESTAFF	12 Hours	\$125.00	\$1,500.00
Solution Consultant	12 Hours	\$125.00	
Total Price			\$13,327.50

Item	Quantity	Total Price
WEB ACCESS	4 YR	\$6,860.00
Total Price		\$6,860.00

QUOTE SUMMARY

Description	Total Price
Subtotal	\$50,626.50
Deposit	(\$0.00)
Tax	\$0.00
Grand Total	\$50,626.50

HUNTINGTON PARK POLICE
Kronos Incorporated

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice.

Customer and Kronos agree that the terms and conditions set forth in this Agreement shall apply to all Kronos Equipment, Software, Professional and Educational Services, Support, and such other Kronos offerings, as specified on an order form (an "Order Form") signed by the parties which expressly references this Agreement (or is signed contemporaneously hereto).

Kronos and Customer hereby agree that the terms and conditions of this Agreement apply to any Order Form executed by Kronos and Customer which expressly references this Agreement (including any Order Form signed contemporaneously with this Agreement regardless of the appearance of any express reference to this Agreement). Either party may discontinue use of this Agreement for future orders upon thirty (30) days prior written notice to the other party, provided however that any Order Form signed by the parties prior to the effective date of such notice shall remain in effect unless otherwise specifically terminated in accordance with the terms of this Agreement. Kronos may require additional terms and conditions for the sale or license of products or services not contemplated by this Agreement (including without limitation those that may be related to international services) provided that no such additional terms and conditions shall be binding upon Customer without Customer's prior written consent. Notwithstanding, Kronos will not be obligated to accept or approve an order for any products or services for which such additional terms and conditions are required. All orders are subject to the approval of Kronos' corporate office in Chelmsford, Massachusetts. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

1. PAYMENT AND DELIVERY

Unless otherwise set forth in this Agreement, payment terms are indicated on the Order Form or other contemporaneous ordering document containing product-specific payment terms signed by the parties. Delivery terms are as stated on the Order Form ("Delivery"). Kronos will invoice Customer for products upon Delivery. Unless otherwise set forth on the Order Form, Professional and Educational Services are provided on a time and materials basis, invoiced monthly as rendered. Customer agrees to pay all applicable taxes levied or based on the products, services or other charges hereunder, including state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on net income. Customer agrees to pay a late charge of one percent (1%) per month, (but not in excess of the rate allowed by law), on any overdue amounts not the subject of a good faith dispute. If full payment is not made within 90 days of final payment due date, Customer is responsible for all expenses, including legal fees, incurred by Kronos for collection.

2. GENERAL LICENSE TERMS

Kronos owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without Kronos' written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below. Kronos grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. This license may be terminated by Kronos by written notice to Customer upon any material breach of this Agreement by Customer which remains uncured for a period of thirty (30) days after such written notice from Kronos. Upon such termination of this license by Kronos, Customer will have no further right to use the Software and will return the Software media to Kronos and destroy all copies of the Software (and related documentation) in Customer's possession or control. This license is subject to all of the terms of this Agreement.

3. FEE BASED LIMITATIONS

Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Customer agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features permitted by the applicable license fees; and iii) use the Software only in support of Customer's own business. Customer agrees not to increase the number of employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Customer pays the applicable fee for such increase/upgrade. Customer may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos.

4. OBJECT CODE ONLY

Customer may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code. The Programs include components owned by third parties. Such third party components are deemed to be Software subject to this Agreement. Customer shall not use any of the Programs (or the data models therein) except solely as part of and in connection with the Software and as described in the published documentation for such Software. Customer shall indemnify and hold harmless Kronos for all damages or liability caused by Customer's failure to comply with the foregoing restriction.

5. PERMITTED COPIES

Customer may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only, except for additional copies of the Teletime Software and the Kronos iSeries (which must be licensed separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Customer.

6. UPDATES

In the event that Kronos supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

7. EXPORT

Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer and shall indemnify Kronos for any noncompliance which results in damages or liability for Kronos. Customer's obligations hereunder shall survive the termination or expiration of this Agreement. Customer must obtain Kronos' prior written consent before exporting the Software.

8. FIRMWARE

Customer may not download firmware updates for the Kronos Equipment unless Customer is maintaining such Equipment under a support plan with Kronos. If Customer is not maintaining the Equipment under a support plan with Kronos, Kronos shall have the right to verify Customer's Kronos Equipment to determine if Customer has downloaded any firmware to which Customer is not entitled. If Customer has downloaded firmware for the Kronos Equipment to which Customer is not entitled, Customer shall be responsible to pay Kronos for such updated firmware in accordance with Kronos' then-current support policies.

9. TRAINING POINTS

Training Points which are purchased by Customer may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led sessions are listed at <http://customer.kronos.com> and each session has the Training Points value indicated. Training Points may be redeemed at any time within 12 months of the date of the applicable Order Form, at which time they shall expire. Training Points may not be exchanged for other Kronos products and/or services. Kronos will invoice Customer for the Training Points identified in the Order Form upon execution of such Order Form with payment due upon the payment terms indicated in such Order Form.

10. ACCEPTANCE

For Customer's initial purchase of each Equipment and Software product Kronos shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on Customer's server(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Kronos published electronic documentation, ("Specifications").

The Test Period shall be for 30 days. If Customer has not given Kronos a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Kronos shall have 30 days to correct the deficiency, and Customer shall have an additional 30 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Kronos may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to Kronos, and Kronos shall refund any monies paid by Customer to Kronos for the returned Equipment and Software. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

11. LIMITED WARRANTY

Kronos warrants that all Kronos Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment and/or Software media, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) or Software media in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the Specifications; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

When using and applying the information generated by Kronos products, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law. If Customer is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Software, (ii) using such Software does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc. or such Software for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Software and satisfy itself that those calculations are correct.

12. INDEMNIFICATION

Kronos agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of United States or Canadian patents or copyrights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by Kronos, provided that: i) Kronos is given prompt written notice of any such claim and has sole control over the investigation, preparation, defense and settlement of such claim; and, ii) Customer reasonably cooperates with Kronos in connection with the foregoing and provides Kronos with all information in Customer's possession related to such claim and any further assistance as reasonably requested by Kronos. Kronos will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied by Kronos. Should any or all of the Software as delivered and maintained by Kronos become, or in Kronos' reasonable opinion be likely to become, the subject of any such claim, Kronos may at its option: i) procure for Customer the right to continue to use the affected Software as contemplated hereunder; ii) replace or modify the affected Software to make its use non-infringing; or iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon thirty (30) days prior written notice to Customer. In such event of termination, Customer shall be entitled to a pro-rata refund of all fees paid to Kronos for the affected Software, which refund shall be calculated using a five year straight-line depreciation commencing with the date of the relevant Order. Additionally, Kronos agrees to be liable for tangible property damage or personal injury caused solely by the negligence or willful misconduct of its employees.

13. PROFESSIONAL AND EDUCATIONAL SERVICES**(a) TRAVEL EXPENSES**

Customer agrees to reimburse Kronos for all reasonable and necessary travel incurred by Kronos in the performance of any professional and/or educational services, provided that such travel complies with the then current Kronos Travel and Expense Policies. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, plus an administrative fee of ten percent (10%) of the amount of such travel expenses, incurred by Kronos to deliver purchased professional services and/or educational services in accordance with the Kronos Travel and Expense Policies. Customer will be billed by Kronos for such travel expenses and payment thereof shall be due net 30.

(b) ENGAGEMENTS

Unless otherwise indicated on the Order Form, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis at the rates set forth in the Order Form. If a dollar limit is stated in the Order Form or any associated statement of work ("SOW"), the limit shall be deemed an estimate for Customer's budgeting and Kronos' resource scheduling purposes. After the dollar limit is expended, Kronos will continue to provide Professional Services on a time and materials basis, if a Change Order or Schedule of Services for continuation of the Professional Services is signed by the parties.

(c) WARRANTY

Kronos warrants that all professional and educational services performed under this Agreement shall be performed in a professional and competent manner. In the event that Kronos breaches this warranty, and Customer so notifies Kronos within 30 days of receipt of invoice for the applicable services, the Customer's sole remedy and Kronos' exclusive liability shall be to re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Customer.

(d) KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

Kronos' then-current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW and may be accessed at: <http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

14. SOFTWARE SUPPORT SERVICES**(a) SUPPORT OPTIONS**

Customer may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the Kronos Support Service Policies (defined below). Customer must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Customer is purchasing support services for Visionware Software, Customer may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access. Customer may purchase support services for Equipment in accordance with the terms and conditions of Kronos' standard Equipment Support Services Agreement a copy of which is available upon request and is located at: <http://www.kronos.com/Legal/EquipmentSupportAgr.aspx>.

(b) EXTENDED SUPPORT PROGRAM (DELL SERVERS)

Customers purchasing the Extended Support Program (as indicated on the Order Form) for their Dell servers purchased from Kronos shall receive a specialized, bundled set of Kronos Support Services. Because of the specialized nature of these services, the terms and conditions located at <http://www.kronos.com/Legal/SupplementalTerms.aspx> shall supersede the provisions of this Agreement for the Extended Support Program.

(c) TERM OF SOFTWARE SUPPORT

Unless otherwise indicated on the Order Form, support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. Support service shall automatically renew for additional one year terms on the anniversary date of its commencement date, unless either party notifies the other in writing sixty (60) days prior to that anniversary renewal date. After the one year initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by Kronos with sixty (60) days advance written notice to Customer. For the initial two (2) renewal years the annual support fee, for the same products and service type, will not increase by more than 4% over the prior year's annual support fee.

(d) GOLD SERVICE OFFERINGS

Customer shall be entitled to receive:

(i) Updates for the Software (not including any Software for which Kronos charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Kronos. If Customer requests Kronos to install such Updates or to provide retraining, Customer agrees to pay Kronos for such installation or retraining at Kronos' then-current time and materials rate.

(ii) Telephone and/or electronic access to the Kronos Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding Kronos holidays.

(iii) Web-based support including access to Software documentation, FAQ's, access to Kronos knowledge base, Customer forums, and e-case management. Such offerings are subject to modification by Kronos. Current offerings can be found at <http://www.kronos.com/services/support-services.aspx>.

(iv) Web-based remote diagnostic technical assistance which may be utilized by Kronos to resolve Software functional problems and user problems during the Service Coverage Period.

(v) Access to specialized content as and when made available by Kronos such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

(e) PLATINUM AND PLUS SERVICE OFFERINGS:

Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

Plus option: In addition to the Service Offerings specified for the Gold Service Offering above, customers purchasing the Plus option shall receive the services of a dedicated, but not exclusive, Kronos Technical Account Manager ("TAM") for one production instance of the Software. Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM, while customers purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos product training for the Software covered under this Agreement at Customer's expense.

Customers purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Customer location where the Software is installed.

During this onsite visit, Kronos shall work with Customer to identify ways to help Customer increase functionality or maximize utilization of the Software in Customer's specific environment. Customer must be utilizing the then-current version of the Software. Travel and expenses are not included and shall be paid by Customer.

(f) PAYMENT

Customer shall pay annual support charges for the initial term in accordance with the payment terms on the Order Form and for any renewal term upon receipt of invoice. Customer shall pay additional support charges, if any, and time and material charges upon receipt of invoice.

(g) ADDITION OF SOFTWARE

Additional Software purchased by Customer during the initial or any renewal term shall be added to this Agreement at the same support option as the then current Software support coverage in place under these terms. Customer agrees to pay the charges for such addition, and any such addition shall be automatically renewed as provided in these terms.

(h) RESPONSIBILITIES OF CUSTOMER

Customer agrees (i) to provide Kronos personnel with full, free and safe access to Software for purposes of support, including use of Kronos' standard remote access technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow support of the Software by anyone other than Kronos without prior written authorization from Kronos. Failure to utilize Kronos' remote access technology may delay Kronos' response and/or resolution to Customer's reported Software problem. If Customer requires the use of a specific remote access technology not specified by Kronos, then Customer must purchase the Plus option to receive support and provide Kronos personnel with full, free and safe access to the remote access hardware and/or software.

(i) DEFAULT

Customer shall have the right to terminate Kronos support services in the event that Kronos is in breach of the support services warranty set forth below and such breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, Kronos shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. Kronos reserves the right to terminate or suspend support service in the event the Customer is in default under this Agreement with Kronos and such default is not corrected within fifteen (15) days after written notice. In addition, the support services will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

(j) WARRANTY

Kronos warrants that all support services shall be performed in a professional and competent manner.

(k) KRONOS SUPPORT SERVICE POLICIES

Kronos' then-current Support Services Policies shall apply to all Support Services purchased and may be accessed at: <http://www.kronos.com/Support/SupportServicesPolicies.htm> ("Support Policies"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

15. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

The parties hereby agree that the following terms shall apply to Customer's purchase of the Kronos KnowledgePass Education Subscription only, if specified on the Order Form:

(a) Scope: The KnowledgePass Education Subscription is available to customers who are licensing Kronos' Workforce Central and iSeries Timekeeper Software products and who are maintaining such products under a support plan with Kronos. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by Kronos (the "KnowledgePass Content"), including:

- ? Product and upgrade information for project teams and end users
- ? Hands-on interactive instruction on common tasks
- ? Self-paced tutorials covering a range of topics
- ? Job aids
- ? Knowledge assessment and reporting tools to measure progress
- ? Webinars

(b) Term of Subscription: The KnowledgePass Education Subscription shall run co-terminously with Customer's Software Support, and shall renew for additional one (1) year terms provided Customer renews its KnowledgePass Education Subscription as provided below.

(c) Payment: Customer shall pay the annual subscription charge for the initial term of the KnowledgePass Education Subscription in accordance with the payment terms on the Order Form. Kronos will send Customer a renewal invoice for renewal of the KnowledgePass Education Subscription at least forty five (45) days prior to expiration of the then current term. KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term.

(d) Limitations: Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Customer is permitted to make copies of the KnowledgePass Content provided in pdf form solely for Customer's internal use and may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use.

(e) Train-the-Trainer Program (TTT): Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the TTT Program is taken, and covers only the Customer employee who completes the TTT Program.

16. CONFIDENTIAL INFORMATION

"Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute

confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, the terms, conditions and pricing contained in this Agreement and the Order Form, the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence; or (e) was required to be disclosed by applicable law; provided that the receiving party notifies the disclosing party of such requirement prior to disclosure, and provided further that the receiving party makes diligent efforts to limit disclosure.

17. MARKETING ACTIVITIES

Customer agrees that Kronos may use Customer's name as part of Kronos' published customer lists. Upon Kronos' request, Customer will participate in mutually beneficial marketing and public relations activities with Kronos. All content shall be subject to the prior review and approval of Customer, such approval not to be unreasonably withheld.

18. LIMITATION OF LIABILITY

CUSTOMER'S EXCLUSIVE REMEDIES AND KRONOS' SOLE LIABILITY FOR ANY KRONOS BREACH OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL KRONOS' OR ITS PARENTS', SUBSIDIARIES', AFFILIATES', OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED THE VALUE OF THE ORDER WHICH GIVES RISE TO THE CLAIM, AND IN NO EVENT WILL KRONOS OR ITS PARENTS, SUBSIDIARIES AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S SPECIFIC USE OF, OR INABILITY TO SO USE, ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

19. GENERAL

- (a) This Agreement shall be governed by Massachusetts law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.
- (b) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
- (c) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.
- (d) Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.
- (e) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.
- (f) No action, regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.
- (g) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.
- (h) The parties agree that if this Agreement is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.
- (i) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.
- (j) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA.

DATED: _____

CUSTOMER SIGNATURE: _____



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DKZP200	5534441	5/2/2013

BILL TO:
 HUNTINGTON PARK POLICE DEPT.
 6542 MILES AVE

SHIP TO:
 HUNTINGTON PARK POLICE DEPT.
 Attention To: NEIL MONGAN
 6542 MILES AVE

Accounts Payable
 HUNTINGTON PARK , CA 90255-4386

HUNTINGTON PARK , CA 90255-4386
 Contact: NEIL MONGAN 323.826.6691

Customer Phone #323.584.6254

Customer P.O. # OFFICE 2013 QUOTE

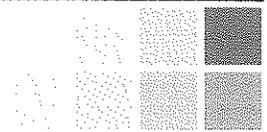
ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
ROCCO LAMACCHIA 877.863.3202		ELECTRONIC DISTRIBUTION	Net 30 Days-Govt State/Local	
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
18	2894845	MS SLD OFFICE STD 2013 Mfg#: 021-10293 Contract: Standard Pricing Electronic distribution - NO MEDIA	275.24	4,954.32
SUBTOTAL				4,954.32
FREIGHT				0.00
TAX				0.00
				US Currency
TOTAL				4,954.32

CDW Government
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061

Fax: 847.371.2127

Please remit payment to:
 CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

ATTACHMENT "B"



Services Scope Statement

Huntington Park Police

TeleStaff Solution

Salesperson	Celeste Patzold	Presales Consultant	
Expiration Date	7/1/2013	SPC/VRT	Benjamin Wessner
Customer Name	Huntington Park Police	File Name Control ID	Huntington Park Police SSS – R1
PO Required		Project Type	New Implementation

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CONFIDENTIAL – Not to be disclosed to third parties without specific written consent from Kronos.



1 PROJECT DURATION, CHANGE CONTROL, DELIVERABLES AND RECOMMENDATIONS

1.1 PROJECT DURATION

This Services Scope Statement (also known as the "SOW") documents the agreement between Kronos Incorporated and Huntington Park Police concerning the services to be performed by Kronos TeleStaff Solutions group (TSG), including the deliverables, the costs of the project, the responsibility of each party and how the project will be managed.

This implementation includes the deployment phase

- The Deployment phase addresses the immediate scheduling needs of the organization by implementing critical TeleStaff functions and modules such as rosters, personal calendars, person tracking functions, web access, interfaces, and telephony.

The intent of this project is to execute the Plan, Assess, Build, Test and Deploy Phases of this TeleStaff implementation.

Number of Implementation Phases	1
--	----------

Depending upon Customer's resource availability and project task capability, the duration of the project may need to be extended. This will increase the number of hours required for tasks that are performed on a weekly basis such as managing project communications, managing/updating project plans, facilitating project meetings and updating project status reports.

1.2 CHANGE CONTROL

If the Scope of Services defined in this document changes at any time during the course of this project, Kronos and the Customer will review and adjust the scope and budget of services through standard Kronos change control procedures.

Please review the Kronos Change Control Policy:

<http://www.kronos.com/professionalservicesengagementpolicies.aspx>

1.3 ACCEPTANCE OF DELIVERABLES

Deliverables will be considered accepted by Huntington Park Police unless written notification from Huntington Park Police of errors is provided within five (5) business days of receipt. If written notification of errors is received within five (5) business days after receipt of the deliverable, the deliverable owner will address the reported errors in a revised deliverable. Huntington Park Police will then have an additional five (5) business days to report that all errors have been resolved by the revised deliverable. If written notification of unresolved errors is not received, the deliverable will be considered accepted by Huntington Park Police.

1.4 ENGAGEMENT RECOMMENDATIONS

The Customer is responsible for standardizing and documenting business procedures and policy changes to support TeleStaff prior to TSG rules configuration. The Customer's Project Team will attend appropriate Kronos training prior to and while participating in the implementation. The Customer understands that Kronos recommends setup of both a PRODUCTION and TEST environment.

Commitment from the Customer's upper management is crucial to the success of the project. Kronos assumes the Customer will assign a Project Executive Sponsor. The Executive Sponsor is responsible for implementing the necessary change management for the Customer to embrace using TeleStaff and for ensuring the Project Team is appropriately staffed, made available and is executing their tasks according to the Project Plan.



2 PROJECT OBJECTIVES, PLANNING AND MANAGEMENT

2.1 PROJECT OBJECTIVES

Successfully implement and utilize the following products and modules:

1. TeleStaff
2. Web Time Card
3. Auctions Module

2.2 PROJECT PLANNING AND MANAGEMENT

The Customer Project Manager partners with the Kronos TeleStaff Solutions Group (TSG) Project Manager to align the desired project outcomes, producing key results related to the critical TeleStaff business needs. The Customer Project Manager assists the TSG Project Manager by managing customer team member responsibilities as necessary for success in the overall implementation process; however, Kronos leads the TSG team members and the overall implementation process. This partnership depends upon the Customer Project Manager leading by directing, coaching, and facilitating customer team resources. Usually having a background in resource evaluation and staffing, change management, and team building, the Customer Project Manager monitors the progress and completion of project milestones towards achieving the project completion date. He or she also helps resolve any surprises or concerns that may arise during the implementation.

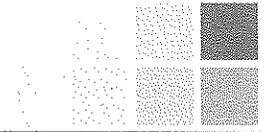
Key Kronos Activities	Kronos Deliverables
Kick-off call Weekly status calls Coordinate project team resources Coordinate project activities Review customer testing & training strategy Manage and prioritize action items Manage budgets/timeline/scope/risk Lead implementation strategy TeleStaff server configuration & application installation	Project initiation - Internal Sales to Service Transition Customer Implementation Guide Status Report Project Plan Project Close - Internal KGS Transition

2.3 SOLUTION BUILD

During this phase of the project, Kronos assists the Customer with ensuring all applicable requirements for the implementation of the product(s) are understood and completed. Kronos and the Customer jointly build the solution per the in-scope business requirements. In addition, Kronos and the Customer jointly perform configuration unit testing to validate the rules against the requirements.

Customer's Commitment

Prior to this phase of the project, the Customer shall arrange for acquisition and setup of necessary system hardware and establish Internet connectivity at the server(s), if applicable. The Customer shall also arrange for installation and network testing of the TeleStaff clients. In addition to completing the requisite Kronos training, the Customer Project Manager shall ensure that all internal resources are coordinated and scheduled to participate in each assessment per their domain expertise or role as a decision maker. Also during this phase, the Customer Project Manager shall begin to develop testing and education plans.



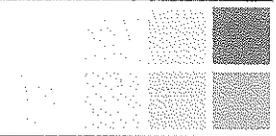
2.3.1 APPLICATION CONFIGURATION

Deployment	
Number of TeleStaff licenses:	125
List the databases to be configured:	Huntington Park Police
List the deployment groups to be configured in each database:	Administration/Support Services, Patrol, Investigations
Authorities:	Included
Work Codes:	Included
Shifts, Shift Groups, Shift Masks, Shift Rotations:	Included
Ranks, Specialties, Groups:	Included
Pay Information:	Included
Formula ID:	Included
Probation:	Included
Special Days:	Included
Deployable units, special events:	Included
Roster:	Included
Calendar:	Included
People Filters:	Included
Audit Trails:	Included
Standard Accruals:	Included
Standard Payroll Export:	Included
Standard Reports:	Included
Configuration of Components to include Line Manager, Contact Manager, Task Manager, Import Manager, Fax Manager:	Included
Train the trainer for configuration team:	Included
Electronic Time Card:	Yes
Auctions	
Number of employees licensed for auctions:	55
Number of groups to be configured for position/shift bidding:	1
List the position/shift bid groups with distinct rules:	Patrol

2.4 SOLUTION TESTING & DEPLOYMENT

During this phase of the project Kronos supports the Customer's project team with configuration testing to the in-scope business requirements via staffing scenarios. Kronos assists with resolving all critical open issues as well as deployment planning and support.

Customer's Commitment



During this phase of the project the Customer finalizes the test plan to support integration and operational testing; completes test case scenarios to support all requirements; dedicates or makes available on an as-needed basis, appropriate resources to test the product(s), ensuring representatives from all affected user communities participate in the test cycle. The Customer also coordinates testing with other vendors, such as interface testing with RMS, CAD, and payroll providers; and if applicable, tests and validates the data transfer from Kronos to other vendors. The Customer also writes operational procedures and trains users as needed for a successful deployment.

Key Kronos Activities	Kronos Deliverables
Review the testing methodology with the Customer Provide issue resolution support	

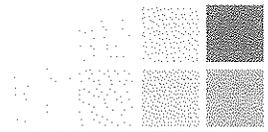
2.4.1 SOLUTION DEPLOYMENT PLANNING AND GO-LIVE SUPPORT

Key Kronos Activities	Kronos Deliverables
Facilitate deployment planning meeting to review planned activities. Provide go-live support for planned application deployment.	Deployment checklist or plan. Scheduled, on-demand support.

3 PROJECT COSTS AND RATE SCHEDULES

3.1 PROFESSIONAL SERVICES

Item	Role	Hours	Unit Rate	Total
Base Deployment (9990056-PRO)	Application Consultant	124.5	\$95.00	\$11,827.50
Auctions Configuration (9990058-PRO)	Solution Consultant	12	\$125.00	\$1,500.00
Estimated Investment For This Implementation				\$13,327.50



4 SIGNATURES AND APPROVALS

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: _____ Date: _____

Title: _____

This Services Scope Statement is subject to Huntington Park Police's agreement with Kronos governing Professional, Education and Cloud Services. By signing below, Huntington Park Police's authorized representative agrees to purchase the services described herein.

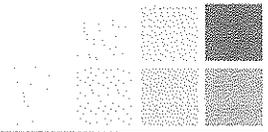
ACCEPTED AND AGREED

Huntington Park Police

By: _____ Date: _____

Title: _____

Huntington Park Police may make necessary copies of this document for the sole purpose of facilitating internal evaluation and/or execution of proposed project. Otherwise, the document or any part thereof may not be reproduced in any form without the written permission of Kronos Incorporated. All rights reserved. Copyright 2012.

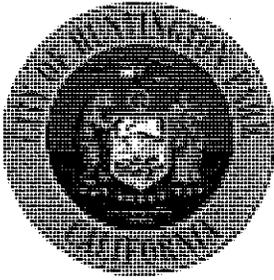


5 APPENDIX

5.1 ENGAGEMENT GUIDELINES

Please review the Kronos engagement guidelines:

<http://www.kronos.com/professionalservicesengagementpolicies.aspx>



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

May 20, 2013

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

Dear Mayor and Members of the City Council:

ZOE AVENUE SINKHOLE EMERGENCY REPAIR

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt the Resolution declaring an emergency and approving the execution of an emergency agreement/purchase order for the repair of sinkholes on Zoe Ave between Cottage Street and Albany Street.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 8, 2013, Public Works was notified by the Police Department of a reported sinkhole on Zoe Avenue between Cottage Street and Albany Street. Public Works responded immediately and secured the area with traffic barriers. On May 9th, Public Works performed an exploratory excavation and discovered a broken City-owned sewer pipe at the location of the sinkhole. A contractor was hired to replace the broken section of pipe and Public Works crews backfilled the excavation and secured the site for the weekend. The County of Los Angeles Flood Control District was also contacted to perform an assessment since the sewer failure was located over the top of a storm drain constructed by the County approximately 10 years ago. The County concluded that the sinkhole was caused by the sewer failure.

On May 11, 2013, Public Works was notified that several additional sinkholes had formed along the trench of the storm drain adjacent to the original sinkhole. Public Works responded and added additional traffic barriers to secure the site.

On May 13, 2013, Public Works performed an additional exploratory excavation and contacted the County for an additional assessment. The excavation did not identify any additional pipe failures that would have caused additional localized sinkholes. The County performed a video tape inspection of the storm drain and determined that soil was not washing into the storm drain through the pipe joints.

ZOE AVENUE SINK HOLE EMERGENCY REPAIR

May 20, 2013

Page 2 of 2

The City Council was briefed on the situation at the May 14, 2013 adjourned City Council Meeting and authorized an emergency agreement/purchase order for the repair in an amount not-to-exceed \$125,000. The recommended Resolution is the formal action for this authorization.

The repair is anticipated to be completed by May 24, 2013.

FISCAL IMPACT/FINANCING

This is an unanticipated and unbudgeted expenditure and will impact the Sewer Maintenance Fund. The expense is estimated at a total not-to-exceed \$125,000 (Account No. 238-8040-432.56-41.)

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended Resolution is a declaration of an emergency situation in accordance with Section 2-5.12 and 2-5.13 of the Huntington Park Municipal Code.

CONTRACTING PROCESS

The recommended emergency agreement/purchase order was executed in compliance with Section 2-5.12 and 2-5.13 of the Huntington Park Municipal Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

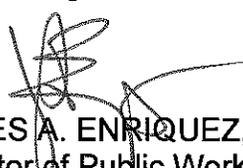
The repair work will be completed by a private contractor and will not adversely impact current services or projects.

CONCLUSION

This emergency expenditure was authorized by City Council at the meeting on May 14, 2013 and the repair work commenced on May 16, 2013. The work is scheduled for completion by May 24, 2013, barring any unforeseen conditions.

Respectfully submitted,

RENÉ BOBADILLA, P.E.
City Manager


JAMES A. ENRIQUEZ, P.E.
Director of Public Works / City Engineer

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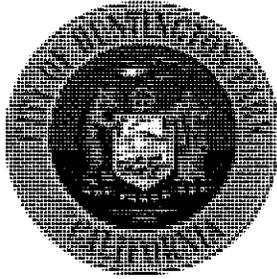
SECTION 2: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 20th day of May, 2013.

Mario Gomez, Mayor

ATTEST:

Rocio Martinez, Acting City Clerk



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

May 20, 2013

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

Dear Mayor and Members of the City Council:

LOS ANGELES RIVER UPPER REACH 2 (LAR UR 2) SUB WATERSHED MEMORANDUM OF UNDERSTANDING

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager to execute a Memorandum of Understanding (MOU), subject to minor final revisions, with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) for the development of a Watershed Management Program (WMP) and related documents as required by the State MS4 Stormwater Permit

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 8, 2012, the Los Angeles Regional Water Quality Control Board (LAR-RWQCB) adopted Order No. R4-2012-0175 revising the waste discharge requirements for Municipal Separate Storm Sewer System (MS4) dischargers within the coastal watersheds of Los Angeles County covered by NPDES Permit No. CAS004001 (collectively referred to as "Stormwater Permit"). This new Stormwater Permit became effective on December 28, 2012 and regulates the water quality of urban runoff in cities within most of Los Angeles County, including Huntington Park. It applies to discharges from the City and by definition covers all runoff conveyed over or through municipal streets, sidewalks, curbs, gutters, catch basins, storm drains, ditches, man-made channels and similar facilities. The new Stormwater Permit supersedes the previous permit adopted in 2001 and all subsequent revisions.

At the City Council meeting on February 19, 2013, the City Council authorized staff to issue requests for proposals (RFP) for the development of various documents and programs required by the Stormwater Permit. The recommended MOU (Enclosure 1) forms a partnership for this purpose. The partnership includes six cities (Bell, Bell Gardens, Commerce, Cudahy, Maywood and Vernon) and the Los Angeles County Flood Control District (LACFCD), forming a group known as the Los Angeles River

LOS ANGELES RIVER UPPER REACH 2 (LAR UR 2) SUB WATERSHED
MEMORANDUM OF UNDERSTANDING
May 20, 2013
Page 2 of 4

Upper Reach 2 (LAR UR 2) Sub Watershed Committee (Committee). Its mission is to develop two items required by the Stormwater Permit, a Watershed Management Program (WMP) and a Coordinated Integrated Monitoring Program (CIMP).

The Committee members have drainage areas that are tributary to the LAR UR 2 Watershed. The Committee provides a forum for coordinated permit compliance efforts between jurisdictions with common compliance requirements who share common storm drain facilities that cross over and through jurisdictional boundaries. The shared effort will provide costs savings to the members through an economy of scale and a cost sharing structure, described below, in comparison to development of the documents individually.

Staff has attended a series of meetings with the member agencies that began in February 2013 for the purpose of discussing a regional coordinated effort to comply with the Stormwater Permit. The unanimous conclusion was a recommendation to form the Committee facilitated through the GWMA, since it already exists as a joint powers authority. Each agency is requesting approval from their respective city council to enter into the MOU with the GWMA who will serve as the contracting entity and contract administrator for the consultant services at the direction of the Committee.

The WMP and CIMP must be submitted to the LAR-RWQCB for review and approval by June 28, 2014. These documents will specify an array of stormwater quality programs and capital projects that will require implementation by the member agencies to comply with the stormwater quality effluent limits defined in the permit. Some of the programs and projects will be agency specific and others may require regional implementation by the Committee.

FISCAL IMPACT/FINANCING

The consultant services and associated GWMA administrative charges described in the MOU are estimated to cost up to a total of \$1.0M. The MOU defines the cost sharing structure as follows:

1. LACFCD: 10% of total cost
2. Cities: Equal share (1/7th) of 45% of the total cost
3. Cities: Remaining 45% of total cost will be allocated based on percentage of total land area in the overall watershed (13.65% for Huntington Park)

Based on this cost sharing structure and assuming the total cost is \$1.0M, the total cost for the City is approximately \$125,000 and will be paid to the GWMA. This cost will be included in the recommended budget for FY 2013-2014 and is a General Fund expense. The estimated cost for the City to independently develop these documents exceeds \$300,000 and would have required coordination, at a minimum, with the cities immediately neighboring Huntington Park.

Funding for capital costs and ongoing operations and maintenance costs for the implementation of programs and projects as recommended by the WMP, once approved by the LAR-RWQCB, will require discussions at a later date following the development of reliable cost estimates.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The documents that will be developed with the execution of the recommended MOU are required for compliance with the Stormwater Permit. The documents will be developed by private consultants solicited through an RFP issued by the GWMA in compliance with all State and Federal regulations.

The MOU was approved by the GWMA Board on May 9, 2013.

The recommended MOU has been reviewed and approved as to form by the City Attorney.

CONTRACTING PROCESS

The RFP will be issued by the GWMA in compliance with all State and Federal regulations. The GWMA will be the contracting party with the selected consultant(s) and will provide contract and financial administration on behalf of and at the direction of the Committee. The GWMA will process invoices submitted by the consultant and, in turn, invoice each agency based on the cost sharing breakdown defined in the MOU. The cost percentage allocated to the City is described above.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will require the reallocation of \$125,000 of General Fund budget in FY 2013-2014 that would have otherwise funded Public Works operations and maintenance functions. Although there is no specific impact on current services or projects, this reallocation effectively reduces the operations and maintenance budget for Public Works.

Once the WMP is approved by the LAR-RWQCB, implementation of programs and projects in accordance with the WMP will likely result in a significant annual expense to the City that will need to be considered in developing the City's annual budget beyond FY 2013-2014.

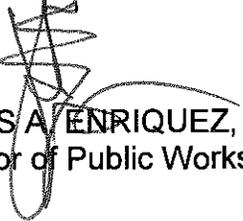
LOS ANGELES RIVER UPPER REACH 2 (LAR UR 2) SUB WATERSHED
MEMORANDUM OF UNDERSTANDING
May 20, 2013
Page 4 of 4

CONCLUSION

Upon City Council approval, staff will execute the MOU with the GWMA and continue coordination with the LAR UR 2 Sub Watershed Committee for compliance with the Stormwater Permit.

Respectfully submitted,

RENÉ BOBADILLA, P.E.
City Manager


JAMES A. ENRIQUEZ, P.E.
Director of Public Works / City Engineer

Attachment A: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
 BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
 WATER MANAGEMENT JOINT POWERS AUTHORITY
 AND
 THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK,
 MAYWOOD, VERNON, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

FOR ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A
 WATERSHED MANAGEMENT PROGRAM "WMP" and COORDINATED INTEGRATED
 MANAGEMENT PROGRAM "CIMP" AS REQUIRED BY THE REGIONAL WATER
 QUALITY CONTROL BOARD, LOS ANGELES REGION, NATIONAL POLLUTANT
 DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER
 SYSTEM PERMIT ORDER NO. R4-2012-0175 MUNICIPAL SEPARATE STORM SEWER
 SYSTEM ("MS4 PERMIT")

This memorandum of understanding ("MOU") is made and entered into as of the date of the last signature set forth below, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon ("Cities"), and the Los Angeles Flood Control District ("District"):

RECITALS

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

WHEREAS, the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, and Vernon manage and drain stormwater into at least a portion of the LAR Upper Reach 2 Sub Watershed ("Reach 2 Sub Watershed"); and

WHEREAS, the Los Angeles Flood Control District owns and operates more than ninety percent (90%) of the storm drains in the LAR Upper Reach 2 Sub Watershed ("Reach 2 Sub Watershed");

WHEREAS, for the purposes of this MOU, the term "Watershed Permittees" shall mean the cities of Bell, Bell Gardens, Cudahy, Commerce, Huntington Park, Maywood, Vernon, and the Los Angeles Flood Control District; and

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

WHEREAS, the MS4 Permit became effective on December 28, 2012 and allows Permittees to prepare, adopt, and implement a Watershed Management

Program ("WMP"), and a Coordinated Integrated Management Plan ("CIMP"), collectively "the Plans," in compliance with certain elements of the MS4 Permit; and

WHEREAS, the Watershed Permittees have elected to prepare and adopt, the Plans in compliance with certain elements of the MS4 Permit; and

WHEREAS, preparation and implementation of the Plans requires administrative coordination for the Watershed Permittees that the GWMA can provide; and

WHEREAS, the Watershed Permittees created the LAR UR 2 Sub Watershed Committee, consisting of at least one representative from each of the Watershed Permittees, to assist the GWMA in coordinating the preparation and submission of the Plans to be presented to the California Regional Water Quality Control Board, Los Angeles Region, on behalf of the Watershed Permittees; and

WHEREAS, the Parties desire to collaboratively prepare a final Scope of Work and Request for Proposals to obtain a Consultant to assist the Parties with preparation and adoption of the Plans; and

WHEREAS, the Parties and the GWMA have determined that authorizing GWMA to hire a consultant to prepare and deliver the Plans will be beneficial to the Parties; and

WHEREAS, the Parties have determined that the costs of preparing the Plans and other related costs to be incurred by the GWMA based on the proportional costs ("Proportional Costs") reflected in Exhibit A.

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

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

Section 2. Purpose. The purpose of this MOU is to cooperatively support and undertake preparation of the Plans and any additional services agreed to by the Watershed Permittees working through the LAR UR 2 Sub Watershed Committee and as approved by the GWMA. This MOU does not include services related to the implementation of the Plans and required monitoring, and the Parties will enter into an amendment to the MOU if they desire to collectively provide such services.

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

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

Section 5. Binding Effect. This MOU shall become binding on GWMA and the Cities that execute this MOU.

Section 6. Term. This MOU shall remain and continue in effect until July 1, 2023, unless sooner terminated as provided herein.

Section 7. LAR UR 2 Sub Watershed Committee Representative. The LAR UR 2 Sub Watershed Committee shall appoint a representative ("Representative") who can speak for the Watershed Permittees on decisions to be made by the LAR UR 2 Sub Watershed.

Section 8. Role of the GWMA. The GWMA will contract with and serve as a conduit for paying the Consultants as approved by the Watershed Permittees. The consultant or consultants ("Consultant") shall prepare the Plans and any other plans and/or projects that the Watershed Permittees determine are necessary and the costs of which the Watershed Permittees agree through the Representative to pay.

Section 9. Financial Terms.

- a) This provision will address the responsibility for payment of GWMA administrative and overhead costs and will be completed after the Policy Board decides on how to address these costs.
- b) Each Watershed Permittee shall pay its Proportional Costs as provided in Exhibit A for Consultant and any other expenses to which the Parties may agree in writing.
- c) GWMA shall submit an invoice to the Watershed Permittees upon selection of a Consultant reflecting each Party's estimated Proportional Costs of the Consultant's services through the following June 30 or December 31, whichever date is earlier. Prior to releasing payment to Consultant GWMA shall submit a copy of the Consultant's invoice to the LAR UR 2 Sub Watershed Committee for approval. The decision on whether to pay the invoice shall be communicated to the GWMA by the Representative.
- d) Upon receiving the first and each subsequent invoice, each Watershed Permittee shall pay the GWMA its Proportional Costs within forty-five days (45) days of receipt.
- e) Each year commencing May 15, 2013, the LAR UR 2 Sub Watershed Committee shall recommend to GWMA a budget for the following year. GWMA shall consider the recommendation and adopt a budget by June 30th inclusive of the LAR UR 2 Sub Watershed Committee's recommendation. GWMA will send each Watershed Permittee no

later than December 1 and May 1 of each year an invoice representing the Watershed Permittee's Proportional Costs of the adopted budget.

- f) A Watershed Permittee will be delinquent if payment is not received by the GWMA within forty-five (45) days after first being invoiced by the GWMA. The GWMA will follow the procedure listed below, or such other procedure that the LAR UR 2 Sub Watershed Committee directs to effectuate payment: 1) verbally contact the official of the Watershed Permittee with copies to each other Watershed Permittee to the person and at the address to which notices should be addressed pursuant to Section 13 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee. If payment is not received within sixty (60) days following the due date, the GWMA may terminate the MOU unless the City Managers/ Administrators of the Watershed Permittees in good standing inform the GWMA in writing that their respective Watershed Permittees agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formula in Exhibit A. The terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.
- g) GWMA shall suspend all work being performed by any Consultant retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) of receipt unless the City Managers/ Administrators of the other Watershed Permittees inform the GWMA in writing that their respective Watershed Permittees will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.
- h) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the then-current rate of interest in the Local Agency Investment Fund.
- i) Funds remaining at the end of the term of this MOU shall be returned to the then remaining Watershed Permittees in accordance with the Cost Share Formula in Exhibit A.

Section 10. Notice of Intent Letter. Pursuant to Section V.C.4.b (page 55) of the MS4 Permit, the Watershed Permittees agree to jointly draft, execute and submit to the Regional Board by June 28, 2013, a "Notice of Intent" letter that complies with all applicable MS4 Permit provisions.

Section 11. Independent Contractor.

- a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this MOU. The GWMA's officers, officials, employees and agents shall at all times during the Term of this MOU be under the exclusive control of the GWMA. The Watershed Permittees cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Watershed Permittees.
- b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 12. Indemnification and Insurance.

- a) The GWMA shall include in the agreements with the Consultants an indemnification clause requiring the Consultants to defend, indemnify and hold harmless each of the Watershed Permittees and the GWMA, and their officers, employees, and agents, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA or any Watershed Permittee) resulting from negligent or intentional acts, errors and omissions committed by Consultants, and their officers, employees, and other representatives and agents, arising out of or related to Consultants' performance under this MOU.
- b) Each Watershed Entity shall defend, indemnify and hold harmless the GWMA and each other Watershed Entity and their officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA and any Watershed Permittee) for negligent or intentional acts, errors and omissions committed by that Watershed Entity, its officers, employees, and agents, arising out of or related to that Watershed Entity's performance under this MOU, except for such loss as may be caused by GWMA's or any other Watershed Permittee's gross negligence or intentional acts or the gross negligence or intentional acts of its officers, employees, or other representatives and agents other than the Consultants.

- c) The GWMA shall defend, indemnify and hold harmless the Watershed Permittees, their officers, employees, and other representatives and agents of the Watershed Permittees, from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the Watershed Permittees) and for negligent or intentional acts, errors and omissions committed by GWMA, its officers, employees, and agents, arising out of or related to GWMA's performance under this MOU.
- d) Consultant's Insurance. The GWMA shall require the Consultants to obtain and maintain throughout the term of their contracts with the GWMA insurance as provided in Exhibit B.
- e) GWMA makes no guarantee or warranty that the reports prepared by GWMA and its Consultant shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Watershed Permittees or any of them for the negligent or intentional acts or omissions of GWMA's Consultants. The Watershed Permittees' sole recourse for any negligent or intentional act or omission of the GWMA's Consultant shall be against the Consultant and its insurance.

Section 13. Termination.

- a) A Watershed Permittee may terminate this MOU in whole or in part, for any reason, or no reason, by giving the other Watershed Permittees thirty (30) days written notice thereof. The terminating Watershed Permittee shall be responsible for its Proportional Costs, which the GWMA incurred or to which it became bound through the effective date of termination. Such MOU Costs shall include the remaining fees of any Consultant retained by the GWMA prior to the effective date of termination. Should any Watershed Permittee terminate the MOU, the remaining Watershed Permittees' Proportional Cost allocation shall be adjusted in accordance with the Cost Share Formula in Exhibit A.
- b) The GWMA may, with a two-thirds (2/3) vote of the full Board, terminate this MOU upon not less than thirty (30) days notice, effective on May 1 or December 1 of each year.

Section 14. Miscellaneous.

- a) Notices. All Notices which any Party is required or desires to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or

certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA: Ms. Grace Kast
GWMA Executive Officer
c/o Gateway Cities Council of
Governments
16401 Paramount Boulevard
Paramount, CA 90723

To the Watershed:
Permittees: Mr. Doug Willmore
City Manager
6330 Pine Avenue
Bell, CA 90201

Mr. Phillip Wagner
City Manager
7100 Garfield Avenue
Bell Gardens, CA 90201

Mr. Jorge Rifa
City Administrator
2535 Commerce Way
Commerce, CA 90040

Mr. Hector Rodriguez
City Manager
5220 Santa Ana Street
Cudahy, CA 90201

Mr. Rene Bobadilla, P.E.
City Manager
6550 Miles Avenue
Huntington Park, CA 90255

Ms. Lilian Myers
City Manager
4319 East Slauson Avenue
Maywood, CA 90270

Mr. Mark Whitworth
City Administrator
4305 Santa Fe Avenue
Vernon, CA 90058

Los Angeles County Flood Control District

- b) Separate Accounting and Auditing. The GWMA will establish a separate account to track revenues and expenses incurred by the GWMA on behalf of the Watershed Permittees. Any LAR UR 2 Watershed Permittee may upon five (5) days written notice inspect the books and records of the GWMA to verify the cost of the services provided and billed by GWMA. GWMA shall prepare and provide to the Watershed Permittees annual financial statements and audits, after review and approval by the LAR UR 2 Sub Watershed Committee.
- c) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by a written instrument signed by all Parties and approved by all Parties as substantially similar to this MOU.
- d) Waiver. Waiver by either the GWMA or a Watershed Permittee of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or a Watershed Permittee, to any breach of the provisions of this MOU shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this MOU.
- e) Law to Govern: Venue. This MOU shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.
- f) No Presumption in Drafting. The Parties to this MOU agree that the general rule that an MOU is to be interpreted against the Parties drafting it, or causing it to be prepared, shall not apply.
- g) Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and construed without the invalid, void, or unenforceable provisions(s).
- h) Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

- i) Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.
- j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.
- k) Agency Authorization. Each of the persons signing below on behalf of the Parties represents and warrants that he or she is authorized to sign this MOU on their respective behalf.

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

DATE: _____

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Chris Cash
GWMA Chair

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

DATE: _____

CITY OF BELL
Mr. Doug Willmore
City Manager
6330 Pine Avenue
Bell, CA 90201

Doug Willmore, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DRAFT

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

DATE: _____

CITY OF BELL GARDENS
Mr. Phillip Wagner
City Manager
7100 Garfield Avenue
Bell Gardens, CA 90201

Phillip Wagner, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DRAFT

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

DATE: _____

CITY OF COMMERCE
Mr. Jorge Rifa
City Administrator
2535 Commerce Way
Commerce, CA 90040

Jorge Rifa, City Administrator

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DRAFT

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

DATE: _____

CITY OF CUDAHY
Mr. Hector Rodriguez
City Manager
5220 Santa Ana Street
Cudahy, CA 90201

Hector Rodriguez, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DRAFT

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

DATE: _____

CITY OF HUNTINGTON PARK
Mr. Rene Bobadilla, P.E.
City Manager
6550 Miles Avenue
Huntington Park, CA 90255

Rene Bobadilla, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DRAFT

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

DATE: _____

CITY OF MAYWOOD
Ms. Lilian Myers
City Manager
4319 East Slauson Avenue
Maywood, CA 90270

Lilian Myers, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DRAFT

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

DATE: _____

CITY OF VERNON
Mr. Mark Whitworth
City Administrator
4305 Santa Fe Avenue
Vernon, CA 90058

Mark Whitworth, City Administrator

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

DRAFT

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

DATE: _____

LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT

Los Angeles, CA 900__

NAME OF SIGNER

ATTEST:

APPROVED AS TO FORM:

TITLE

TITLE

EXHIBIT A

The Watershed Permittees agree to pay for the cost of preparation of the WMP and CIMP. The District will pay ten percent (10%) of the cost of the WMP and CIMP. Each City shall pay an equal one seventh (1/7th) share of forty-five percent (45%) of the cost of the WMP and CIMP and its pro-rata share of forty-five percent (45%) of the remaining cost of the WMP and CIMP at the cost sharing allocation percentage provided in Table 1.

TABLE 1

COST SHARING ALLOCATION
FOR FORTY-FIVE PERCENT OF WMP COST

Watershed Permittee	Land Area (mi ²)	Cost Allocation Percentage
Bell	2.64	11.90%
Bell Gardens	2.49	11.22%
Commerce	6.57	29.61%
Cudahy	1.12	5.05%
Huntington Park	3.03	13.65%
Maywood	1.18	5.32%
Vernon	5.16	23.25%

EXHIBIT B
Consultant Agreement

To be provided by GWMA

DRAFT