

CITY OF HUNTINGTON PARK

City Council Agenda Monday, April 21, 2014

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

Rosa E. Perez
Mayor

Karina Macias
Vice Mayor

Ofelia Hernandez
Council Member



Mario Gomez
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:

Desiree Lazo, 5th grade student at Lucille Roybal-Allard Elementary School.

3. ROLL CALL:

Mayor Rosa E. Perez
Vice Mayor Karina Macias
Council Member Ofelia Hernandez
Council Member Valentin Palos Amezcuita
Council Member Mario Gomez

4. PRESENTATIONS

- 4.1 Presentation to student who led the flag salute: Desiree Lazo.
- 4.2 Presentation of Plaques to Mario Gomez for serving as Mayor in 2013-2014 and Rosa E. Perez for serving as Vice Mayor in 2013-2014.
- 4.3 Presentation of certificates to graduates from the Los Angeles County Fire Department Community Emergency Response Training (CERT) Program.
- 4.4 Presentation of Certificate of Appreciation to Francisco Rivera.
- 4.5 Presentation of Certificates of Recognition to Obispo Jerez and Dra. Trejo from Sagrada Familia Church in Huntington Park.
- 4.6 Presentation regarding a Youth Expo.
- 4.7 Presentation by the Greater Huntington Park Area Chamber of Commerce regarding an overview on our organization's goals, focus, mission and future perspectives.

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 meeting:

6.1-1 Regular meeting held Monday, April 7, 2014

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.

6.3 Second reading of ordinance moving the City of Huntington Park General Municipal Elections to November of odd-numbered years.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve for second reading Ordinance No. 928-NS moving the date of the City of Huntington Park General Municipal Election to the first Tuesday after the first Monday in November of odd numbered years beginning in 2015.
2. Approve a purchase order in the amount of \$3,065.75 to Martin & Chapman Co. for the printing of postcards notification and approve an upfront payment in the amount of \$3852.50 to Towne Inc. for the mailing of postcards to all registered voters in the City reflecting the new election date and to mailing services; subject to election date approval by the Los Angeles County Board of Supervisors ("Board").

6.4 Receive and file update regarding appointment of City Council Members to various organizations.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Receive and file update regarding appointment of City Council Members to the following organizations:
 - a. **L.A. County Sanitation District No. 1 - Member** (*Must be the Mayor*): Mayor Perez & Alternate: Council Member Gomez.
 - b. **Resolution No. 2014-16** appointing the representatives to the **Independent Cities Risk Management Authority's Governing Board** and its separate risk management programs.
Member: Council Member Gomez; Alternate: Council Member Hernandez; and Substitute Alternates: Finance Director Morales & Assistant to the City Manager Bueno.

6. CONSENT CALENDAR – (Continued)

PARKS AND RECREATION DEPARTMENT

6.5 Ratify submittal of corrected resolution authorizing application for Housing Related Parks Grant.

1. Ratify submittal of corrected Resolution No. 2014-2 authorizing the application for a Housing Related Parks Grant.

FINANCE DEPARTMENT

- 6.6 Approve Accounts Payable and Payroll Warrants dated April 21, 2014.

END OF CONSENT CALENDAR

7. REGULAR AGENDA

COMMUNITY DEVELOPMENT DEPARTMENT

7.1 Agreement with T&T Public Relations to provide consulting services related to the development of a style guide and standards for the new City logo.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve an agreement with T&T Public Relations to develop a Style Guide and Standards for the City's new logo.
2. Authorize the City Manager to execute the agreement.

7.2 Amendment to a Subrecipient Agreement with Life Skills Training and Education Programs Inc. to provide rental assistance program.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Amendment to the Subrecipient Agreement with Life Skills Training and Education for the implementation of a rental assistance program (HOME Tenant Based Rental Assistance)
2. Authorize the City Manager to execute the agreement.

7. REGULAR AGENDA – (Continued)

PARKS AND RECREATION DEPARTMENT

7.3 Award contract for the 4th of July Firework Display.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the agreement with Pyro Engineering Inc. DBA Bay Fireworks to provide pyrotechnic services for the City of Huntington Park 2014 4th of July Celebration.
2. Authorize the City Manager to sign the agreement between the City of Huntington Park and Pyro Engineering Inc. DBA Bay Fireworks.

POLICE DEPARTMENT

7.4 Amendment Number One to Huntington Park Police Department Inmate Housing Agreement

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Amendment Number One to the Huntington Park Police Department Inmate Housing Agreement.

8. CITY MANAGER'S AGENDA

8.1 Update on the City's Economic Development and Marketing Efforts.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Receive and file the update on the City's Economic Development and Marketing Efforts.

9. CITY ATTORNEY'S AGENDA

10. WRITTEN COMMUNICATIONS

11. COUNCIL COMMUNICATIONS

- 11.1 Mayor Rosa E. Perez
- 11.2 Vice Mayor Karina Macias
- 11.3 Council Member Ofelia Hernandez
- 11.4 Council Member Valentin Palos Amezquita
- 11.5 Council Member Mario Gomez

12. CLOSED SESSION

- 12.1 Pursuant to California Government Code Section 54957,
PUBLIC EMPLOYMENT
Title: Building Official

13. ADJOURNMENT

NEXT REGULAR MEETING OF THE
CITY OF HUNTINGTON PARK CITY COUNCIL
MONDAY, MAY 5, 2014 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 April 17, 2014 on the bulletin board outside City Hall and available at www.huntingtonpark.org



Rocio Martinez, Senior Deputy City Clerk

Minutes of the regular meeting of the City Council of the City of Huntington Park held Monday, April 7, 2014.

Following the Invocation, the Pledge of Allegiance to the Flag was led by Jose Porcayo, 7th grade student at Nimitz Middle School. The meeting was called to order in the Council Chambers at 6:00 p.m. by Mayor Perez. Present: Council Member Valentin Palos Amezcua, Vice Mayor Karina Macias, Council Member Ofelia Hernandez, Council Member Mario Gomez, and Mayor Rosa E. Perez; Absent: None.

Mayor Perez and City Council presented a Certificate of Appreciation to Jose Porcayo for leading the flag salute at the City Council meeting April 7, 2014.

Mayor Perez and City Council presented Certificates of Appreciation to the following students who volunteered at the library at Middleton Elementary School: 1) Moiserad Alexa Garcia; 2) Darlina Lopez Barrios; 3) Nancy Pedroza Castaneda; 4) Vayeli Madroza Mata; 5) Xiclali A. Gonzalez; 6) Ashley Martinez Garcia; 7) Marianna Giselle Garcia; 8) Johanna Ayala; 9) Andrea Zuniga; 10) Molly Ann Hastings; 11) Helen Johanna Arrevalo; 12) Najari Galindo; 13) Libnie Garcia; 14) Jose Valdez; 15) Jessica Benitez; and 16) Daniella Sanchez. Mayor Perez recognized the following teachers from Middleton Elementary School: 1) Ms. Rivera; 2) Ms. Kong; 3) Ms. Muracami; 4) Ms. Reyes; 5) Ms. Preciado and 6) Ms. Hastings. Maribel Garcia thanked teachers and students present and introduced Josue Valdez, Andrea Zuniga, and Molly Ann Hasting who thanked teachers at Middleton Elementary School.

Mayor Perez and City Council presented Certificates of Recognition to the following Linda Marquez High School Varsity Soccer team for playing in the California Interscholastic Federation (CIF) Championship on March 7, 2014: 1) Frank Angeles; 2) Oriando Luna; 3) Andrew Franco; 4) Eric Gomez; 5) Oscar Gonzalez; 6) Adrian Guzman; 7) Albert Guerrero; 8) Jesus Hernandez; 9) Eduardo Jaramillo; 10) Edward Kochmitch; 11) Gerardo Lopez; 12) Jose Luna; 13) Jesus Martinez; 14) Pedro Molina; 15) Edgardo Munoz; 16) Alex Patricio; 17) Efrain Perez; 18) Luis Perez; 19) Alexis Pullido; 20) Ruben Renderia; 21) Alexis Rodriguez; 22) Daniel Santos; 23) Miguel Valdez; 24) Jose Valdivia; and 25) Miguel Balle. Mayor Perez thanked Linda Marquez High School representatives.

Mayor Perez and City Council presented a Certificate of Recognition to Lizeth Ramirez, 5th grade student at Aspire Huntington Park Charter School for winning the County of Los Angeles Public Library's county-wide bookmark contest for the County Board of Supervisors Gloria Molina's First District.

Mayor Perez and City Council presented a Proclamation designating April 13-19, 2014 as National Library Week.

Mayor Perez called the meeting to order for the record. Present: Council Member Valentin Palos Amezcua, Vice Mayor Karina Macias, Council Member Ofelia Hernandez, Council Member Mario Gomez, and Mayor Rosa E. Perez; Absent: None.

Jesus Diaz, Field Representative from Senator Ricardo Lara's Office, briefed City Council regarding the purpose of the Youth Senators Program and introduced the following participants of the Senator Lara's Office 33rd Senate District Youth Senators Program: 1) Alfonso Lua; 2) Daisy Arriaga; 3) Melissa Valencia; and 3) Vanessa Bautista. The participants briefed City Council on their experience and accomplishments in this program.

Mayor Perez 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.

Antonio Padilla addressed City Council to in support of Council Member Amezcua regarding not having carnivals and asked City Council to consider having Round 1 come to the City.

Vicky Herrera brief City Council regarding AB 2189 pertaining to accountability and transparency from the Water Replenishment District and asked City Council to support.

Wally Shidler briefed City Council regarding the City's Historic Preservation Commission and addressed concern regarding the preservation of Daily Signal

Newspapers archived in the City. Mr. Shidler inquired about the status of the Historic Preservation Commission and urged City Council to seek funding for the preservation of said newspapers.

Edgar Gordillo addressed concerns to City Council regarding dumping of trash throughout the City and encouraged City Council to walk the streets of the City to inspect for trash and graffiti. Mr. Gordillo also addressed concerns with speeding vehicles, excessive traffic, and parades taking place on Pacific Boulevard.

Janine Hamner, representing Waste Management, informed City Council that Waste Management recently received an award from the Ethisphere Institute for being one of the world's most ethical companies for the 7th consecutive year.

Rodolfo Cruz addressed concerns to City Council including the City's pension tax and events taking place on Pacific Boulevard.

Balle Dario Machuca addressed his concerns to City Council regarding parking in the City of Huntington Park.

Francisco Rivera addressed concerns to City Council regarding illegal flyers posted on City posts, including bus stop benches, in various streets in the City.

Sandra Orozco thanked City Council for recognizing Multiple Sclerosis Month and presented City Council with a copy of her biography. Ms. Orozco inquired regarding a permanent city attorney.

Andy Molina, former Mayor of the City of Huntington Park representing Southeast Churches, thanked Mayor Perez and Council Members Hernandez and Gomez for supporting this year's Southeast Churches "Walk for Hunger" on April 5, 2014 and encouraged Vice Mayor Macias and Council Member Amezquita to attend next year. Mr. Molina also thanked City Council for their continued support of the Annual Carnaval Primavera Downtown Festival and briefed City Council on its importance.

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

Motion by Hernandez, seconded by Macias, to approve the Consent Calendar with Council Member Gomez abstaining on the minutes of the regular City Council meeting held March 17, 2014, carried as follows: Ayes: Council Member Amezquita, Vice Mayor Macias, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Absent: None.

6. CONSENT CALENDAR

OFFICE OF THE CITY CLERK

6.1 Approve minutes of the following City Council meeting:

6.1-1 Regular meeting held Monday, March 17, 2014

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.

FINANCE DEPARTMENT

6.3 Approve Accounts Payable and Payroll Warrants dated April 7, 2014.

6.4 **City of Huntington Park Bicycle Master Plan.**

1. Adopt Resolution No. 2014-14 adopting the City of Huntington Park Bicycle Transportation Master Plan.

END OF CONSENT CALENDAR

7. REGULAR AGENDA

OFFICE OF THE CITY CLERK

7.1 Appointment of City Council Members to various organizations.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Appoint City Council Members to the following organizations:

*(*Stipend)*

- 1) **California Contract Cities Association** – Director: Mayor Perez & Alternate/s: Vice Mayor Macias; Council Members Gomez; Hernandez; and Amezcuita.
 - 2) **Central Basin Water Association** – Member: Council Member Amezcuita & Alternate: Council Member Gomez.
 - 3) ***Gateway Cities Council of Government** - Delegate: Mayor Perez & Alternate: Vice Mayor Macias.
 - 4) ***HUB Cities Consortium** – Member: Council Member Gomez & Alternate: Council Member Hernandez.
 - 5) ***I-710 EIR/EIS Project Committee** – Member: Mayor Perez & Alternate: Council Member Amezcuita.
 - 6) **Independent Cities Association**–Director: Mayor Perez & Alternate: Vice Mayor Macias.
 - 7) **L.A. County Children’s Planning Council Service Planning Area**
7-Member: Council Member Hernandez & Alternate: Vice Mayor Macias.
 - 8) **League of California Cities**-Member: Vice Mayor Macias & Alternate: Council Member Hernandez.
 - 9) ***L.A. County Sanitation District No. 1**-Member (Must be the Mayor): Council Member Gomez & Alternate: Vice Mayor Macias.
 - 10) **L.A. County Vector Control District**-Member: Guerrero
 - 11) ***Eco-Rapid Transit** (formerly Orange Line Development Authority)-Delegate: Mayor Perez & Alternate: Council Member Amezcuita.
 - 12) ***Southern California Association of Governments**- Member: Council Member Hernandez & Alternate: Council Member Gomez.
2. Adopt Resolution No. 2014-15 appointing the representative and alternate representative to the Board of Directors of the ***Independent Cities Finance Authority**.
Director: Council Member Gomez & Alternate: Council Member Hernandez.
3. Adopt Resolution No. 2014-16 appointing the representatives to the **Independent Cities Risk Management Authority’s Governing Board** and its separate risk management programs.
Member: Council Member Gomez & Alternates: Council Member Hernandez; _____; and _____.
4. Discussion and/or action regarding continuing membership with the Los Angeles County Library District.

Motion by Hernandez, seconded by Macias, to accept recommendation nos.: 1, 2, and 3. Substitute motion by Gomez, seconded by Hernandez, to approve recommendation nos.: 1, 2, 3, and 4 and adopt Resolution No. 2014-15 and 2014-16 regarding appointment of City Council Members to various organizations, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Macias, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Absent: None.

7. REGULAR AGENDA – (Continued)

7.2 Ordinance moving the date of the City of Huntington Park General Municipal Election and approve the County of Los Angeles Registrar-Recorder to conduct said elections commencing in 2015.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve for first reading Ordinance No. 928-NS moving the date of the City of Huntington Park General Municipal Election to the first Tuesday after the first Monday in November of odd numbered years beginning in 2015.
2. Approve the County of Los Angeles Registrar-Recorder to conduct the City's General Municipal Elections commencing in 2015.

Director of Finance Morales displayed a PowerPoint presentation regarding election cost benefit analysis.

Motion by Gomez, seconded by Hernandez, that reading in full of Ordinance No. 928-NS for first reading be waived, and that Ordinance No. 928-NS be introduced and approved for first reading; and approved the County of Los Angeles Registrar-Recorder to conduct the City's General Municipal Election commencing in 2015, carried as follows: Ayes: Council Member Amezcuita, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Abstain: Vice Mayor Macias; Absent: None.

PUBLIC WORKS DEPARTMENT

7.3 Resolution approving Final Parcel Map No. 71741 for South Region Elementary School No. 5 (Lucille Roybal-Allard Elementary School).

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2014-17 approving Final Parcel Map No. 71741 was presented. Motion by Gomez, seconded by Hernandez, to adopt Resolution No. 2014-17, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Macias, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Absent: None.

PARKS AND RECREATION DEPARTMENT

7.4 Proposed reduction of hours of operation for Parks and Recreation Facilities.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review and approve the proposed reduction of public information hours at Salt Lake Park.
2. Review and approve proposed hours of operation for the Freedom Park and Raul R. Perez Memorial Park recreation centers.

Director of Finance Morales displayed a PowerPoint presentation regarding the proposed reduction of hours of operation for Parks and Recreation Facilities.

7. REGULAR AGENDA – (Continued)

Motion by Gomez, seconded by Hernandez, to approve the proposed reduction of public information hours at Salt Lake Park and the proposed hours of operation for the Freedom Park and Raul R. Perez Memorial Park recreation centers, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Macias, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Absent: None.

7.5 Approval to pay deposit for Los Angeles Dodgers game tickets for a community-wide field trip.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve deposit payment in the amount of \$2,002.50 to secure Los Angeles Dodgers game tickets for a community-wide field trip.

Motion by Gomez, seconded by Hernandez, to Approve deposit payment in the amount of \$2,002.50 to secure Los Angeles Dodgers game tickets for a community-wide field trip, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Macias, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Absent: None.

8. CITY MANAGER'S AGENDA

- 8.1 Nominations for the 49th Annual Older Americans Recognition Day (OARD) Awards Program. Following a brief discussion and there being no objection, Mayor Perez nominated Dolores Ramos for the 49th Annual Older Americans Recognition Day (OARD) Awards Program.
- 8.2 Discussion and/or action regarding a request from the Los Angeles County Registrar-Recorder/County Clerk to use of the City Hall Lobby and the gymnasium at Salt Lake Park to conduct the Statewide Direct Primary on June 3, 2014 & General Election on November 4, 2014. Motion by Gomez, seconded by Amezcuita, to waive all City fees with the exception of the facility fee in the amount of \$75 for the Los Angeles County Registrar-Recorder/County Clerk to use the City Hall lobby and the Salt lake Park social hall to conduct the Statewide Direct Primary Election on June 3, 2014 & General Election on November 4, 2014 and to waive all other city fees, carried as follows: carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Macias, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Absent: None.
- 8.3 Discussion and/or action to authorize staff to send a letter in support of Senate Bill 983 (Hernandez) Tax allocation: Card lock fuel systems. Motion by Gomez, seconded by Hernandez, to authorize staff to send a letter in support of Senate Bill 983 (Hernandez) Tax allocation: Card lock fuel systems, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Macias, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Absent: None.
- 8.4 Discussion and/or action to authorize staff to send a letter to Assembly Member Jimmy Gomez opposing House Resolution 29 (Gomez). Motion by Perez, seconded by Amezcuita, to authorize staff to send a letter to Assembly Member Jimmy Gomez opposing House Resolution 29 (Gomez), carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Macias, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Absent: None.

8. CITY MANAGER'S AGENDA -- (Continued)

- 8.5 Discussion and/or action regarding correspondence from Federacion de Clubes y Asociaciones de Michoacanos (FECADEMIN) en Norteamerica requesting use of Salt Lake Park to conduct their "Fiestas Patrias" event September 13-15, 2014.

Francisco Moreno, representing FECADEMIN en Norteamerica, informed City Council regarding the proposed "Fiestas Patrias" event and expressed the importance of bringing culture to the community.

Motion by Amezquita, seconded by Gomez, to direct the City Manager to work with FECADEMIN coordinate their Fiestas Patrias event, carried as follows: Ayes: Council Member Amezquita, Vice Mayor Macias, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Absent: None.

- 8.6 Discussion and/or action regarding regional transportation issues. City Manager Bobadilla presented a report regarding transportation issues in the southeast region.

Following presentation of a report from City Manager Bobadilla, motion by Hernandez, seconded by Gomez, to send a letter to cities in the southeast region urging them to get involved in transportation matters and authorized staff to take a trip to Washington D.C. in April 2014 to advocate regarding this matter, carried as follows: Ayes: Council Member Amezquita, Vice Mayor Macias, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Absent: None.

Mayor Perez recessed the meeting at 8:11 p.m. and resumed at 8:16 p.m.

9. CITY ATTORNEY'S AGENDA

10. WRITTEN COMMUNICATIONS

11. COUNCIL COMMUNICATIONS

11.1 Mayor Rosa E. Perez

- 11.1 Discussion and/or action regarding legislative issues. Motion by Hernandez, seconded by Macias, to authorize the Mayor and the City Manager to send letters on behalf of the City to support legislative matters only, carried as follows: Ayes: Council Member Amezquita, Vice Mayor Macias, Council Members Hernandez, Gomez and Mayor Perez; Noes: None; Absent: None.

11.2 Vice Mayor Karina Macias

- 11.2-2 Adopt Resolution No. 2014-18 urging the suspension of further deportations of undocumented immigrants, extension of the deferred actions for childhood arrivals (DACA) program, and an end to the firings of undocumented workers.

11. COUNCIL COMMUNICATIONS – (Continued)

Angela Sambrano addressed City Council in support of proposed Resolution No. 2014-18 and urged City Council to adopt said resolution to send a message to State and Federal to support family unity.

Nativo Lopez addressed City Council in support of proposed Resolution No. 2014-18 and read a letter in support of stopping deportations.

Sandra Orozco urged City Council to vote in favor of proposed Resolution No. 2014-18.

Following comments and a discussion by City Council, motion by Gomez, seconded by Hernandez, NOT to adopt Resolution No. 2014-18 and that Resolution No. 2013-16 remain in full force, carried as follows: Ayes: Council Members Hernandez, Gomez and Mayor Perez; Noes: Council Member Amezcuita and Vice Mayor Macias; Absent: None.

- 11.2-1 Discussion and/or action regarding to form an Ad-Hoc Committee to be involved in the Refuse Collection Request for Proposals process.** Council Member Gomez stated for the record that the Ad-Hoc Committee for the Refuse Collection Request for Proposals process consist of all five City Council Members. Following a brief discussion by City Council, no action was taken.

11.3 Council Member Mario Gomez

- 11.3-1 Discussion and/or action regarding issuance of citations by the Los Angeles Unified School District Police.** Chief of Police Cisneros presented an update regarding this matter.

11.4 Council Member Ofelia Hernandez

11.5 Council Member Valentin Palos Amezcuita

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,** Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1)

- 12.2 Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Name of Case: Addison Weeks, et. al. v. City of Huntington Park et. al., Case No. EDCV13-1257

- 12.3 Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Name of Case: Martina Martinez v. City of Huntington Park, Case No. BC504731

12. CLOSED SESSION – (Continued)

- 12.4 Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Name of Case: Leo Oso v. City of Huntington Park, Case No. Case No. LASC BC505088.

- 12.5 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to Government Code paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1)

Mayor Gomez declared the meeting resolved into closed session to be held immediately in the adjoining conference room at 8:50 p.m.

Following the closed session, the meeting was called to order in the Council Chambers at 9:47 p.m. Present: Present: Council Member Valentin Palos Amezcuita, Vice Mayor Karina Macias, Council Member Ofelia Hernandez, Council Member Mario Gomez, and Mayor Rosa E. Perez; Absent: None.

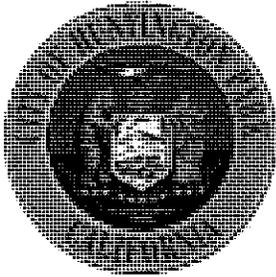
Interim City Attorney Litfin reported out that in closed session, City Council unanimously voted to approve settlement in the amount of \$1,550,000.00 for the Addison Weeks, et. al. v. City of Huntington Park, et. al., Case No. EDCV13-1257.

13. ADJOURNMENT

Mayor Perez declared the meeting adjourned at 9:48 p.m.

Rosa E. Perez, Mayor

Rocio Martinez, Senior Deputy City Clerk



CITY OF HUNTINGTON PARK

Office of the City Clerk
City Council Agenda Report

April 21, 2014

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 ORDINANCE MOVING THE DATE OF THE CITY OF HUNTINGTON PARK GENERAL MUNICIPAL ELECTION.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve for second reading an ordinance moving the date of the City of Huntington Park General Municipal Election to the first Tuesday after the first Monday in November of odd numbered years beginning in 2015.
2. Approve a purchase order in the amount of \$3,065.75 to Martin & Chapman Co. for the printing of postcards notification and approve an upfront payment in the amount of \$3,852.50 to Towne Inc. for the mailing of postcards to all registered voters in the City reflecting the new election date and to mailing services; subject to election date approval by the Los Angeles County Board of Supervisors ("Board").

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 4, 2013, City Council directed staff to research the feasibility of moving the City's election date to November and having the Los Angeles County Registrar-Recorder/County Clerk ("County") conduct the City of Huntington Park General Municipal Elections. Furthermore, in May 2006 and September 2009, City Council directed staff to research the possibility of consolidating the City's elections with the County and based on staff's recommendation at the time, City Council voted to keep the City's election date in March of odd-numbered years and chose not to consolidate the City's election with the County.

On April 7, 2014, City Council approved the first reading of the proposed ordinance moving the date of the City's General Municipal Election to the first Tuesday after the first Monday in November of odd numbered years beginning in 2015.

SECOND READING OF ORDINANCE MOVING THE DATE OF THE CITY OF HUNTINGTON PARK GENERAL MUNICIPAL ELECTION.

April 21, 2014

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The County has confirmed that they would be able to include the City in the ballot for November of odd numbered years and conduct the City's elections, if approved by the Board.

FISCAL IMPACT/FINANCING

The cost for printing and mailing postcard notification to all registered voters in the City reflecting the new election date is \$6,918.25. This amount will be funded from Municipal Election Account No. 111-1010-411.31-10.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The process of changing the City's General Municipal Elections to November of odd-numbered years requires adoption of an ordinance to amend the HPMC to move the date of the City's General Municipal Election and shall become operative upon approval by the Board. If approved by the Board, notification must be sent to all registered voters in the City reflecting the new election date within 30 days. Also, if approved, the next City of Huntington Park General Municipal Election would be held Tuesday, November 3, 2015. In accordance with the California Elections Code Section 10403.5, a city may change its election date as long as it does not increase or decrease the term of an office by more than twelve months. The terms of current elected officeholders would be extended by approximately eight months. In essence, the terms of those Council Members who were elected in March 2011 would run until November 2015, and the terms of those Council Members who were elected in March 2013 would run until November 2017. The process of changing the election date should be completed by June 2014.

Timeline

Date	Event
April 7, 2014	City Council Meeting – 1 st reading of Ordinance to move the election
April 21, 2014	City Council Meeting – 2 nd reading of Ordinance to move the election
April 29, 2014	L.A. County Board of Supervisors Meeting – Request approval to move the City's election
May 5, 2014	City Council Meeting – Resolution requesting the County to conduct the City's election
May 13, 2014	L.A. County Board of Supervisors Meeting – Request approval for County to conduct the City's election
May 22, 2014	Send notice of the election date change by mail to all voters

SECOND READING OF ORDINANCE MOVING THE DATE OF THE CITY OF HUNTINGTON PARK GENERAL MUNICIPAL ELECTION.

April 21, 2014

Page 3 of 4

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Moving the election date to November of odd numbered years will allow the County to conduct the City's election. The services that would be provided by the County include printing and mailing of sample ballot booklets and absentee vote-by-mail ballots, recruiting and training of inspector/clerks working the election polls and election board, provide voting equipment and supplies, and other general election services.

Other election services NOT provided by the County include City Clerk staff time associated with the following:

- 1) Preparation of election resolutions and notices of publication
- 2) Issuing and processing of nomination packets to candidates
- 3) Qualification of candidates
- 4) Issuing certificates of election to candidates
- 5) Respond to election related calls/inquiries from the public

Also, by having the County conduct the elections, the City and its staff would not be exposed to any potential political situations, since the City would not be handling any ballots or the official results. Also, City staff productivity would not be interrupted or affected by the election process, therefore would continue to provide the same high level of service to the community and City staff.

CONCLUSION

Upon City Council approval of the second reading of the proposed ordinance, staff will publish said ordinance in a newspaper within 15 days after its adoption as required by law. Also, staff will present said ordinance for approval to the Board at their regularly scheduled meeting on April 29, 2014; and if approved, staff will coordinate the mailing of postcard notifications to all registered voters in the City reflecting the new election date

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



ROCIO MARTINEZ
Sr. Deputy City Clerk

SECOND READING OF ORDINANCE MOVING THE DATE OF THE CITY OF HUNTINGTON PARK GENERAL MUNICIPAL ELECTION.

April 21, 2014

Page 4 of 4

ATTACHMENTS

- A. Ordinance moving the date of the City of Huntington Park General Municipal Election to the first Tuesday after the first Monday in November of odd numbered years beginning in 2015.

DATE:
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVED AND FILED <input type="checkbox"/> CONTINUED
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SENIOR DEPUTY CITY CLERK

ATTACHMENT "A"

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Section 4. Code Amendment. Section 2-9.01 of the Huntington Park Municipal Code is hereby amended to read:

2-9.01 Elections.

Beginning in 2015, general municipal elections shall be held on the first Tuesday after the first Monday in November of odd-numbered years. The terms of those persons who were elected to city offices in March 2011, shall run until November 2015; the terms of those persons who were elected to City offices in March 2013, shall run until November 2017.

Section 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Huntington Park hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 6. Operative Date. This Ordinance shall be operative upon its approval by the Los Angeles County Board of Supervisors as provided by California Elections Code Section 1301(b)(1).

Section 7. Certification. City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published in the manner required by law. A copy of this ordinance shall be forward to the Los Angeles County Board of Supervisors with a request that it be approved pursuant to California Elections Code Sections 1301 and 10403.5.

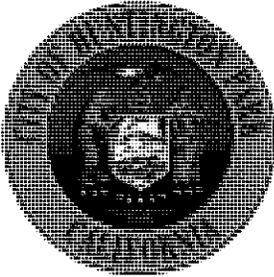
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PASSED, APPROVED and ADOPTED this 21st day of April, 2014.

Rosa E. Perez, Mayor

ATTEST:

Rocio Martinez, Sr. Deputy City Clerk



CITY OF HUNTINGTON PARK

Office of the City Clerk
City Council Agenda Report

April 21, 2014

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:

RECEIVE AND FILE UPDATE REGARDING APPOINTMENT OF CITY COUNCIL MEMBERS TO VARIOUS ORGANIZATIONS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive and file update regarding appointment of City Council Members to the following organizations:
 - a. Los Angeles County Sanitation District No. 1 - *Member* (Must be the Mayor): Mayor Perez & Alternate: Council Member Gomez.
 - b. Resolution No. 2014-16 appointing the representatives to the Independent Cities Risk Management Authority's Governing Board and its separate risk management programs.
Member: Council Member Gomez; Alternate: Council Member Hernandez; and Substitute Alternates: Director of Finance Morales & Assistant to the City Manager Bueno.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 7, 2014, City Council amongst themselves appointed members to represent the City of Huntington Park on various organizations throughout the region. This update is being presented for the purpose of rectifying discrepancies in the appointments to the following organizations: 1) Los Angeles County Sanitation District No. 1 – Mayor Perez must be the Member and Council Member Gomez – Alternate; and 2) Independent Cities Risk Management Authority – Substitute Alternates: Director of Finance Morales and Assistant to the City Manager Bueno. An updated list of said organizations is attached and includes the dates, times, location of meetings, and if stipends are applicable (“Attachment C”).

RECEIVE AND FILE UPDATE REGARDING APPOINTMENT OF CITY COUNCIL MEMBERS TO VARIOUS ORGANIZATIONS

April 21, 2014
Page 2 of 2

IMPACT ON CURRENT SERVICES (OR PROJECTS)

City Council representation on various organizations allows the City of Huntington Park to vote on various matters that impact the City. Also, City Council serve as links to exchange information and join efforts on a wide range of issues.

CONCLUSION

Upon approval to receive and file update, City Staff will update and finalize the City of Huntington Park "Appointments to Various Organizations" list.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



ROCIO MARTINEZ
Sr. Deputy City Clerk

ATTACHMENTS

- A: Resolution appointing the representative and alternate to the ICRMA
- B: Appointments to Various Organizations List
- C: Organization Contact Information

DATE:
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL
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SENIOR DEPUTY CITY CLERK

ATTACHMENT "A"

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RESOLUTION NO. 2014-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPOINTING A REPRESENTATIVE AND AN ALTERNATE AND SUBSTITUTE ALTERNATE REPRESENTATIVE TO THE GOVERNING BOARD OF THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA)

WHEREAS, the City of Huntington Park ("City") is a member of the Independent Cities Risk Management Authority ("ICRMA"), a joint powers authority created pursuant to the provisions of the California Government Code; and

WHEREAS, ICRMA provides a Liability Risk Management Program, Property Risk Management Program, Workers' Compensation Risk Management Program, and other programs for its members; and

WHEREAS, the Joint Powers Agreement provides that the city council of each member city may appoint a member of the city council as that city's representative to the ICRMA Governing Board and also authorizes the appointment of an alternate representative and a substitute alternate representative to represent the city's interest in the absence of the city council appointee; and

WHEREAS, City desires to designate its representative to the ICRMA Governing Board;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Huntington Park does hereby find, determine and declare as follows:

SECTION 1. That Mario Gomez (may be a Council or staff person) is hereby appointed to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates.

SECTION 2. That Ofelia Hernandez (may be a staff person) is hereby appointed as the alternate, to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates in the absence of the primary member noted in Section 1 above.

SECTION 3. That Julio Morales and Danny Bueno (may be a staff person) are hereby appointed as the substitute alternates, to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates in the absence of the primary and alternate members noted in Sections 1 and 2 above.

ATTACHMENT "B"

Appointments To Various Organizations 2014

ORGANIZATION	APPOINTMENT	EFFECTIVE
California Contract Cities Association	Director: Perez Alternate: Macias, Gomez, Hernandez, Amezquita	4/7/2014
Central Basin Water Association	Member: Amezquita Alternate: Gomez	4/7/2014
Gateway Cities Council of Governments	Delegate: Perez Alternate: Macias	4/7/2014
HUB Cities Consortium	Member: Gomez Alternate: Hernandez	4/7/2014
I-710 EIR/EIS Project Committee	Member: Perez Alternate: Amezquita	4/7/2014
Independent Cities Association	Director: Perez Alternate: Macias	4/7/2014
Independent Cities Finance Authority Board of Directors	Director: Gomez Alternate: Hernandez	4/7/2014 Resolution 2014-15
Independent Cities Risk Management Authority Governing Board	Member: Gomez Alternate: Hernandez Substitute Alternates: Morales/Bueno (Tentatively)	* 4/21/2014 Resolution 2014-16
L. A. County Children's Planning Council Service Planning Area 7	Member: Hernandez Alternate: Macias	4/7/2014
League of California Cities	Member: Macias Alternate: Hernandez	4/7/2014
Los Angeles County Library District	Director: Hernandez Alternate: Amezquita	4/7/2014
Los Angeles County Sanitation District No. 1	Member: Perez Alternate: Gomez	* 4/21/2014
Los Angeles County Vector Control District	Member: Guerrero	4/7/2014
Eco-Rapid Transit (Formerly: Orange Line Development Authority)	Delegate: Perez Alternate: Amezquita	4/7/2014
Southern California Association of Governments	Member: Hernandez Alternate: Gomez	4/7/2014

Distributed by City Clerk's Office

4/8/2014

* Pending

ATTACHMENT "C"

CITY COUNCIL LIASIONS

(* stipends are offered on the following)

California Contract Cities Association

Meets every 3rd Wednesday of the month @ 6:00 p.m. (except Jan, May and October)

Meeting Locations: Held at various locations

Mailing Address: 11027 Downey Avenue, Downey CA 90241

Office: (562) 622-5533

Fax: (562) 622-9555

Contact: Kelli Lofing, Management Analyst

Email: kelli@contractcities.org

(Send letter of reorganization - No Form 700 required)

Central Basin Water Association

Meets quarterly @ 11:30 am to 1:30 pm (lunch included)

Annual Meeting (1st Thursday in May)

Quarterly Meetings Cost: \$25.00 per person

Meeting Location: Rio Hondo Event Center, 10627 Old River School Road, Downey, CA

Mailing Address: 725 N. Azusa Avenue, Azusa CA 91702

Office: (626) 815-1305

Fax: (626) 815-1303

Contact: Donna DiLaura

Email: donnad@watermaster.org

(Send letter of reorganization - No Form 700 required)

*** Gateway Cities Council of Governments Stipend \$125**

Meets 1st Wednesday of every month @ 6:00 p.m. (5:30 pm Buffet)

Meeting Location: COG Office, 16401 Paramount Blvd., Paramount CA 90723

Mailing Address: 16401 Paramount Boulevard, Paramount CA 90723

Office: (562) 663-6850

Fax: (562) 634-8216

Contact: Genny Cisneros, Regional Program Manager

Email: gcisneros@gatewaycog.org

(Form 700 required)

*** HUB Cities Consortium Stipend \$250**

Meets 3rd Thursday of every month @ 5:15 p.m.

Meeting Location: HUB Cities Consortium, 2nd floor, 2675 Zoe Avenue, Huntington Park CA 90255

Mailing Address: 2675 Zoe Avenue, Huntington Park, CA 90255

Office: (323) 586-4700

Fax: (323) 586-4702

Contact: Marisol Nieto, Sr. Research Development Specialist xt. 4729

Email: nieto@hubcities.org

(Form 700 required)

*** I-710 EIR/EIS Project Committee Stipend \$100**

Meets every 5th Thursday of the month at 6:30 p.m.

Meeting Location: Progress Park, 15500 Downey Avenue, Paramount CA 90723

Mail Address: 16401 Paramount Boulevard, Paramount CA 90723

Office: (562) 663-6850

Fax: (562) 634-8216

Contact: Genny Cisneros, Regional Program Manager

Email: gcisneros@gatewaycog.org

(Form 700 required if delegate and alternate are not the same members as on Gateway Cities)

Independent Cities Association

Meets every 2nd Thursday of the month @ 7:00 p.m.

Meeting Location: MWD Headquarters, 700 N. Alameda Street, Room #102, Los Angeles CA

Mailing Address: 1601 No. Sepulveda Boulevard, #744, Manhattan Beach, CA 90266

Cell: (310) 995-9800

Fax: (310) 545-1454

Contact: Trish Pietrzak, Executive Director

Email: trish@icacities.org

(Send letter of reorganization - No Form 700 required)

*** Independent Cities Finance Authority Board of Directors – ICFA Stipend \$150**

Meets as needed

Meeting Location: meets in various locations

Mailing Address: P.O. Box 6740, Lancaster CA 93539

Office: (877) 906-0941

Fax: (661) 943-5279

Contact: Debbie Smith, Secretary/Program Administrator

Email: Debbie@icfaauthority.org

(Form 700 required)

Independent Cities Risk Management Authority Governing Board - ICRMA

Meets 2nd Thursday of even numbered months but are subject to change. Meetings begin at 10 a.m.

Meeting Location: Held at various locations

Mailing Address: 1100 W. Town and Country Road, Suite 1550, Orange CA 92868

Office: (800) 541-4591 or (714) 426-8503

Contact: Chris Retama, Executive Assistant

Email: info@icrma.org

(Form 700 required – no stipend given)

L.A. County Children's Planning Council Service Planning Area 7 (West Subregion)

Meets bi-monthly, every 1st Tuesday of the month from 9 am – 11 am

Meeting Location: DCFS Office, 5835 So. Eastern Avenue, 2nd Floor, Commerce CA 90040

Mailing Address: SBCC – SPA 7, 360 N. Sepulveda Blvd., Suite 2075, El Segundo CA 90245

Attention: Elisea Grimaldo

Office: (323) 832-9400

Fax (323) 832-9099

Contact: Elisea Grimaldo

(Send letter of reorganization - No Form 700 required)

League of California Cities

Meets 1st Thursday of every other month @ 6:00 p.m.

Meeting Locations: Meets at various locations

Mailing Address: 1400 "K" Street, Sacramento, CA 95814

Office: (916) 658-8200

Fax: (916) 658-8240

Contact: Jennifer Quan, Regional Public Affairs Manager II (Los Angeles Area)

Los Angeles Office: (626) 786-5142

Email: jquan@cacities.org

*(Send letter of reorganization - No Form 700 required - **only** if Member sits on a Policy Committee; must write for cost of lunches)*

*** Los Angeles County Sanitation District No.1 Stipend \$125**

Meets 2nd Wednesday of every month @ 1:30 p.m.

Meeting Location: 1955 Workman Mill Road Whittier, CA 90601-4998

Mailing Address: 1955 Workman Mill Road Whittier, CA 90601-4998

Office: (562) 699-7411

Fax: (562) 699-5422

Contact: Cheryl Sanchez

Email: csanchez@lacsdsd.org

(Form 700 required - Attention: Kim Compton @ kcompton@lacsdsd.org)

*** Eco Rapid Transit (formerly known as Orangeline Development Authority) Stipend \$125**

Meets 2nd Wednesday of every month @ 6:00 p.m.

Meeting Location: Meets at various locations

Mailing Address: 16401 Paramount Boulevard, Paramount, CA 90723

Office: (562) 663-6850

Fax: (562) 634-8216

Contact: Mike Kodama, Executive Director

Email: orangeline@gatewaycog.org

*** Southern California Association of Governments**

Delegates meet at yearly conference

818 W. Seventh Street, 12th Floor

Los Angeles, CA 90017

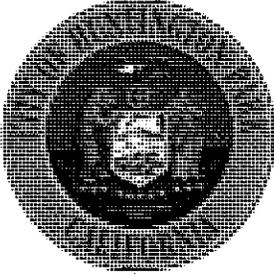
(213) 236-1800

(213) 236-1825 - fax

Contact: Lillian Harris-Neal

Email: neal@scag.ca.gov

(Form 700 required - No stipend but must report the cost of the yearly conference if attending- cost is paid fully by SCAG)



CITY OF HUNTINGTON PARK

Parks and Recreation Department

City Council Agenda Report

April 21, 2014

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:

RATIFY SUBMITTAL OF CORRECTED RESOLUTION AUTHORIZING APPLICATION FOR HOUSING RELATED PARKS GRANT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Ratify submittal of corrected Resolution No. 2014-2 authorizing the application for a Housing Related Parks Grant

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 21, 2014, City Council passed resolution number 2014-2, approving the application for grant funds from the State of California Department of Housing and Community Development under its Housing-Related Parks (HRP) program for the Salt Lake Park Splash Pad Project.

The State of California Department of Housing and Community Development has directed staff to make corrections to the approved resolution, which only include minimal changes to date in which the department released the HRP Program Application Packet.

Staff recommends that City Council ratify the submittal of the corrected resolution number 2014-2.

FISCAL IMPACT/FINANCING

There will be no impact to the General fund as a result of this action. Staff intends to use expected funding from the California Housing and Community Development 2013 Housing-Related Parks (HRP) Program as the required matching funds to complete the Splash Pad Project.

RATIFY SUBMITTAL OF CORRECTED RESOLUTION AUTHORIZING APPLICATION FOR HOUSING RELATED PARKS GRANT

April 21, 2014

Page 2 of 2

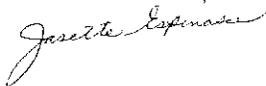
CONCLUSION

Upon ratification of submittal of corrected Resolution No. 2014-2 authorizing the application for a Housing Related Parks Grant, staff will submit the corrected resolution to the State of California Department of Housing and Community Development, proceed with the application process, and file said resolution in the City Clerk's Office.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JOSETTE ESPINOSA
Director of Parks and Recreation

ATTACHMENTS

- A. Adopted Resolution No. 2014-2
- B. Corrected Resolution No. 2014-2

DATE:
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVED AND FILED <input type="checkbox"/> CONTINUED
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SENIOR DEPUTY CITY CLERK

ATTACHMENT "A"

1 approved by the Department and in accordance with the NOFA and Program Guidelines and
2 Application Package.

3 SECTION 3. To the extent permitted by law, the Director of Parks and Recreation and/or
4 the Mayor is/are authorized to execute in the name of the City the HRP Program Application
5 Package and the HRP Grant Documents as required by the Department for participation in the
6 HRP Program.

7 SECTION 5. The City Clerk shall certify to the adoption of this resolution.

8 PASSED, APPROVED AND ADOPTED this 21st day of January, 2014.

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MARIO GOMEZ, MAYOR

ATTEST:


ROCIO MARTINEZ, SR. DEUPTY CITY CLERK

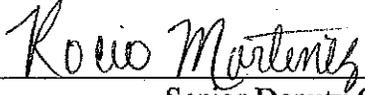
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ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HUNTINGTON PARK)

I, Rocio Martinez, Senior Deputy City Clerk of the City of Huntington Park, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being Resolution No. 2014-2 was duly passed and adopted by the City Council of the City of Huntington Park, approved and signed by the Mayor of said City, and attested to by the Senior Deputy City Clerk of said City, all at a regular meeting of the City Council held on the 21st day of January, 2014, and that the same was so passed and adopted by the following vote, to wit:

- AYES: Council Members – Perez, Gomez, Hernandez
- NOES: Council Members – None
- ABSENT: Council Members – Amezquita, Macias
- ABSTAIN: Council Members – None



Senior Deputy City Clerk

ATTACHMENT "B"

1 represented in the application are enforceable through the Standard Agreement. The City hereby
2 agrees to use the funds for eligible capital asset(s) in the manner presented in the application as
3 approved by the Department and in accordance with the NOFA and Program Guidelines and
4 Application Package.

5 SECTION 3. To the extent permitted by law, the Director of Parks and Recreation and/or
6 the Mayor is/are authorized to execute in the name of the City the HRP Program Application
7 Package and the HRP Grant Documents as required by the Department for participation in the
8 HRP Program.

9 SECTION 5. The City Clerk shall certify to the adoption of this resolution.

10 PASSED, APPROVED AND ADOPTED this 21st day of January, 2014.

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MARIO GOMEZ, MAYOR

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ATTEST:

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ROCIO MARTINEZ, SR. DEPUTY CITY CLERK

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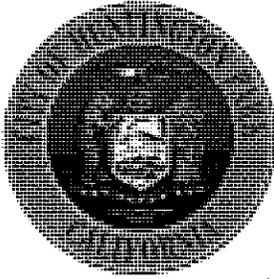
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CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

April 21, 2014

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:

AGREEMENT WITH T&T PUBLIC RELATIONS TO PROVIDE CONSULTING SERVICES RELATED TO THE DEVELOPMENT OF A STYLE GUIDE AND STANDARDS FOR THE NEW CITY LOGO.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the agreement with T&T Public Relations to develop a Style Guide and Standards for the City's new logo.
2. Authorize the City Manager to execute the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 3, 2014 the City Council approved the new City logo design presented by Primestor Development Inc. T&T Public Relations is being recommended to prepare a Style Guide and Standards for the implementation of the new City logo. T&T Public Relations Style Guide and Standards will include:

1. Illustration on acceptable uses and treatments of the logo
2. Define dual branding and usage guidelines:
 - a. City Departments
 - b. Separate outside agencies (County, State, Non-Profits etc.)
3. Recommended do's and don'ts:
 - a. Placement
 - b. Color
 - c. Fonts/typefaces
 - d. Sample templates etc.

AGREEMENT WITH T&T PUBLIC RELATIONS TO PROVIDE CONSULTING SERVICES RELATED TO THE DEVELOPMENT OF A STYLE GUIDE AND STANDARDS FOR THE NEW CITY LOGO.

April 21, 2014

Page 2 of 3

4. Develop three design concepts and rationale for:
 - a. Business cards
 - b. PowerPoint
 - c. Letterhead

City Staff and T&T Public Relations will review the recommendation and present the top two recommended design executions to the City Council for approval. T&T Public Relation fee for the Style Guide and Standards is \$15,000. This will not include the cost for printing and implementation of the standards.

FISCAL IMPACT/FINANCING

Cost of the consulting services will be paid from CDBG Administrative funds (80% or \$12,000) and General Fund (20% or \$3,000).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 20, 2014, the City requested proposals from qualified firms with experience in branding and public relations. The firms were requested to provide a fixed fee for the preparation of the Style Guide and Standards for the City logo.

Staff received proposals from three firms with various levels of experience and knowledge in the field of public relations and design. Staff reviewed written proposals, and evaluated the firms based on their experience and flat fees. All three firms have provided services to the City in the past and have excellent service. Staff is recommending the firm with the lowest priced proposal. The fees ranged from \$15,000 to \$28,000.

CONTRACTING PROCESS

Since these services are considered a small procurement, three quotes are recommended to be obtained. Staff contacted five firms that have worked for the City as well as other qualified firms that provide similar types of services for other cities. Three firms submitted a proposal.

CONCLUSION

Upon approval of the City Council, the City Manager shall execute the professional service contract based on T&T Public Relations' current fixed rate proposal. Staff will present the Style Guide and Standards recommendation at a future meeting.

AGREEMENT WITH T&T PUBLIC RELATIONS TO PROVIDE CONSULTING SERVICES RELATED TO THE DEVELOPMENT OF A STYLE GUIDE AND STANDARDS FOR THE NEW CITY LOGO.

April 21, 2014

Page 3 of 3

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JULIO MORALES
Director of Finance

ATTACHMENTS:

A: Agreement with T&T Public Relations

DATE:	
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL	
<input type="checkbox"/>	APPROVED
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SENIOR DEPUTY CITY CLERK	

ATTACHMENT "A"

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of April 21, 2014, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City"), and T&T PUBLIC RELATIONS, INC., a California corporation ("Consultant").

NOW THEREFORE, the parties hereto agree as follows:

SECTION ONE: SERVICES OF CONSULTANT

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

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

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

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

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

SECTION TWO: COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in a total amount not to exceed Fifteen Thousand Dollars (\$15,000) (the "Contract Sum"), except as provided in Section 1.2.

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

SECTION THREE: PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed within nine months of signed contract. Extensions may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the forced delay when and if in his or her judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 Term. Unless earlier terminated in accordance with Sections 7.11 or 7.12 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, except as otherwise provided in Section 3.2.

SECTION FOUR: COORDINATION OF WORK

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

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

SECTION FIVE: INSURANCE AND INDEMNIFICATION

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

5.2 Consultant shall take out and maintain the following insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a

loss under said policy; the City of Huntington Park shall not be liable for the payment of premiums or assessments on this policy.”

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

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

5.4 Evidence of Coverage: Consultant shall at the time of the execution of the Agreement present to City the original policies of insurance required by this Section 5 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer’s representative. All policies shall contain the Consultant’s name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City. Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

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

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

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

5.8 Workers’ Compensation Insurance. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. To the extent required by law, Consultants and subconsultants will keep Workers’ Compensation Insurance for their employees in effect during all work covered by this Agreement. In the event

Consultant has no employees requiring Consultant to provide Workers' Compensation Insurance, Consultant shall so certify to the City in writing prior to the City's execution of this Agreement. The City shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this section or with the provisions of law relating to Worker's Compensation.

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

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

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

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

SECTION SIX: RECORDS AND REPORTS.

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

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

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

full rights of ownership of the documents and materials hereunder. Consultant shall cause all subconsultants to assign to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages suffered thereby.

SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

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

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

SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION NINE: MISCELLANEOUS

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

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

To Consultant: T&T PUBLIC RELATIONS, INC.
Attention: Eneida M. Talleda
24325 Crenshaw Blvd., #268
Torrance, CA 90505

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

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

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

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

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

[SIGNATURES BEGIN ON NEXT PAGE]

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

CITY:

CITY OF HUNTINGTON PARK

CONSULTANT:

T&T PUBLIC RELATIONS, INC.

By: _____
René Bobadilla, City Manager
City of Huntington Park

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
Rocio Martinez, Sr. Deputy City Clerk
City of Huntington Park

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: _____
Todd O. Litfin, Interim City Attorney
City of Huntington Park

EXHIBIT A

PROPOSAL

March 25, 2014

Mr. Manuel Acosta
Housing and Community Development Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Submitted via email:
macosta@huntingtonpark.org

Re: RFQ for Huntington Park Style Guide for City Logo

Dear Manuel,

Thank you for the opportunity to respond to the City of Huntington Park's request for qualifications/quotes to develop a Style Guide for the city's newly redesigned logo. Below is our estimate for performing the tasks you outlined. Also attached is information on T&T Public Relations, two case studies detailing our relevant experience, and short biographies of key personnel.

Per your request, T&T Public Relations will complete the following tasks:

- Conduct interviews and other relevant assessments in order to develop a narrative that accurately depicts the framework within which the logo was adopted and conveys its "essence"
 - What does the design symbolize or depict?
 - How is it relevant to today's HP?
 - What's unique about the new logo?
- Develop Style Guide and Standards for the new Huntington Park city logo
 - Illustrate acceptable uses/treatments of logo: Color, Black & White, Grayscale
 - Define dual branding & usage guidelines: how to pair with city departments that maintain use of separate logo, how to pair with partner agencies, such as LA County, state of California, or co-branding with sponsors and funding partners
 - Recommendations for do's and don'ts of logo placement, color palette, preferred fonts/typefaces, sample templates, etc.
 - Prepare draft of document, submit to department/city manager for review and feedback
 - Finalize document based on feedback
- Develop three preliminary design executions for Business Cards
 - Three design concepts & rationale for each design
- Develop three preliminary design executions for a PowerPoint presentation
 - Three design concepts & rationale for each design
- Develop three preliminary executions for Letterhead
 - Three design concepts & rationale for each design
- Present the preliminary design executions and rationales to department heads/city manager
 - Obtain feedback on designs, color & typeface preferences, etc.
- Modify top two design executions based on feedback (if needed) & present to department heads/city manager for review and approval
- Present top two design executions and rationales to City Council
 - Obtain feedback on designs color & typeface preferences
 - Obtain consensus on one execution to be finalized

- Create black & white and grayscale versions of the new City logo
 - For use on fax cover sheets, advertising, documents for photocopying
- Create and provide art (vector) files of the final & approved designs for the Business Cards and Letterhead design, and final template for the PowerPoint presentation
- Provide recommendations for rollout to city personnel and other key stakeholders

Estimated budget: \$ 15,000.00

If selected, T&T PR can begin work on this project immediately, working closely with you and other city personnel to help ensure you meet your deadlines.

Please let us know if you have any questions. We look forward to hearing from you soon.

Regards,



Eneida Talleda
Senior Partner



Phyllis Tucker
Senior Partner

Attachments:

Agency Capabilities

Case Studies

Biographies of Key Personnel

T&T Public Relations offers senior-level communications counsel to private and public sector clients. We provide communications solutions to help clients create and maintain relevancy and communicate effectively with their customers and stakeholders.



With more than 33 years combined experience, the firm’s principals have successfully planned and executed comprehensive public education and marketing programs on state, county and city levels to address a variety of social issues, marketing challenges and corporate initiatives. We are experts in reaching specific audiences and overcoming obstacles to change perceptions leading to a more informed, engaged, and empowered target audience. The firm offers communications counsel to private and public sector clients in the following PR disciplines:

- Marketing Communications
- Public Education & Public Awareness
- Media Relations
- Community & Stakeholder Outreach
- Corporate Communications
- Media Campaigns
- Multicultural Communications
- Event Management

■ **Marketing Communications Experience**

Understanding that the marketplace is crowded and attention spans are shrinking, we design marketing communications programs that communicate with consumers effectively and efficiently from the onset. We know it’s important to listen to these audiences, and have experience in conducting primary and secondary research, including focus groups, which inform strategic plans.

We help clients work through the branding exercise to create messaging and a visual identity, helping to ensure consistency for their campaign or program with a unified “look and feel.” We create marketing communications materials – pamphlets, brochures, branded incentive items – that illustrate our clients’ attributes and speak to audiences in a succinct way.

■ **Past & Current Clients**

CA Department of Public Health · California Emerging Technology Fund · CA Public Utilities Commission · CA Department of Consumer Affairs · City of Huntington Park · PG&E · Hewlett-Packard · California Telehealth Network · Tournament of Roses · UCLA Health Systems · Women’s Clinic · Avery Dennison Foundation · Metro (LA County Metropolitan Transportation Authority) · SCAG (Southern California Association of Governments)



Client: City of Huntington Park, California

Project: Urban Illegal Dumping Campaign

Challenge: Develop branded marketing campaign to educate the city's bilingual population, including residents and business owners about the urgent need to stop illegal dumping in the city.

**Let's
Keep HP
Clean &
Beautiful**

Strategic Approach: Create a bilingual outreach campaign that explains the issue to target audiences and provides an easy solution and call to action.

- Tactical Elements:**
- Created a visual identity for the campaign – that worked both in English and Spanish – that was used in all communications to residents and business owners.
 - Developed key messages platform to ensure materials and spokespersons projected the same information consistently.
 - Created outreach bilingual materials for distribution via direct mail, events, etc.
 - Created presentation for city officials for use at meetings with residents.
 - Created copy for inclusion in city newsletter.



Client: Keep America Beautiful with City of Huntington Park, California

Project: Curbside Recycling Program

Challenge: Motivate the city's predominantly Hispanic residents to recycle at home – beyond returning bottles and cans at redemption centers.

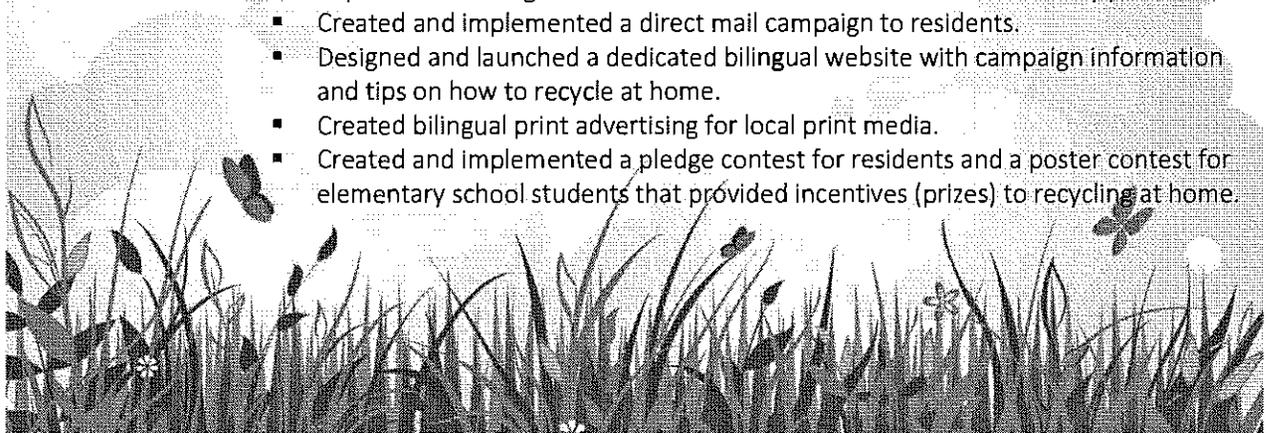


**In Huntington Park
Recycling is Natural**

... And more than recycling bottles and cans.

Strategic Approach: Create a compelling, culturally appropriate campaign to raise awareness about the ease and importance of curbside recycling.

- Tactical Elements:**
- Leveraged partnership between Keep America Beautiful, the City of Huntington Park and Waste Management, the city's waste hauler.
 - Conducted Spanish-language focus groups with residents to determine appropriate messaging and identify barriers and motivators to recycling.
 - Created a visual identity for the entire campaign, ensuring a consistent look and feel that worked in both English and Spanish.
 - Planned a launch event at City Hall with city officials issuing a Proclamation to encourage businesses, schools and residents to recycle at home.
 - Implemented bilingual media outreach to local ethnic and community press.
 - Created and implemented a direct mail campaign to residents.
 - Designed and launched a dedicated bilingual website with campaign information and tips on how to recycle at home.
 - Created bilingual print advertising for local print media.
 - Created and implemented a pledge contest for residents and a poster contest for elementary school students that provided incentives (prizes) to recycling at home.



■ Biographies of Key Personnel



Eneida Talleda
Senior Partner

Eneida Talleda is a senior partner at T&T Public Relations where she creates and implements public relations and marketing communications programs on behalf of clients. She specializes in multicultural communications, social marketing, community outreach, strategic planning, advertising consulting and consumer education, with an emphasis in Hispanic communications.

Eneida provided strategic communications counsel to Huntington Park's Department of Public Works for its Urban Illegal Dumping public education campaign, including message development, creation of a visual identity, development of suite of bilingual educational and presentation materials, and community outreach.

Prior to establishing T&T Public Relations, Eneida was a vice president at H+K Strategies where she worked for 17 years in the corporate and marketing services group. She managed numerous award-winning campaigns including the "In Huntington Park Recycling is Natural" public education campaign.

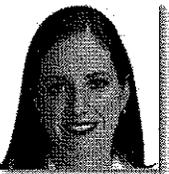


Phyllis Tucker
Senior Partner

Phyllis Tucker is a senior partner at T&T Public Relations where she designs communication programs for employees, consumers, diversity populations and small businesses on behalf of public and private sector clients in California and the U.S. Phyllis specializes in African American communications and helping companies communicate with underserved and underrepresented populations.

For Huntington Park, Phyllis provided strategic counsel the city's Department of Public Works' Illegal Dumping Campaign, a public education and outreach effort aimed at eliminating unwanted bulky items and debris from the city's neighborhoods and main thoroughfares.

Prior to establishing T&T Public Relations, Phyllis was senior vice president at H+K Strategies where she worked for 14 years in the corporate services group. Phyllis helped launch the groundbreaking "Get Connected" campaign for the California Emerging Technology Fund which encompassed research, advertising, messaging, community outreach and branding.



Andrea Leon-Grossman
Art Director & Graphic Designer

Andrea is an award-winning art director with more than 15 years' creative experience with proven success in developing visual campaigns and delivering results. She is a passionate bilingual and bicultural communications professional with an outstanding record of accomplishment and extensive experience in all aspects of design, from branding to editorial.

Andrea has worked both in-house as a creative director and in boutique and top-ten agencies. As an artist and a strategist, she has worked with both mainstream and niche markets, making her a well-rounded communicator.

Among her many accomplishments, Andrea was the creative force behind both the "In Huntington Park Recycling is Natural" and "Help Keep HP Clean & Beautiful" public education campaigns, designing the visual elements for each project, including logos, posters, brochures, advertising, and direct mail pieces.

Thank You



Contact:

Eneida Talleda

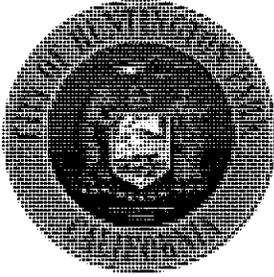
(310) 874-2329

Eneida.Talleda@TandTpublicrelations.com

Phyllis Tucker

(818) 633-0162

Phyllis.Tucker@TandTpublicrelations.com



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

April 21, 2014

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:

AMENDMENT TO A SUBRECIPIENT AGREEMENT WITH LIFE SKILLS TRAINING AND EDUCATION PROGRAMS INC. TO PROVIDE A RENTAL ASSISTANCE PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the amendment to the subrecipient agreement with Life Skills Training and Education for the implementation of a rental assistance program (HOME Tenant Based Rental Assistance)
2. Authorize the City Manager to execute the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 6, 2013, City Council approved an amendment to both Consolidated Plan and Annual Action Plan for the City's Community Development Block Grant (CDBG) and HOME grant programs. The amendment approved the development of a Tenant Based Rental Assistance (TBRA) program, and allocated \$1,000,000 in HOME funds towards the program over a three-year period. The TBRA program was designed to assist seniors living in age-restricted units in the community; the TBRA program is currently assisting 88 seniors, who are currently living in Huntington Plaza Apartments.

The TBRA program also allowed the City to meet a Housing and Urban Development (HUD) funding deadline, which required the City to commit program monies by July 1, 2013, otherwise risk losing nearly \$300,000 in HOME monies.

AMENDMENT TO A SUBRECIPIENT AGREEMENT WITH LIFE SKILLS TRAINING AND EDUCATION PROGRAMS INC. TO PROVIDE A RENTAL ASSISTANCE PROGRAM

April 21, 2014

Page 2 of 3

HOME's TBRA program guidelines limit rental assistance to 24 months; therefore, the program is not common – only a few cities in the United States have implemented such a program. As a result, it was difficult to find a non-profit to assist in the design and implementation of the program. The City entered into a HOME Program Subrecipient Agreement with Life Skills Training and Education (LifeSteps) on July 1, 2013 to implement the program. The search for an appropriate non-profit partner and steep learning curve caused an initial delay in providing tenants a subsidy, which commenced on September 1, 2013, opposed to the initially announced July 1, 2014 target date.

Although the City met the commitment deadline for the HOME funds, HUD had some issues with the language/structure of the subrecipient agreement. After several months of communication, HUD provided specific recommended language to amend in the agreement.

The amended language consists of the following modifications:

1. Removing any mention of a site specific project in the agreement (i.e. Huntington Plaza Apartment)
2. Adding families residing in affordable and age-restricted rental apartments within the City of Huntington Park.

HUD has only provided a 15-day window to amend the agreement, otherwise risk the loss of \$300,000 in HOME monies (i.e., City would have to pay back HUD \$300,000).

Once approved, the City's TBRA program would become HUD eligible and the City would meet the HOME obligation.

FISCAL IMPACT/FINANCING

Failure to adopt these amendments to the Subrecipient Agreement would require the City to pay back HUD \$295,000 in TBRA monies already spent. These monies would need to be repaid from General Fund reserves.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Initially the TBRA program was designed to assist seniors at Huntington Plaza Apartments, during the rehabilitation of the project. Staff confirmed with the local HUD Office on the program design and eligibility and it was approved. After further review from HUD Headquarters in Washington D.C., they did not concur with the eligibility of the program. HUD provided direction on how to correct the subrecipient agreement to make the program eligible and consistent with our Annual Action Plan and Consolidated

AMENDMENT TO A SUBRECIPIENT AGREEMENT WITH LIFE SKILLS TRAINING AND EDUCATION PROGRAMS INC. TO PROVIDE A RENTAL ASSISTANCE PROGRAM

April 21, 2014
Page 3 of 3

Plan. HUD's assistance in providing a remedy to our HOME shortfall and deobligation issue was unprecedented according to our local HUD representative.

CONCLUSION

Upon approval by City Council, the City Manager shall execute the amendment to the subrecipient agreement. In July 2014, staff will be submitting a second amendment to the TBRA to increase the contract/budget amount to assist 18 additional seniors in the City.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JULIO MORALES
Director of Finance

ATTACHMENTS:

A: Amendment to the Subrecipient Agreement with LifeSteps

DATE:
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVED AND FILED <input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
SENIOR DEPUTY CITY CLERK

ATTACHMENT "A"

**FIRST AMENDMENT TO
HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF HUNTINGTON PARK
AND
LIFE SKILLS TRAINING AND EDUCATIONAL PROGRAMS, INC.**

THIS FIRST AMENDMENT TO HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM SUBRECIPIENT AGREEMENT ("Amendment") is made and entered into as of April __, 2014, by and between the CITY OF HUNTINGTON PARK, a municipal corporation of the State of California, hereinafter referred to as "CITY," and Life Skills Training and Educational Programs, Inc., a California nonprofit public benefit corporation under the laws of the State of California, hereinafter referred to as "SUBRECIPIENT."

RECITALS

A. CITY and SUBRECIPIENT are parties to that certain HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM SUBRECIPIENT AGREEMENT, dated July 31, 2013 (the "Original Agreement"). The Original Agreement, as modified by this Amendment, may be referred to herein collectively as the "Agreement." Unless otherwise expressly set forth herein, capitalized terms used herein shall have the meanings set forth in the Original Agreement.

B. The U.S. Department of Housing and Urban Development ("HUD") has requested that certain language in the Original Agreement be amended.

B. Pursuant to HUD's request, CITY and SUBRECIPIENT desire to amend and modify the Original Agreement in accordance with the terms and provisions set forth herein.

AMENDMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Paragraph No. 3 in the Recitals of the Original Agreement is hereby deleted in its entirety and replaced with the following:

The CITY wishes to engage the SUBRECIPIENT to operate the HOME Tenant Based Rental Assistance Program to provide rental housing assistance payments to low income families residing in affordable and age-restricted rental apartment located in the City of Huntington Park; and

2. Exhibit "A" to the Original Agreement is hereby deleted in its entirety and replaced with the attached Exhibit A (the "Scope of Services"), which Scope of Services shall be incorporated into the Agreement by this reference.

3. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this Amendment, the parties may execute and exchange by facsimile or electronic mail counterparts of the signature pages which facsimile or electronic mail counterparts shall be binding as original signature pages.

4. The Original Agreement, together with this Amendment, embodies the entire understanding between CITY and SUBRECIPIENT with respect to its subject matter and can be changed only by an instrument in writing signed by CITY and SUBRECIPIENT.

5. Except as modified by this Amendment, the Original Agreement is ratified, in full force and effect, and incorporated herein by this reference.

[Signature page follows]

IN WITNESS WHEREOF, the City Manager of the City of Huntington Park has caused this Amendment to be subscribed and attested by the City Clerk hereof, and the SUBRECIPIENT has subscribed the same through its authorized officer, the day, month and year first above written.

SUBRECIPIENT:

CITY:

Life Skills Training and Educational Programs, Inc., a California nonprofit public benefit corporation

CITY OF HUNTINGTON PARK, a municipal corporation

By: _____
Craig A. Gillett
President

By: _____
Rene Bobadilla
City Manager

Dated: _____

Dated: _____

Approved as to Form:

Attest:

By: _____
City Attorney

By: _____
City Clerk

Dated: _____

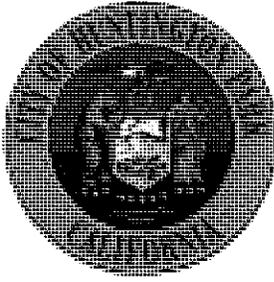
Dated: _____

EXHIBIT A
SCOPE OF SERVICES
FY 2013-2014

- A. The Project. The Project is intended to use HOME funds of CITY as a Tenant Based Rental Assistance (the "TBRA Funds") to provide rental housing payments ("Rental Assistance") to low and moderate-income persons and/or families whose income does not exceed 60% of area median income and who reside in affordable and/or age restricted apartments units and do not receive rental assistance from other public sources (a "Qualifying Tenant").
- B. Tasks to be Performed. The principal tasks, which the SUBRECIPIENT will perform in connection with the Project are as follows:
1. Conduct outreach to potential Qualifying Tenants in the community to inform said potential Qualifying Tenants of the availability of the Project. When possible, outreach will be conducted in both English and Spanish.
 2. Accept applications and perform eligibility determinations for potential Qualifying Tenants. The TBRA Funds must be used for clients whose family income does not exceed 60% of area median income. This must be verified by the SUBRECIPIENT and kept in the client's file.
 3. Maintain program and financial records documenting the eligibility of any Qualifying Tenant who receives Rental Assistance.
 4. Make payments of TBRA Funds to the owner of the Apartment in amounts equal to the applicable Rental Assistance for the Qualifying Tenants..
 5. Maintain a file for each Qualifying Tenant who receives Rental Assistance. The file should include documentation of the applicant's eligibility determination and eligibility including:
 - Copy of leases and lease addendums.
 - Calculations of amount being paid by the household for rent and utilities, Rental Assistance's share of the payment.
 - Determination of rent reasonableness as may be required by applicable rules and regulations.
 - Income certification and recertification.
- C. Disbursement of TBRA Funds. The TBRA Funds shall be disbursed in the following manner:
1. The SUBRECIPIENT shall deliver to the CITY a monthly payment report (a "Monthly Report") setting forth the number of Qualifying Tenants in the Apartment Complex for the month, the calculation of the Rental Assistance for the month, and

the amount of TBRA Funds to be disbursed for the month (the "Monthly Disbursal Amount").

2. Upon receipt of the Monthly Report, the CITY shall pay to the SUBRECIPIENT from TBRA Funds an amount equal to the Monthly Disbursal Amount within ten (10) days of receipt of the Monthly Report. Notwithstanding anything to the contrary set forth herein, to the extent the CITY disputes any portion of the Monthly Report, the CITY may withhold payment of the specific disputed portion but shall fund all non-disputed portions within said ten (10) day period.
3. Upon receipt of the Monthly Disbursal Amount, the SUBRECIPIENT shall pay the Monthly Disbursal Amount to the owner of the Apartment for the sole purpose of funding the Qualifying Tenants' Rental Assistance.



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

April 21, 2014

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 4TH OF JULY FIREWORKS DISPLAY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the agreement with Pyro Engineering Inc. DBA Bay Fireworks to provide pyrotechnic services for the City of Huntington Park's 2014 4th of July Celebration.
2. Authorize the City Manager to sign the agreement between the City of Huntington Park and Pyro Engineering Inc. DBA Bay Fireworks

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

City staff has completed a public bid process to contract for pyrotechnic services related to the City's 4th of July Celebration. The public event will be held on Friday, July 4, 2014, at Salt Lake Park.

The fireworks display to be provided under the terms of the agreement includes the following components:

- a. Opening: 3" Sky Concert Opening Salutes (Quantity: 15 shots)
- b. Main Body: 3" Sky Concert Selections (Quantity: 10,000 shots)
- c. Pyrotechnic Devices: Sousa Platinum Line Custom Multishot Device (Quantity: 700 shots)
- d. Grand Finale: 2.5" Sky Concert Finale Shells (Quantity: 270 shots)
- e. Full sound reinforcement
- f. Total bombardments: 11,683

REQUEST APPROVAL TO AWARD BID FOR 4TH OF JULY FIREWORKS DISPLAY

April 21, 2014

Page 2 of 2

FISCAL IMPACT/FINANCING

The bid submitted by Pyro Engineering Inc. DBA Bay Fireworks is for \$25,000. Payment for this service would be issued out of account number 111-0240-466.55-40.

CONTRACTING PROCESS

The Request for Proposal (RFP) was approved at the regularly scheduled City Council meeting of February 3, 2014. The RFP was subsequently advertised in the newspaper, published on the City website, and distributed directly to qualified pyrotechnic companies. One bid was submitted to the City by the April 7, 2014, deadline. Pyro Engineering Inc's bid was determined to meet all requirements stated in the RFP and within the approved event budget.

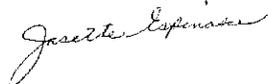
CONCLUSION

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.



JOSETTE ESPINOSA
Director of Parks and Recreation

ATTACHMENTS

- A. Request for Proposal – Production of 2014 4th of July Fireworks Display
- B. Vendor Proposal - Pyro Engineering Inc. DBA Bay Fireworks
- C. Personal Services Agreement

ATTACHMENT "A"

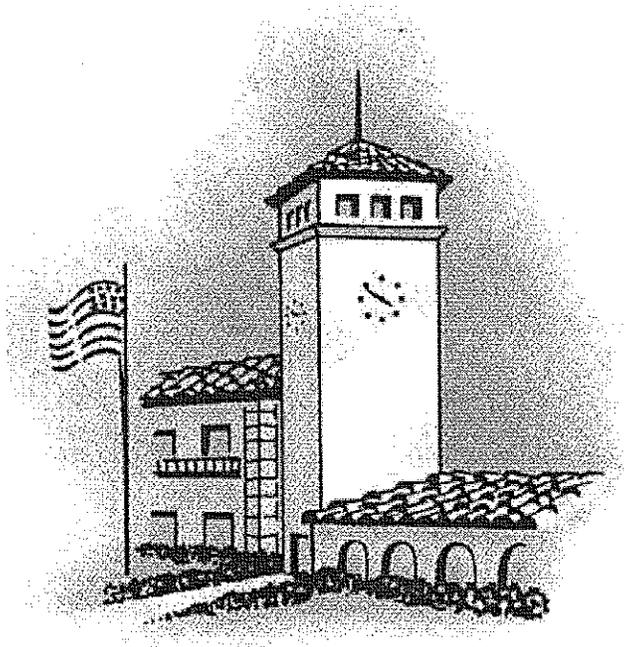
REQUEST FOR PROPOSALS

Production of 2014 4th of July Fireworks Display

Proposals Due by 2 p.m. on Tuesday, April 7, 2014

Submit Proposals to:

City of Huntington Park
City Clerk
Re: 4th of July Fireworks Display
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

INTRODUCTION

The City of Huntington Park is seeking a contractor to provide a professional fireworks display for the City's 2014 4th of July Celebration, as described in the Scope of Required Services section of this Request for Proposals (RFP).

This RFP describes the required scope of services 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.

All inquiries concerning this RFP should be directed to:

Josette Espinosa
Director of Parks & Recreation
(323) 584-6216
jespinosa@huntingtonpark.org

EVENT LOCATION

The 4th of July fireworks display will be held on Friday, July 4, 2014, at Salt Lake Park, 3401 E. Florence Ave., Huntington Park, CA 90255.

TERM OF AGREEMENT

The term of the agreement shall be from **April 21, 2014**, and will continue until the agreed services have been completed unless sooner terminated pursuant to the terms of the agreement.

RESERVATION

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this proposal. If the revisions require additional time to enable proposing company or individual to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date. All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected. The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required. This request for proposal does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this request become the property of the City of Huntington Park.

REQUIREMENTS

Contractor shall maintain policies of comprehensive public liability and property damage insurance with limits of not less than \$5,000,000 per occurrence.

Contractor shall add the City, its officers, employees and agents as additional insured on any policy of insurance required under this Agreement.

Contractor shall provide the City evidence of the insurance required herein satisfactory to the City consisting of certificates of insurance that attach separate additional insured endorsement pages (form CG 20 10 11 85) that will show the City of Huntington Park, its officers, employees, and agents as additional insured.

Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any employee or agent of the City. Certificates of insurance are to reflect that such coverage provides 30 days prior notice to the City by certified mail of any cancellation or reduction in available limits or changes in the terms of coverage.

Contractor shall assume all responsibility for damages to property or injuries to persons, including accidental death, which may be caused by the Contractors performance, whether such performance be by itself, its sub-consultant, or anyone directly or indirectly employed by it and whether such damage shall accrue or be discovered before or after termination of the contract. The City shall be provided a certificate of insurance verifying the Contractors liability insurance coverage.

The Contractor agrees to maintain at its expense, during the term of this Agreement, all necessary insurance for its employees engaged in the performance of this Agreement, including, but not limited to, workers' compensation insurance, and to provide the City with satisfactory evidence of such insurance coverage upon the City's request.

The Contractor agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Contractor agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

Contractor agrees to comply with all City, County, State and Federal requirements for the use of pyrotechnic devices and displays.

The Contractor agrees to comply with all requirements of the Immigration Reform and Control Act of 1986 ("Act"). The Contractor agrees to defend, indemnify and hold the City of Huntington Park harmless from any penalties imposed as a result of non-compliance with the Act.

SCOPE OF REQUIRED SERVICES

The scope of required services will include the components listed below. Throughout this RFP, references to “director” shall mean “director of parks and recreation” and references to “contractor” shall mean “fireworks display contractor.”

The contractor must include the following information/items in its bid package:

- All required permit filings
- Description of plans for storage and delivery of fireworks
- Itemized list of all equipment to be used to produce the display, including list of shell sizes
- Detailed show description with number and type of shells for show and finale
- Description of low-level display and aerial show
- Description of electronically fired display
- Description of fireworks display to be choreographed to music
- Two CDs of music to be used in display for approval (to be provided to director 10 days before the fireworks display)
- Two CDs of music to be used in display (to be provided to director on July 4)
- Provide no less than two technicians, including a duly licensed pyrotechnic operator, to deliver, set up, and take charge of, along with sufficient helpers, the safe and orderly discharge and display of live pyrotechnical devices; including but not limited to the removal and disposal of any debris, trash, or residue from such display, any active but unused pyrotechnical devices, any defective or partially discharged pyrotechnical devices and all equipment, wires or tools used to present and explode such devices (to be provided July 4).
- Upon award of bid, contractor shall supply the director with a detailed plan including designated fall out area.

Description	Qty/Shots
Multi-shot barrage units (body and finale)	
200 shot white glittering w/blue pistil	4/800
400 shot "Z" shape color falling leaves w/blue pistil	4/1,600
90 shot "W" shape gold willow comet w/blue pistil	5/450
100 shot "V" shape rapid fire blue stars	4/400
200 shot "Z" shape rapid fire zig-zag red stars	4/800
100 shot "Z" shape rapid fire zig-zag blue stars	5/500
144s peacock begin	5/720
100s color strobe willow	4/400
1,000 shot golden crackling crossettes	5/5,000
Subtotal shots:	40/10,670
Opening section	
Two-and-a-half-inch shells	50
Three-inch shells	20
Body of program	
Two-and-a-half-inch shells	288
Three-inch shells	225
Grand finale	
Two-and-a-half-inch shells	270
Three-inch shells	160
Sound reinforcement included	Yes
Show total shots:	11,683

Business License

Contractor must be properly licensed with the Huntington Park Finance Department.

Payment

City shall pay contractor 50% of the total compensation on **Friday, June 20, 2014**. Final 50% of the total compensation shall be paid on **Monday, July 7, 2014**, the first business day following the fireworks display date. Payment shall be made payable to the contractor.

TIME SCHEDULE

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

March 4, 2014	RFP is released
April 7, 2014	Proposals due
April 21, 2014	City Council awards contract

PROPOSAL REQUIREMENTS

Format – Proposals shall be made using the worksheets contained in this RFP plus a separate Statement of Qualifications. Bidders are to submit three sets of the following documents.

1. **Bid Sheet** – Completed “Bid Sheet.”
2. **Itemized Price List** – See “Bid Sheet” for more information.
3. **Show Description** – Provide all descriptions of fireworks display as required in Scope of Services section of this RFP.
4. **Statement of Qualifications** – On a separate sheet of paper, describe your company’s experience in producing fireworks displays. Include information about how many years of experience your company has in providing services similar to those described in the Scope of Services section of this RFP.
5. **References** – Completed “References” sheet. Include references for work your company has performed that is relevant to this RFP.

Blank spaces in the proposal must be properly filled in and the phraseology of the proposal form must not be changed. Any unauthorized conditions, limitations, or provisos attached may render it unacceptable and cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal over the signature of the bidder. Contractors are invited to be present at the opening of proposals. A corporation submitting a proposal may be required, before the contract is fully awarded, to furnish a certificate as to its corporate existence and satisfactory evidence as to the authority of the officer or officers authorized to execute the contract on behalf of the corporation.

SELECTION PROCESS

Proposals will be evaluated by city staff on the basis of the areas listed in the "Proposal Requirements" section of this RFP. Contractors may be invited to make an oral presentation. Evaluation and subsequent selection of a qualified contractor is competitive.

The contract will be awarded to the lowest responsible bidder, except if the City deems acceptance of the lowest responsible bid is not in the best interest of the Agency, it may reject all bids and advertise for other bids, in accordance with all applicable laws and/or other provisions of this Request For Proposal and the incorporated document of the same.

The award of the contract, if it be awarded, will be made within sixty (60) days after the opening of the proposals, or according to the Time Schedule listed above herein (whichever is sooner), to the lowest responsible and qualified bidder whose proposal complies with all the prescribed requirements. However, until an award is made, the right will be reserved to City to reject any or all bids and to waive technical errors or discrepancies if to do so is deemed to best serve the interest of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder whom it is proposed to make such an award.

The City shall be the exclusive judge as to the responsibility of a bidder, and in ascertaining that fact the City will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar public works operation of the various bidders.

A Contractor may withdraw his bid at any time prior to the time fixed in the public notice for the opening of bids by filing with the City, its clerk or secretary, a written request for the withdrawal of the bid. The Contractor or his duly authorized representative shall execute the request. The withdrawal of a bid shall not prejudice the right of the Contractor to file a new bid within the time limit.

SUBMITTAL REQUIREMENTS

Quantity – Three original copies of the proposal must be submitted. No faxed or electronically mailed versions will be accepted. Envelopes must state the company name.

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

2 p.m. on Tuesday, April 7, 2014

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

City of Huntington Park
City Clerk
Re: 4th of July Fireworks Display
6550 Miles Avenue
Huntington Park, CA 90255

BID SHEET

(This page must be completed and submitted as part of your proposal package)

Company Name: _____

Primary Contact Name/Title: _____

Company Address: _____

Telephone #: _____ Fax #: _____

E-mail Address: _____

The term of the agreement shall be from April 21, 2014, and will continue until the agreed services have been completed unless sooner terminated pursuant to the terms of the agreement.

Total program price inclusive of insurance,
operator, and transportation:

\$ _____

PLEASE NOTE: Contractor's bid must include an itemized price list for all costs associated with the fireworks display.

REFERENCES

(This page must be completed and submitted as part of your proposal package)

Company name: _____

1. **Organization/Agency:** _____

Address: _____

Contact Person: _____ Telephone #: _____

Type of Work Performed: _____

Term of Contract: _____

2. **Organization/Agency:** _____

Address: _____

Contact Person: _____ Telephone #: _____

Type of Work Performed: _____

Term of Contract: _____

3. **Organization/Agency:** _____

Address: _____

Contact Person: _____ Telephone #: _____

Type of Work Performed: _____

Term of Contract: _____

4. **Organization/Agency:** _____

Address: _____

Contact Person: _____ Telephone #: _____

Type of Work Performed: _____

Term of Contract: _____

ATTACHMENT "B"

BID SHEET

(This page must be completed and submitted as part of your proposal package)

Company Name: *Pyro Technicians Inc DBA Bay Fireworks*

Primary Contact Name/Title: *Dennis Brady Jr*

Company Address: *999 South Oyster Bay Rd Suite 111 Bethpage NY 11714*

Telephone #: *516-577-5302*

Fax #: *516-577-5307*

E-mail Address: *Dennis@BayFireworks.com*

The term of the agreement shall be from **April 21, 2014**, and will continue until the agreed services have been completed unless sooner terminated pursuant to the terms of the agreement.

Total program price inclusive of insurance, operator, and transportation:	\$ <u><i>25,000⁰⁰</i></u>
---	--------------------------------------

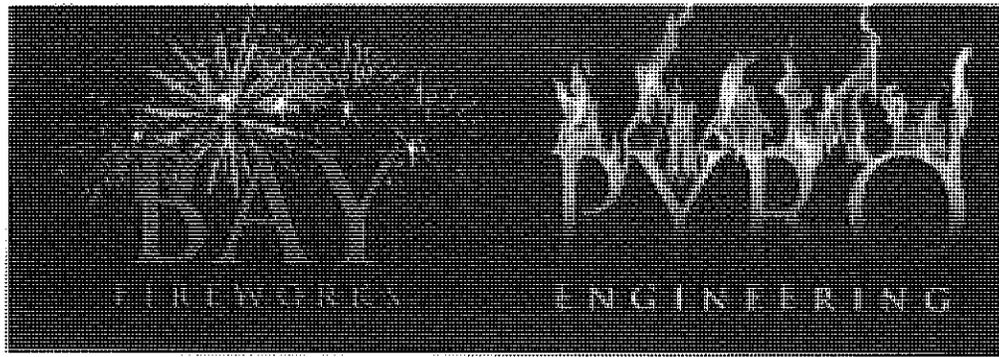
PLEASE NOTE: Contractor's bid must include an itemized price list for all costs associated with the fireworks display.

Contact Person: DENNIS BRADY

Telephone #: 570-597-5502

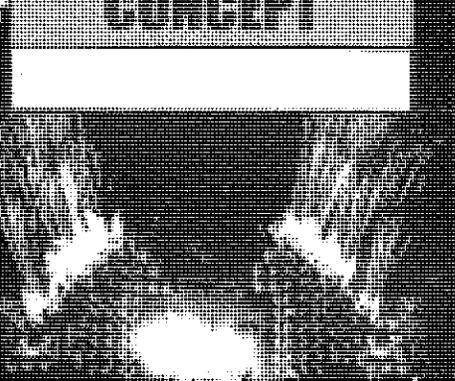
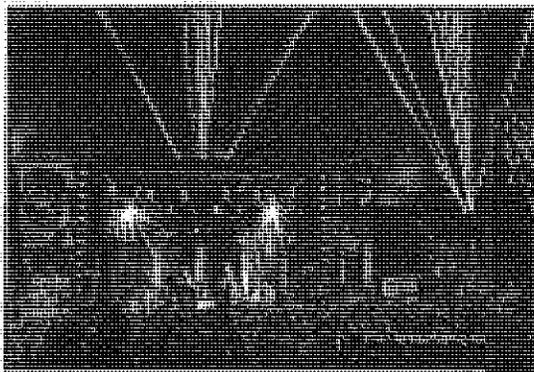
Type of Work Performed: FIREWORKS

Term of Contract:

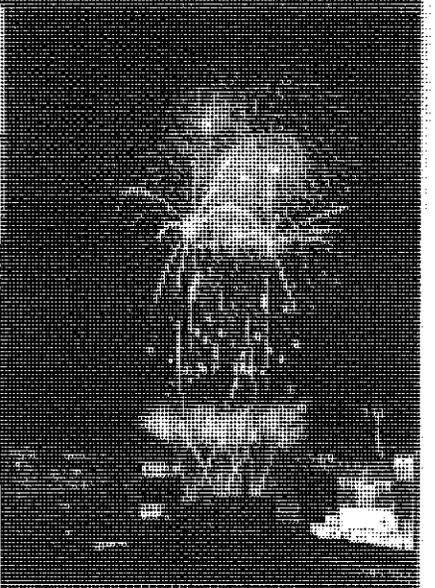
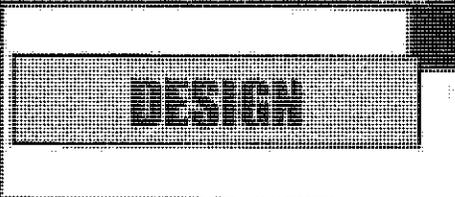
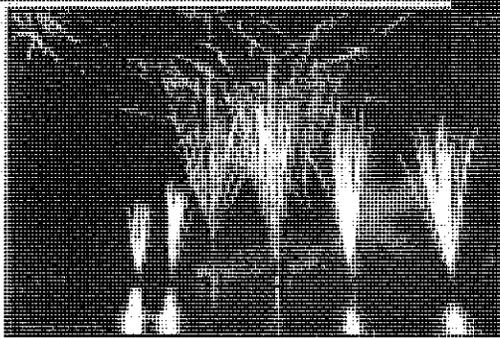


Technical & Creative Proposal

CONCEPT

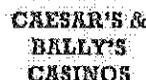
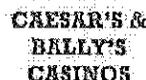
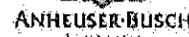
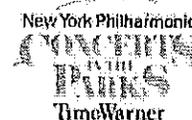
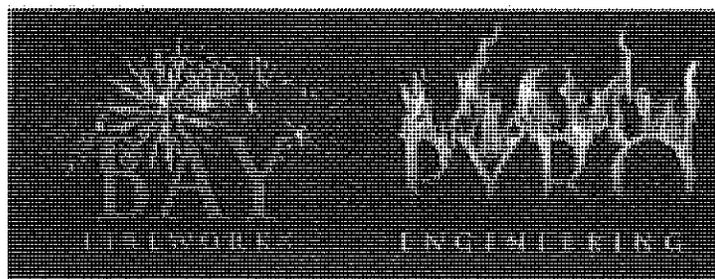


DESIGN



PRODUCTION





PRESENTS

CITY OF HUNTINGTON PARK *Fireworks Spectacular*

JULY 4, 2014

Featuring

- * The Most Creative Pyrotechnical Staff in the Business.
- * A Huge Variety of World Class Quality Aerial Pyrotechnics.
- * Comprehensive Insurance Coverage on an Occurrence Form Basis, with a World-Known, Top Rated Carrier.
- * Our Professional Media and Public Relations Department to Assist you in Event Promotion.
- * A Logistical Team and Office Staff who are Totally Dedicated to the Success of Your Fireworks Program.
- * Our State-of-the-Art, Multi Media Production Services, featuring program media on the latest digital format.
- * Spectacular computer designed, digitally fired fireworks performances, featuring the Fire One® computer system.



CLUB MANAGERS ASSOCIATION OF AMERICA

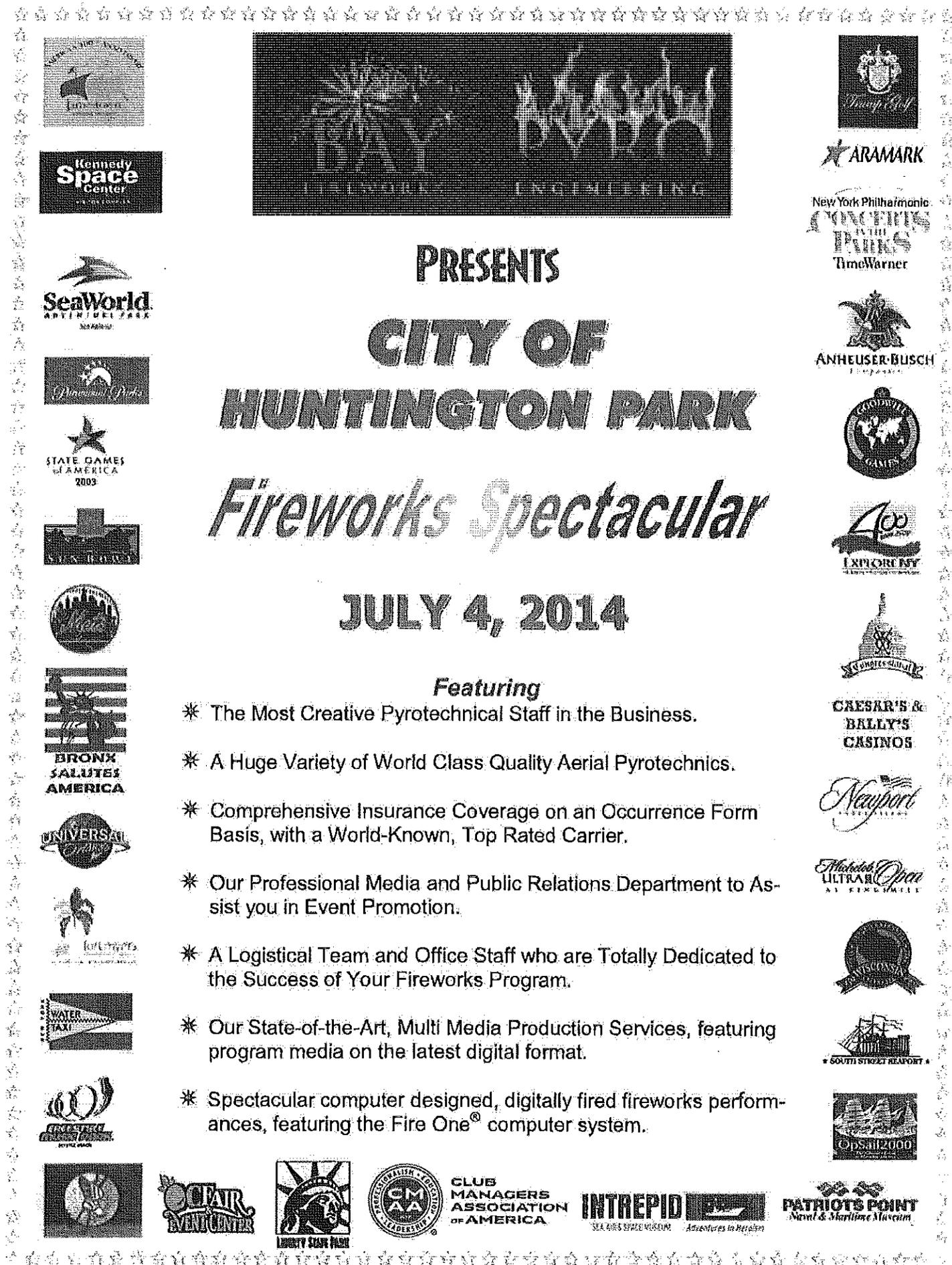


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PROPOSED INVENTORY LISTING / AERIAL MAP

SAMPLE INSURANCE CERTIFICATE

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SAMPLING OF NEW AND UNIQUE SHELL EFFECTS

**LAUNCH SPECIFICS FOR YOUR
OPENING BARRAGE AND GRAND FINALE**

GRAND ILLUMINATIONS; EFFECTS AND APPEARANCES

CHOREOGRAPHY SOFTWARE

GENERAL REFERENCES

THEME PARK DESIGN AND INTEGRATION

**SPORTS VENUES
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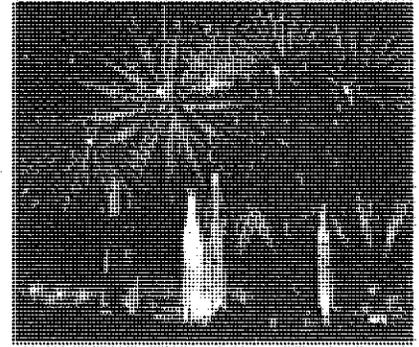
**MILESTONE EVENTS
NATIONAL FESTIVALS**

CONCEPT



UNIVERSAL ORLANDO RESORT

DESIGN



DELAWARE NORTH AND KSCVC TEAM UP
FOR NASA'S 50TH ANNIVERSARY

PRODUCTION

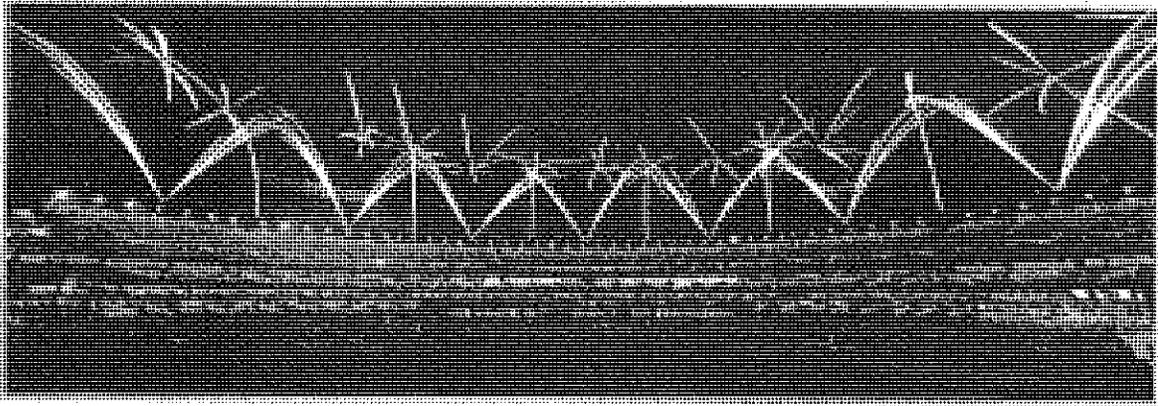
MISSION STATEMENT

Our goal is to provide our clients with an unrivaled level of service in all areas pyrotechnics demonstrating a level of excellence that only Bay Fireworks can provide. Many of our clients and people they have entertained have seen fireworks displayed to music, but few have enjoyed the sheer magic of a genuine pyro-musical display, where precise design and interpretation allows for the most elaborate juxtaposition of fire and music. This is our expertise, and we submit the following creative fireworks concepts for your review and consideration.

Concept: The integration of well known musical scores into our productions combines space for the fireworks to develop with a strong sense of direction and purpose. Audiences respond well to contrast, and we use a number of atmospheric effects to create the background for sudden and overwhelming injections of pace, color and scale. These changes are achieved by a sudden change of mood within a piece of music, or by the transition from one piece to another. Utilizing your existing environment, we will utilize all aspects and materials available in our industry. Contained in the following pages are just a few of our choice fireworks manufacturers that build materials to our specifications, which are designed specifically for venues such as yours.

Design: Utilizing specialized designs and launch apparatus for each event is imperative. Our design engineers who have visited the firing location, have taken precise measurements to prescribe well in advance exactly what will be needed to ensure that our show design parameters meet our specifications for safety and integrity while maximizing visual impact. Your musical presentation will draw all the elements together into one clear and concise program.

Production: Bay Fireworks will provide a site visit to review show specifics and to make certain all materials in our proposal are in conformity with your display site. On the day of your event, our team will deliver and begin the installation of the pyrotechnic materials. The person in charge of the command center will meet daily with your designated liaison to review musical coordination. Our team will then produce a flawless production.



SCOPE OF SERVICES

Bay Fireworks is well known for attentiveness and responsiveness to our clients needs. Our prompt and courteous service, along with our web of strategically located storage and distribution facilities across the US. makes us uniquely qualified to design and produce hundreds of events across the Nation. Our diverse list of clientele and their testimonials to our achievements, assures new generations of events that they too are in good company. Within this diverse list of credits and clientele are groups who appreciate the true art of pyrotechnics and welcome the opportunity to be involved in the various stages of their productions. Others however, prefer little if any involvement. Whatever your preference, the finished productions are flawless works of art.

Our strict adherence over the last 30 years to all Bureau of Alcohol Tobacco & Firearms, Department of Transportation, and Occupational Safety & Health Association standards recognizes us as industry leaders in safety and compliance.

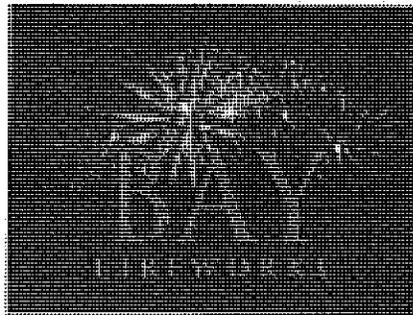
Based on your RFP we propose the following to ensure turnkey productions:

Design:

1. Provide a preliminary site inspection
2. Establish the selected firing or launch sites within your parameters.
3. Determine the correct firing and launch specifics regarding equipment and redundancy.
4. Build and assemble to Bay Fireworks specifications launch infrastructure, with strict compliance to NFPA standards.
5. Fully integrate all firing and command locations, into one seamless element.

Production:

1. Maintain any necessary wiring or hardware required.
2. Provide synchronized World Class firework display.
3. Strike the command center returning the area in "like condition".



CITY OF HUNTINGTON PARK AERIAL SHELL SEGMENT INCLUDES SOUND REINFORCMENT

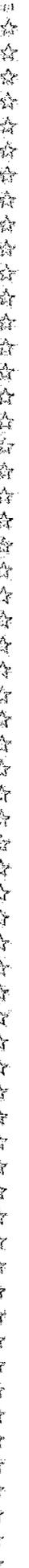
**Proposed Inventory
Aerial Shell Segment
JULY 4, 2014
Program Value: \$25,000**

OPENING SEGMENT	QTY
2.5"-Three-Inch Fancy Shells	50
2.5"-Three-Inch Designer Multi Effect Shells	20

BODY OF PROGRAM	QTY
2.5"-Three-Inch Fancy Shells	288
2.5"-Three-Inch Designer Multi Effect Shells	225

GRAND FINALE	QTY
2.5" Inch Designer Shells	270
2.5"-Three-Inch Designer Multi Effect Shells	160

**BAY FIREWORKS
LPGA @ KINGSMILL RESORT**





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2013

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 Allied Specialty Insurance, Inc. 10451 Gulf Boulevard Treasure Island, FL 33706-4814 1-800-237-3355	CONTACT NAME:		
	PHONE (A/C No, Ext):	FAX (A/C, No):	
INSURED Pyro Engineering, Inc. dba: Bay Fireworks 999 South Oyster Bay Rd., Suite 111 Bethpage, NY 11714	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: T.H.E. Insurance Company		12866
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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	ADDRESS	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		CPP0101284-03	05/14/2013	05/14/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CPP0101284-03	05/14/2013	05/14/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		ELP0010292-03 (GL & VL)	05/14/2013	05/14/2014	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC134166	05/14/2013	05/14/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS 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	EXCESS LIABILITY / OCCUR		ELP0010296-03 (GL)	05/14/2013	05/14/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000

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

PROVIDED AS EVIDENCE OF INSURANCE

CERTIFICATE HOLDER Pyro Engineering, Inc. dba: Bay Fireworks 999 South Oyster Bay Rd., Suite 111 Bethpage, NY 11714	CANCELLATION 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
--	---

REFERENCES

(This page must be completed and submitted as part of your proposal package)

Company name:

1. Organization/Agency:

SEE NEXT PAGE

Address:

Contact Person:

Telephone #:

Type of Work Performed:

Term of Contract:

2. Organization/Agency:

Address:

Contact Person:

Telephone #:

Type of Work Performed:

Term of Contract:

3. Organization/Agency:

Address:

Contact Person:

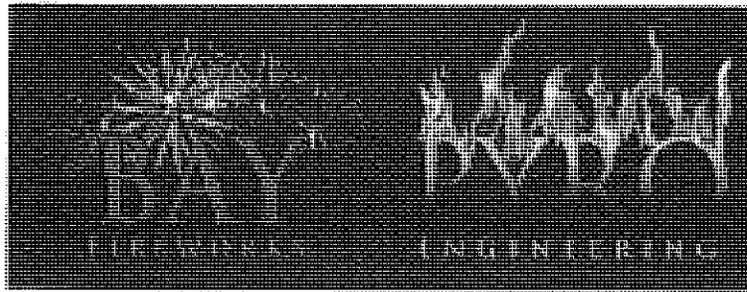
Telephone #:

Type of Work Performed:

Term of Contract:

4. Organization/Agency:

Address:



**CONFIDENTIAL
DO NOT DISTRIBUTE**

Recent Clients

Mr. Tom Vannucci Production <i>Sacramento Kings</i> Sacramento, CA	916-207-9148
Ms. Carol Jackson Special Events Director <i>Lanterman Development Center</i> Pomona, CA	909-444-7184
Mr. Eddie Swink Show Producer <i>ESP Productions</i> Los Angeles, CA	818-335-3533
Mr. Gary Hardesty Director / Administration <i>Orange County Fair & Event Center</i> Costa Mesa, CA	818-482-0193
Ms. Laura Lee Juliano Entertainment & Event Manager <i>LEGOLAND</i> Carlsbad, CA	760-918-5452
Mr. Steven Backman General Manager <i>Silver Creek Valley CC</i> San Jose, CA	408-239-5340

**** Additional References Upon Request****

Outdoor Aerial Fireworks

PALM TREE SHELLS - A huge palm tree with rising comet tails.

- *Blue Palm Tree with Yellow Trunk, Green Palm Tree Shell of Shells, Glitter Palm with Glittering Comet Tail, Crackling Palm Tree with Rising Crackling Tail, Red Coconut Leaves*

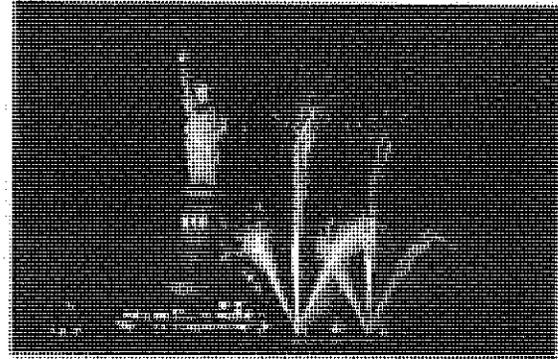


MULTI-BREAK SHELL OF SHELLS - A variety of effects that incorporate hundreds of components into their display.

- *Thousands of Colorful Strobes, Thousands of Brocade Waterfall, Thousands of Glittering Kamuro*
- *Artillery Titanium, Thundering Blossom, Battle in the Clouds*

JAPANESE BROCADE WATERFALL - It looks just like a shimmering golden waterfall high in the sky. (Also in shell-of-shells variety)

SHATTERING GLASS - Looks like glass shattering - Very Different! Yellow to Red color changing stars with Glitter Strobe effects.



WAGON WHEEL COMET - A Huge break of a Glitter Ring pattern with comets protruding from center to form the pattern of a wheel. Very Unique.

MAG ILLUMINATORS - Super flights that are intensely bright.

GO-GETTERS - Rich, vibrant colors featuring Violet, Bright Red and Rich Emerald Green. Shell breaks soft - then waves of corkscrew erratic propulsion in every direction.

COMET SHELLS - A variety of special effects.

- *Split Comets—Gold Flitter, White Flitter, Crossette—Red, Green, Silver, Glitter, Scattering - Criss Crossing comets, Magic Scatter—Yellow Comet Flower, Snowball Crossette—Long Tailed, Fluffy White Glitter*

ADVANCED EFFECT AND DESIGNER JAPANESE SHELLS

- *Bay Fireworks Gold Flitter Split Comets, Super Crown, Designer Three and Four Color Change Effects, Eddy In Chrysanthemum*
- *Crackling Dahlia with Crackling Mag Stars Pistil, Farfalle, Diadem with Scrambling Red & Green Comets, Comet Mine Shell of Shells*
- *Brocade Diadem Kamuro Shell of Shells, Floral Shell of Shells with Popping Brocade Small Flowers Pistil, Lightning Bugs (Strobing stars)*
- *Blue Comets to Floral Salute Shell of Shells, Floral Fancy (Chrysanthemum with Ring of Diadem Stars)*
- *Silver Waterfall with Red and Blue Scrambling Comets, Palm Flowers (Palm Tree without trunk)*
- *Japanese Kaleidoscope with Color Pistil, Circle of Bouquets—Assorted Colors, Magic Peony, Spangle Peony with Coconut Core*

Outdoor Aerial Fireworks

Illuminations

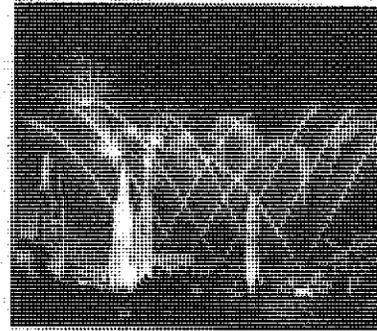
Mid-Level Effects



CANDLES

Size - 15-30mm

- 30mm Color Crossette Candles
- 30mm Blue Bombettes Candles
- 30mm White Flitter Candles
- 30mm Gold Rain Star Candles

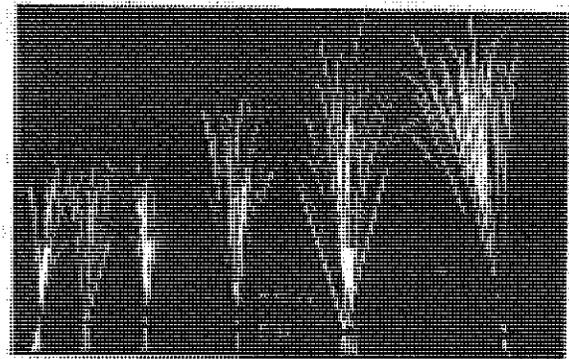


- 30mm Brilliant White Mag Candles
- 30mm Gold Flitter Crossette Candles
- 30mm French Mosaic Candles

STAR MINES

Three-Inch

- 3" Glittering Crossette Mine
- 3" Silver Crossette Mines
- 3" Sparkling Strobe Mines
- 3" Patriot Colors Mine



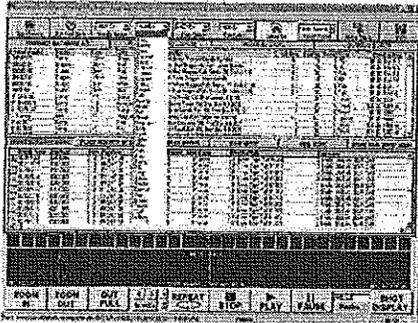
Four-Inch

- 4" Gold Glitter with Purple Mag Stars
- 4" Silver Crossette Stars Mine
- 4" White Flitter with Red Mag / Whistles
- 4" Mag Colors with Scattering Stars Mine
- 4" Mag Colors with Swimming Fish Mine
- 4" Colorful Crossette Mines
- 4" Super Crackle Mine
- 4" Brocade Waterfall Mine



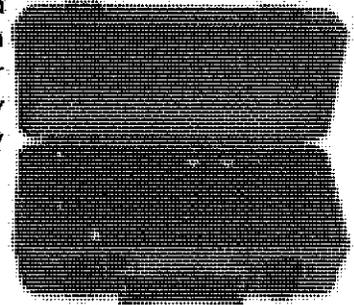
Show Design / Choreography

The magic that pulls together all the elements in a pyrotechnic program into one spectacular medium is the choreography - "the musical marriage of fire and sound." Using precision "Fire One" choreography software, and pinpoint editing of the musical score, the final result is a dramatic state-of-the-art fireworks performance, precisely fired by dozens of computer modules networked



Scriptmaker choreography screen

throughout the fireworks staging area. The final theme and mood of the fireworks musical program will be a collaboration of your requirements, the event theme, and our expertise. We will work closely with your production and creative staff to exactly match your specifications. Included with our media production is broadcast quality professional narration, and celebrity narration is available upon request.



Our Fire One Choreography network system.

Advanced Technology

All our World-Class programs begin in our multi-track studio, where the layers of the musical production track are first assembled*. Upon approval, this final mix is combined with other production elements such as narration, and then output to a digital medium, such as CD or Mini-Disk. It is then prepared for the process for precise computer designed choreography with the fireworks effects.



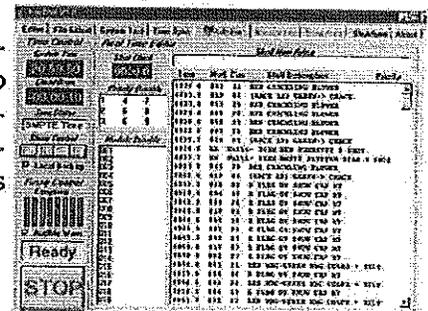
The software, "Scriptmaker", is the most precise and intuitive in the industry, allowing for the exact placement and triggering of literally thousands of simultaneous firings throughout the staging network, a feat not possible with any other mode of firing. Whether deployed from one, two or ten or more firing locations, the pyrotechnic effects are seen to lift into the sky and display at the same precise instant, a truly unprecedented pyrotechnic accomplishment.



display at the same precise instant, a truly unprecedented pyrotechnic accomplishment.

Before and during the event, our media team will work seamlessly with your event media partners to bring the soundtrack to life, whether by local radio station, event sound system, or television. Our media experience and capabilities are head and shoulders above our competition and will guarantee you a flawless production.

* Music and choreography available upon special order only.



Fire One software firing screen

SCOPE OF SERVICES



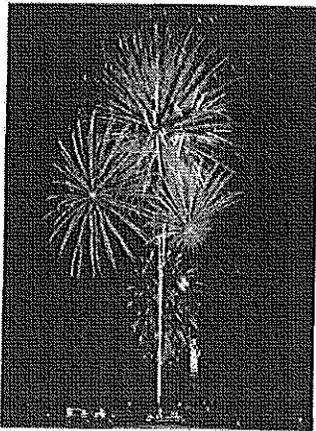
PROGRAM VALUE: \$25,000

PROPOSALS PRICING IS VALID FOR 60 DAYS FROM POSTMARKED

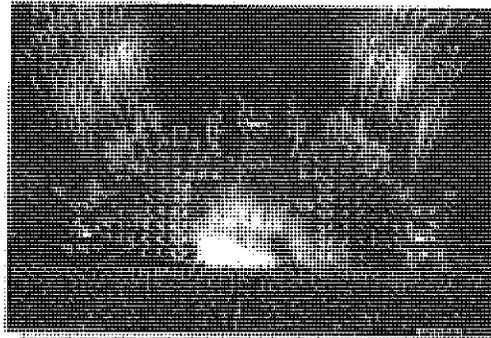
INSURANCE LIABILITY COVERAGE*:

Insurance: \$10,000,000 General Liability
 \$5,000,000 Motor Carrier
 \$5,000,000 Marine Hull P&I

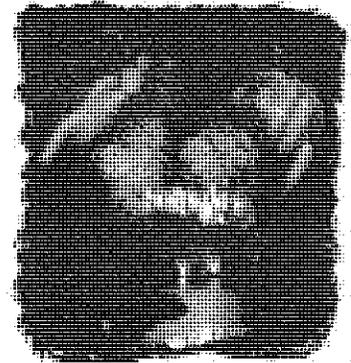
OTHER SERVICES:



**Statue Of Liberty
New Year's Eve, NYC**



Brnx Celebrates the American Spirit—NYC



Walt Disney World

WORKER'S COMPENSATION:

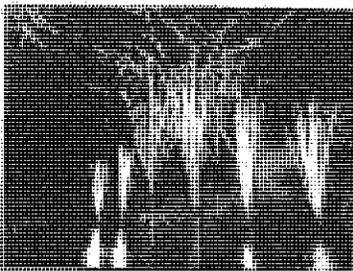
Full coverage as required by law.

U.S. LONGSHOREMAN & HARBOR WORKER'S ACT:

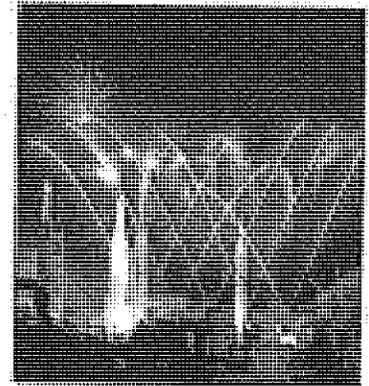
We provide full coverage for Pyrotechnicians who perform fireworks exhibitions on barge based programs.

COMPLIANCE: Pyro Engineering, Inc. strictly adheres to the following requirements:

- * NFPA 1123, BATF, OSHA
- * U.S. Department of Transportation
- * U.S. Coast Guard



Universal Orlando Resort



Kennedy Space Center

Visit Us Online!
WWW.BAYFIREWORKS.COM

316-597-3500

© PYRO ENGINEERING, INC. CONTENTS, PRICING & QUANTITIES OF THIS PROPOSAL ARE VALID FOR 60 DAYS

CONFIDENTIAL INFORMATION—The data on all pages of this proposal is proprietary, and is to be accorded confidential treatment. This proposal and its contents shall not be disclosed other than to the official representatives of the organization listed on the cover, and only then when used in the evaluation of this proposal for awarding a contract. Any reproduction of the contents of this proposal, whether in whole or in part is expressly forbidden. Pyro Engineering, Inc. requests that all the information included in this proposal submission be safeguarded from release pursuant to any request under the Freedom of Information Law (FOI) of your state or any other state or jurisdiction, as it may result in a competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of Pyro Engineering, Inc. dba Bay Fireworks. Photocopies forbidden without permission of Pyro Engineering, Inc.

CONTENT SUBJECT TO REDESIGN: We reserve the right to make substitutions of equal or greater value in the products, types, quantities and sizes listed herein, provided such substitutions are in accordance with NFPA 1123. The value of this program among other production elements, is based on the programs esthetic look. Different firework effects and shells of the same size may have significantly different values, therefore, a fireworks program can never be valued on shell counts alone. Shells sizes larger than 10" in diameter have been reclassified by the USDOT as "high explosives" and therefore will not appear on your program. Prices and specifications are subject to change without notice.

* Insurance limits are valid through our policy period May 15, 2013—May 15, 2014 (Policy subject to renewal at that time)

ATTACHMENT "C"

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made, entered into, and shall become effective this 17th day of April, 2014, by and between the City of Huntington Park (hereinafter referred to as the "City") and Pyro Engineering, Inc., a New York Corporation doing business as Bay Fireworks (hereinafter referred to as the "Contractor").

RECITALS:

WHEREAS, City desires to retain the services of Contractor to provide an aerial firework display of the 4th of July Celebration; and

WHEREAS, Contractor is qualified by virtue of experience, training, education and expertise to accomplish such services.

NOW, THEREFORE, City and Contractor mutually agree as follows:

Section 1. Scope of Work.

The scope of work to be performed by Contractor shall consist of those tasks as set forth in the City's Request for Proposal (attached hereto as Exhibit "A" and incorporated herein by reference) and Contractor's Proposal (attached hereto as Exhibit "B" and incorporated herein by reference). In the event of any conflict between the provisions of this Agreement and the Exhibits, the provisions of this Agreement shall prevail over Exhibit A and B, and Exhibit A shall prevail over Exhibit B.

Each party warrants that all of its services shall be performed in a competent, professional and satisfactory manner and in accordance with the prevalent standards of its profession.

Section 2. Term.

This Agreement shall commence on the effective date and shall terminate, and all services required hereunder shall be completed, no later than July 4, 2014, as set forth in Exhibits "A" and "B."

Section 3. Compensation.

3.1 Amount, Payment Schedule and Credit.

Total compensation for the services hereunder shall not exceed \$25,000. City shall pay Contractor 50% of the total compensation on Friday, June 27, 2014. Any remaining amount due shall be paid on Monday, July 7, 2014. Any Credit due the City shall be made as follows:

- In the event the fireworks display substantially complies with the Scope of Work as set forth in the Exhibit "A" but does not begin by 9:05 p.m., PDT on July 4, 2014, as a result of the sole negligence of Contractor, Contractor shall credit City \$50 for each full minute of delay up to \$2,000.
- In the event the fireworks display substantially complies with the Scope of Work as set forth in Exhibit "A," but is interrupted as a result of the sole negligence of Contractor, Contractor shall credit City \$50 for each full minute of interruption up to \$1,000. An interruption resulting from the malfunction of one or more fireworks devices, including interruptions resulting from injury or damage caused thereby shall not be considered to result from the negligence of Contractor for the purposes of this paragraph.
- In the event that the fireworks display fails to substantially comply with the Scope of Work as set forth in Exhibit "A," Contractor, shall credit City with up to 25% of the fireworks display price. Such credit shall be inclusive of any credits set forth in bullets 1, 2, and 3 above.
- Nothing in this paragraph shall prevent the parties from reaching agreement that all or a portion of the credit may be in the form of enhancements to future displays.

Section 4. Independent Contractor.

It is agreed that the Contractor shall act and be an independent Contractor and not an agent or employee of the City, and shall obtain no rights to any benefits which accrue to City's employees.

Section 5. Limitations Upon Subcontracting and Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Contractor shall not contract with any other entity to perform the services required without written approval of the City. This Agreement may not be assigned, voluntarily or by operation of law, without the prior written approval of the City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to the City for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor.

Section 6. Familiarity with Work and/or Construction Site.

By executing this Agreement, Contractor warrants that: (1) it has investigated the work to be performed; (2) if applicable, it has investigated the work site(s), and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work to be performed under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform the City of this and shall not proceed with further work under this Agreement until written instructions are received from the City.

Section 7. Time of Essence.

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

Section 8. Compliance with Law.

Contractor shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local government.

Section 9. Conflicts of Interest.

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services contemplated by this Agreement. No person having such interest shall be employed by or associated with Contractor.

Section 10. Indemnity.

To the fullest extent permitted by law, Contractor agrees to protect, defend, and hold harmless the City and its elective and appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including to property or interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of Contractor, Contractor's agents, officers, employees, subcontractors, or independent contractors hired by Contractor in the performance of the Agreement. The only exception to Contractor's responsibility to protect, defend, and hold harmless the City, is due to the sole negligence, recklessness or wrongful conduct of the City, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

Section 11. Insurance.

On or before beginning any of the services or work called for by any term of this Agreement, Contractor, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the City, the insurance specified below with insurers and under forms of insurance satisfactory in all respects to the City. Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Contractor has also been obtained for the subcontractor. Insurance required herein shall be provided by Insurers in good standing with the State of California and having a minimum Best's Guide Rating of A-Class VII or better.

11.1 Commercial General Liability.

Throughout the term of this Agreement, Contractor shall maintain in full force and effect Commercial General Liability coverage in an amount not less than five million dollars per occurrence (\$5,000,000.00), combined single limit coverage for risks associated with the work contemplated by this agreement. If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this agreement or the general aggregate limit shall be at least twice the required occurrence limit.

11.2 Comprehensive Automobile Liability.

Throughout the term of this Agreement, Contractor shall maintain in full force and effect Comprehensive Automobile Liability coverage, including owned, hired and non-owned vehicles in an amount not less than five million dollars per occurrence (\$5,000,000.00).

11.3 Workers' Compensation.

If Contractor intends to employ employees to perform services under this Agreement, Contractor shall obtain and maintain, during the term of this Agreement, Workers' Compensation Employer's Liability Insurance in the statutory amount as required by California law.

11.4 Proof of Insurance Requirements/Endorsement.

Prior to beginning any work under this Agreement, Contractor shall submit the insurance certificates, including the deductible or self-retention amount, and an additional insured endorsement naming City, its officers, employees, agents, and volunteers as additional insured as respects each of the following: Liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired, or

borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded City, its officers, employees, agents, or volunteers.

11.5 Notice of Cancellation/Termination of Insurance.

The above policy/policies shall not terminate, nor shall they be cancelled, nor the coverage reduced, until after thirty (30) days' written notice is given to City, except that ten (10) days' notice shall be given if there is a cancellation due to failure to pay a premium.

11.6 Terms of Compensation.

Contractor shall not receive any compensation until all insurance provisions have been satisfied.

Section 12. Termination.

City shall have the right to terminate this Agreement without cause by giving thirty (30) days' advance written notice of termination to Contractor.

In addition, this Agreement may be terminated by any party for cause by providing ten (10) days' notice to the other party of a material breach of contract. If the other party does not cure the breach of contract, then the agreement may be terminated subsequent to the ten (10) day cure period.

Section 13. Notice.

All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process:

To City: City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Josette Espinosa, Director of Parks and Recreation

Contractor: Pyro Engineering Inc
999 South Oyster Bay Rd Suite 111
Bethpage, NY 11714
Attn: Dennis Brady Jr., CEO

Section 14. Entire Agreement

This Agreement and Exhibits "A" and "B" constitute the entire understanding and agreement between the parties and supersedes all previous negotiations between them pertaining to the subject matter thereof.

Section 15. Governing Law

This Agreement is made and entered into and shall be interpreted in accordance with the applicable laws of the State of California. The Parties hereby consent to the jurisdiction and venue of the courts located in the County of Orange, State of California, in resolving any dispute arising under or concerning this Agreement. \

Section 16. Attorney's Fees.

In the event of any litigation between the parties hereto involving the terms or conditions of this Agreement, the prevailing party shall be entitled to recover reasonable expenses of litigation, including but not limited to attorney's fees and court costs.

Section 17. Counterparts.

This Agreement may be signed in counterparts, and once so executed facsimile or electronic copies of the executed agreement may be used as an original for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF HUNTINGTON PARK

By: _____
Rosa E. Perez, Mayor

PYRO ENGINEERING, INC. dba
BAY FIREWORKS

By: _____
Dennis Brady Jr., CEO

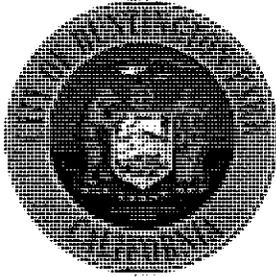
ATTEST:

Rocio Martinez, Sr. Deputy City Clerk

APPROVED AS TO FORM:

Todd Litfin, Interim City Attorney

Exhibit "A": Request for Proposals, Production of 2014 4th of July Fireworks Display
Exhibit "B": Bay Fireworks Proposal, Scope of Work



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

April 21, 2014

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:

AMENDMENT NUMBER ONE TO THE HUNTINGTON PARK POLICE DEPARTMENT (JAIL SECTION) AGREEMENT FOR INMATE HOUSING

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve Amendment Number One to the Huntington Park Police Department (Jail Section) Agreement for Inmate Housing between the City of Huntington Park and the City of Vernon.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park and the City of Vernon are parties to a written agreement dated June 25, 2012, in which the City of Huntington Park Police Department provides for the City of Vernon Police Department booking and jail housing services for pre-arraignment arrestees. Approval of the amendment extends the agreement through June 30, 2015.

FISCAL IMPACT/FINANCING

There is no negative fiscal impact to the City of Huntington Park. This is a revenue generating agreement. The City of Vernon pays to the City of Huntington Park pre-designated fees for booking and housing of Vernon Police Department arrestees, as set forth in the original written agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The amendment is an extension to the original written agreement and extends only the term of the agreement. All other provisions, terms and conditions of the agreement remain the same.

CONCLUSION

It is requested that Council direct staff to secure all necessary signatures and finalize Amendment Number One and that a copy of the final approved Amendment Number One be forwarded to the Office of the Chief of Police.

Respectfully submitted,



RENE BOBADILLA
City Manager, P.E.



JORGE CISNEROS
Chief of Police

ATTACHMENT

A: Amendment Number One

DATE:	
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL	
<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	PULLED
<input type="checkbox"/>	RECEIVED AND FILED
<input type="checkbox"/>	CONTINUED
<input type="checkbox"/>	REFERRED TO
SENIOR DEPUTY CITY CLERK	

ATTACHMENT "A"

AMENDMENT NO. 1 TO THE HUNTINGTON PARK POLICE DEPARTMENT (JAIL SECTION) AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT NO. 1 ("Amendment No. 1") is made and entered into as of April 21st, 2014, by and between the CITY OF VERNON, a California charter city and municipal corporation (the "Arresting Agency"), and the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City").

R E C I T A L S

WHEREAS, the Arresting Agency and City are parties to a written Agreement dated June 25, 2012 (the "Agreement"), under which City provides housing for Arresting Agency's pre-arraignment arrestees; and

WHEREAS, pursuant to the Agreement's renewal option, the Arresting Agency and City mutually desire to extend the Agreement for an additional term of twelve (12) months, effective July 1, 2014 and expiring June 30, 2015.

A M E N D M E N T

NOW, THEREFORE, the parties to this Amendment No. 1 agree as follows:

1. Pursuant to Paragraph A of the Agreement, the Agreement has been renewed for an additional one (1) year period, and the Termination Date is extended to June 30, 2015.
2. Except as expressly modified by this Amendment No. 1, all provisions of the Agreement shall remain in full force and effect.
3. The Agreement, together with this Amendment No. 1, embodies the entire understanding between City and Arresting Agency with respect to its subject matter and can be changed only by an instrument in writing signed by City and Arresting Agency.
4. The person or persons executing this Amendment No. 1 on behalf of each party warrants and represents that he or she has the authority to execute this Amendment No. 1 on behalf of that party, and has the authority to bind that party to the performance of its obligations hereunder.
5. This Amendment No. 1 may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this Amendment No. 1, the parties may execute and exchange by facsimile or electronic mail counterparts of the signature pages which facsimile or electronic mail counterparts shall be binding as original signature pages.

IN WITNESS WHEREOF, the parties have signed this Amendment No. 1 as of the date stated in the introductory clause.

[SIGNATURES FOLLOW ON NEXT PAGE]

CITY
CITY OF HUNTINGTON PARK

ARRESTING AGENCY
CITY OF VERNON

Rosa E. Perez, Mayor

W. Michael McCormick, Mayor

ATTEST:

ATTEST:

Rocio Martinez, Senior Deputy City Clerk

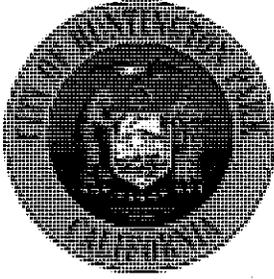
Ana Barcia, Deputy City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Todd O. Litfin
Interim City Attorney

Zaynah N. Moussa,
Deputy City Attorney



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

April 21, 2014

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:

UPDATE ON THE CITY'S ECONOMIC DEVELOPMENT AND MARKETING EFFORTS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive and file the update on the City's Economic Development and Marketing Efforts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Staff has focused its time and efforts on economic development activities and programs that will revitalize the City economic base. The majority of our efforts have been focused in our downtown. This report will provide you with an overview of the items staff has been working on and the status of each activity.

1. **Downtown Revitalization Plan:** Staff, with assistance from Primestor Development, have completed Phase I and Phase II and are in the process of developing the conceptual designs of the downtown improvements
2. **Economic Development Strategy & Marketing Plan:** Staff, with assistance from Kosmont and Associates, completed the report on December 2013 and provided a comprehensive strategy that was focused on three areas:
 - a. **Analysis:** Demographics, supply of real estate and lease rates, taxable retail sales performance
 - b. **Strategy:** Retail sales surplus / leakage analysis, trade area retail voids, opportunity sites' assessments
 - c. **Implementation:** Summary of findings, economic development tools & steps for implementation

UPDATE ON THE CITY'S ECONOMIC DEVELOPMENT AND MARKETING EFFORTS

April 21, 2014

Page 2 of 3

3. **Business Technical Assistance Program:** Staff, with assistance from LA Business Connect, have implemented the following programs:
 - a. Improved the business license process
 - b. Providing technical assistance to businesses: assisted 26 new, 27 existing, 56 pre-start up; assisted 41 businesses in licensing process, 3 access to capital, 4 with business plans; conducted 8 business seminars.
 - c. Developed a video on how to start a business in the City of Huntington Park. Video will be presented to the City Council in May.
4. **Rebranding of the City:** New logo has been approved and implementation of the logo is underway.
5. **Events and Projects that promote Economic Development:**
 - a. Grand Openings
 - b. Parklet Pilot Program
 - c. Public Parking Pilot Program
6. **Business Visitation Program:** Staff targets existing businesses to visit, to see how they are doing and determine their needs. Staff has visited the top 10 sales producers or employers.
7. Partnering with local Economic Development organizations to assist local businesses (i.e. Los Angeles Economic Development Corporation).
8. **Business Attraction/Recruitment and Retention Program:** Staff has assisted in the recruitment or retention of the following new businesses:
 - a. Winchell's Donuts – recruitment
 - b. WSS Shoes – retention and expansion
 - c. A Better Thrift Store – recruitment
 - d. Dollar Tree – recruitment
 - e. Little Trattoria 21- recruitment and expansion
 - f. Planet Fitness – recruitment
 - g. 7-11 Store – expansion
 - h. Lega Legal – recruitment
 - i. Nick Alexander Collision Center – expansion
 - j. Don Roberto Jewelers – recruitment and expansion

As part of Economic Development Strategy and Marketing Plan a list of retailers and services were identified in the report that are missing in the Huntington Park trade area. This information is vital in the recruitment of the right type of businesses into the City. Outreach and marketing is necessary to make the connection with these businesses. The venue to make the connection with these retailers, restaurants and developers is through commercial real estate brokers, developers and the International Council of Shopping Center (ICSC).

The International Council of Shopping Centers (ICSC) holds its annual conference in Las Vegas in May of each year. This event invites developers, retailers, and vendors as well as government agencies to meet and discuss relevant real estate trends. These parties share a common interest in building shopping centers/stores; therefore, this

UPDATE ON THE CITY'S ECONOMIC DEVELOPMENT AND MARKETING EFFORTS

April 21, 2014

Page 3 of 3

venue provides an unparalleled opportunity to make introductions, market properties, and facilitate deal-making.

This event is attended by over 10,000 participants each year. The scale and scope of this event can be overwhelming; aside from just experiencing it, one must attend with a well-crafted game plan (with specific targets and meetings scheduled beforehand) in order to make it a cost-effective and productive endeavor.

Although staff has been making progress in its economic development efforts, we have not done the necessary groundwork prior to the upcoming May ICSC: selected targets, arranged meetings, identified potential sites, and developed marketing materials, which would enable the City to generate results.

It is anticipated that by this point next year, Primestor will have also finished its Revitalization Study and the City will have a fully developed a marketing strategy.

The City's current strategy is to attend the local ICSC conferences, such as the one recently held at the Los Angeles Convention Center, and to work with Kosmont & Associates to target a few select opportunities.

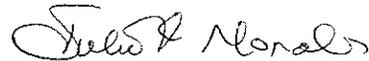
CONCLUSION

Staff recommendation is to receive and file this report.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JULIO MORALES
Director of Finance

DATE:
PRESENTED TO CITY OF HUNTINGTON PARK CITY COUNCIL
<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> PULLED <input type="checkbox"/> RECEIVED AND FILED <input type="checkbox"/> CONTINUED
<input type="checkbox"/> REFERRED TO
SENIOR DEPUTY CITY CLERK