

CITY OF HUNTINGTON PARK

City Council Agenda Monday, August 19, 2013

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

Mario Gomez
Mayor

Rosa E. Perez
Vice Mayor

Ofelia Hernandez
Council Member



Karina Macias
Council Member

Valentin Palos Amezcuita
Council Member

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

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

Public Comment

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

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

Additions/Deletions

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

Consent Calendar

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

Important Notice

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

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

1. INVOCATION

2. FLAG SALUTE:

Michael Orozco 1st grade student at Aspire Titan Academy in Huntington Park

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

4. PRESENTATIONS

- 4.1 Presentation to student who led the flag salute: Michael Orozco.**
- 4.2 Presentation of a Certificate of Recognition to Communities for a Better Environment (CBE) participants who completed the 16th Annual Environmental Justice 2013 Summer Training.**
- 4.3 Presentation by Communities for a Better Environment (CBE) regarding the proposed Huntington Park Brown to Green Implementation Plan.**

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, August 5, 2013
- 6.2 Approve the reading by title of all ordinances and resolutions. Said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.**

6. CONSENT CALENDAR – (Continued)

FINANCE DEPARTMENT

- 6.3 Approve Accounts Payable and Payroll Warrants dated August 19, 2013.

COMMUNITY DEVELOPMENT DEPARTMENT

- 6.4 **Resolution establishing the City's commitment to collaborate with Communities for a Better Environment on the Brown-to-Green Project.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2013-41 establishing its commitment to collaborate with Communities for a Better Environment to implement the Brown-to-Green Project.

END OF CONSENT CALENDAR

7. REGULAR AGENDA

COMMUNITY DEVELOPMENT DEPARTMENT

- 7.1 **Agreement with LA Business Connect, Inc. to provide business technical assistance to local business for the City of Huntington Park.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve an agreement with LA Business Connect, Inc. to provide business technical assistance to local business for the City of Huntington Park.

POLICE DEPARTMENT

- 7.2 **Request for Tow and Storage Fee Increase from H.P. Automotive & Tow, Inc.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the requested fee increase proposed by H.P. Automotive & Tow, Inc.

7. REGULAR AGENDA – (Continued)

POLICE DEPARTMENT

7.3 2012 Homeland Security Grant Program (HSGP).

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the 2012 Homeland Security Grant Program Subrecipient Agreement between the City of Huntington Park and County of Los Angeles for 2012 Homeland Security Grant Program funding.
2. Authorize the City Manager to sign the agreement between the City of Huntington Park and County of Los Angeles.
3. Approve the Police Department to purchase equipment and services from 3M to complete this approved project.
4. Authorize the Finance Department to issue necessary purchase orders and make payments to facilitate the successful completion of this project.

8. CITY MANAGER'S AGENDA

- 8.1 Discussion and/or action regarding the League of California Cities 2013 Annual Conference Resolution Packet to be held in Sacramento, September 18 through 20, 2013.
- 8.2 Receive and file the report by City staff regarding the Annual Rate Adjustment for Residential Refuse Disposal Services provided by Waste Management Inc.

9. CITY ATTORNEY'S AGENDA

- 9.1 Approve the Agreement for Provision of Attorney Services pertaining to water rights adjudication matters by and between the City of Huntington Park and Skaja, Daniels, Lister & Permito, LLP.

10. WRITTEN COMMUNICATIONS

11. COUNCIL COMMUNICATIONS

11.1 Mayor Mario Gomez

11.2 Vice Mayor Rosa E. Perez

11.3 Council Member Ofelia Hernandez

11.3-1 Discussion and/or action regarding the 6th Annual Family Healthy Walk to Reduce Obesity on September 14 and 15, 2013 from 8:00 am to 12:00 p.m.

11.4 Council Member Valentin Palos Amezcuita

11.5 Council Member Karina Macias

12. CLOSED SESSION

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

Name of Case: Maez v. City of Huntington Park, Case No. VC060007

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

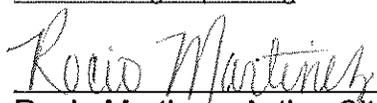
12.3 Pursuant to California Government Code 54957,
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

13. ADJOURNMENT

13.1 In memory of Elaine Lopez, wife of Dave Lopez, CBS 2/KCAL 9 News and sister-in-law of Claude Bilodeau, Electrical Supervisor for the City of Huntington Park.

NEXT REGULAR MEETING OF THE
CITY OF HUNTINGTON PARK CITY COUNCIL
TUESDAY, SEPTEMBER 3, 2013 at 6:00 p.m.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on August 15, 2013 on the bulletin board outside City Hall and available at www.huntingtonpark.org



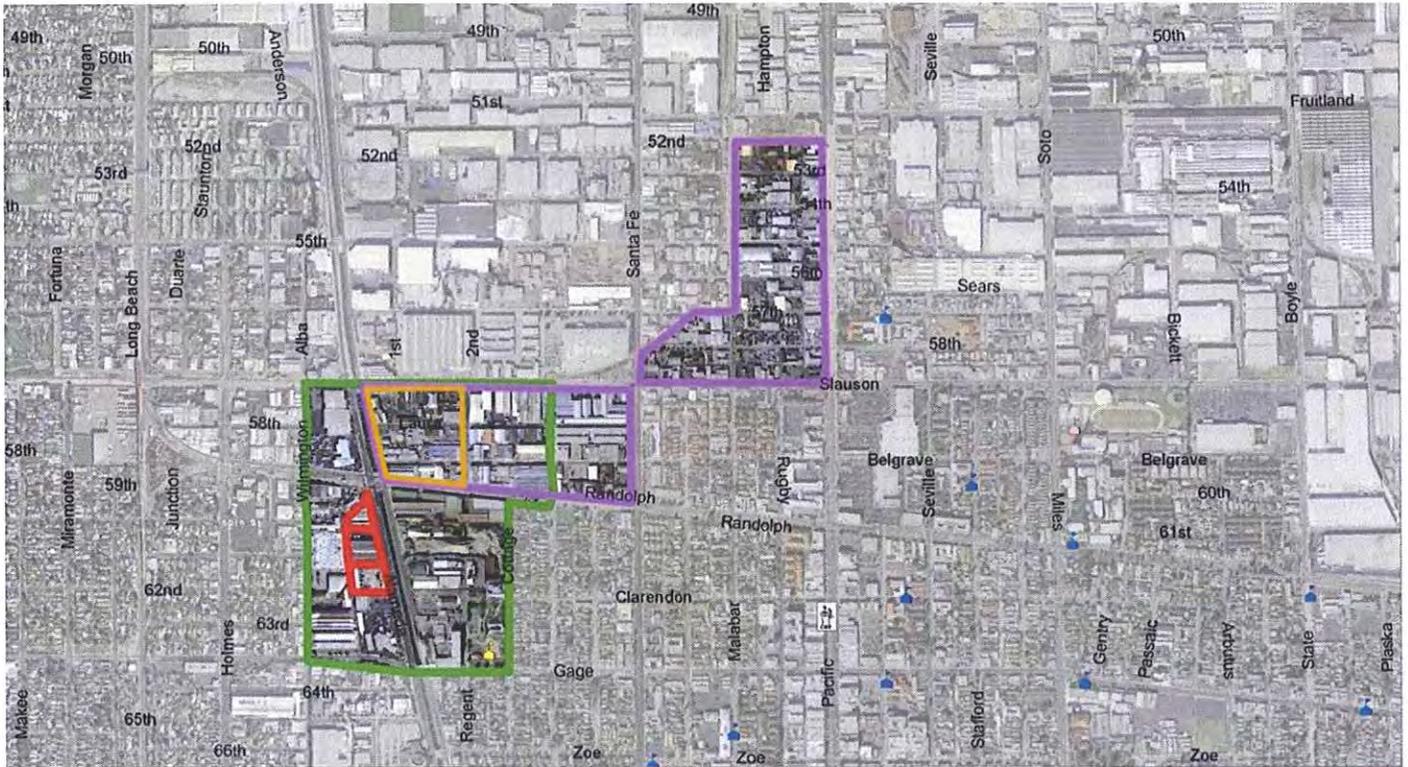
Rocio Martinez, Acting City Clerk

Brown to Green Implementation Plan

DRAFT CBE and ELP Presentation to
City of Huntington Park
August 19, 2013

Vision Statement

- “To transform this contaminated industrial district into a healthy and vibrant community asset with...”
 - Clean industries that offer quality jobs and ownership opportunities;
 - Community oriented retail;
 - Cultural and/or recreational spaces.
- 



Metrics

- **Community Goals**

- Consistency with “reuse scenarios” proposed by community

- **Probability & Ease of Development**

- Likelihood of a smooth entitlement process

- **Potential Funding**

- Existing funding opportunities
- 

Metrics

- **Timing**

- Distinct timing issues for site development

- **Future Partners**

- CBE's relationship with potential partners

- **Plays to CBE's Strengths**

- Degree to which CBE's strengths can help influence the outcome
- 

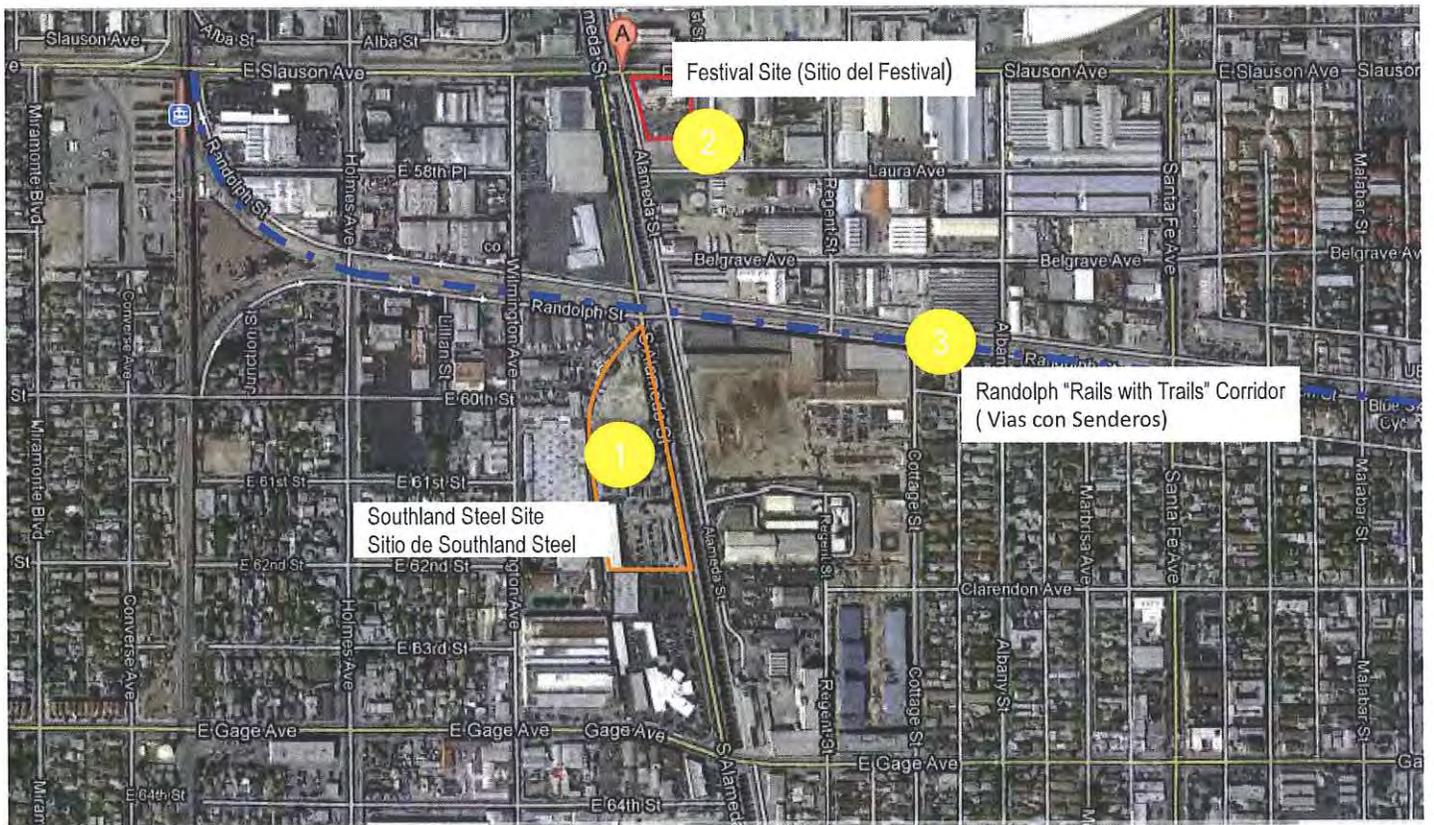
Community-Identified Reuse Scenarios

- Hospitals and Clinics
 - Safe Shelter
 - Career Center
 - Community Gardens
 - Healthy Food Bank
 - Cultural and Community Spaces
 - Recreational Facilities
 - Affordable Housing
 - Cultural Centers
 - Green/Science Museum
 - Food Cooperative
 - Worker Cooperative
 - Restaurants
 - Library
 - Zip Car Facility
 - Rent-a-bike facilities
 - Youth Centers
 - Learning/recreation center for senior citizens
 - Parks: Pets, nature, skateboarding
- 

Strengths, Weaknesses, Opportunities, Challenges – What's the difference?

- **Strengths** and **Weaknesses** explore internal aspects of the site area or elements that can be improved by public investment, infrastructure improvement, or new development.
 - **Opportunities** and **Challenges** evaluate external influences that can affect the station area. Examples include: the economy or availability of public funds.
- 

Opportunity Sites



Southland Steel Site

5959, 5969, 6161, 6169 Alameda Street



STRENGTHS

- Located on Alameda Corridor
- Owned by Huntington Park's Community Development Commission Successor Agency
- Proximity to new high school
- Can be developed as commercial land without remediation
- Zoning allows: career center, restaurant, recreational space, hospital, bus/commuter station, public utility facility, daycare, limited retail, light manufacturing

WEAKNESSES

- Contaminated soil and groundwater
- Not ideal for housing or community garden without remediation

OPPORTUNITIES

- Completed environmental analysis and clean up plan for the site
- City must detail their plans for the site through Long Range Property Management Plan
- Attractive space for clean, green, light manufacturers
- CBE can engage developers around vision for site as green business incubator, biotech manufacturer, etc.
- EPA vested interest in site being used for more than parking
- Clean manufacturers looking for land
- DTSC Brownfield Revolving Funding
- Shell or plating company may be liable for the groundwater clean up
- Existing partnership with City

CHALLENGES

- Potential developers reluctant to engage with non profit

Festival Site

1900 Slauson Avenue



STRENGTHS

- Attractive built out retail space
- Located on corner of Alameda and Slauson
- Area has been studied
- Northwest Specific Plan offers a vision of the site
- Festival experienced development company with ambitions for the site
- Good size
- Zoning allows: restaurant and cafe, convenience store, retail sales and services, office space
- Festival has assembled property parcels adjacent to existing development

WEAKNESSES

- High rents \$2.50 square feet
- Proximity to severely contaminated Talley Brothers Site

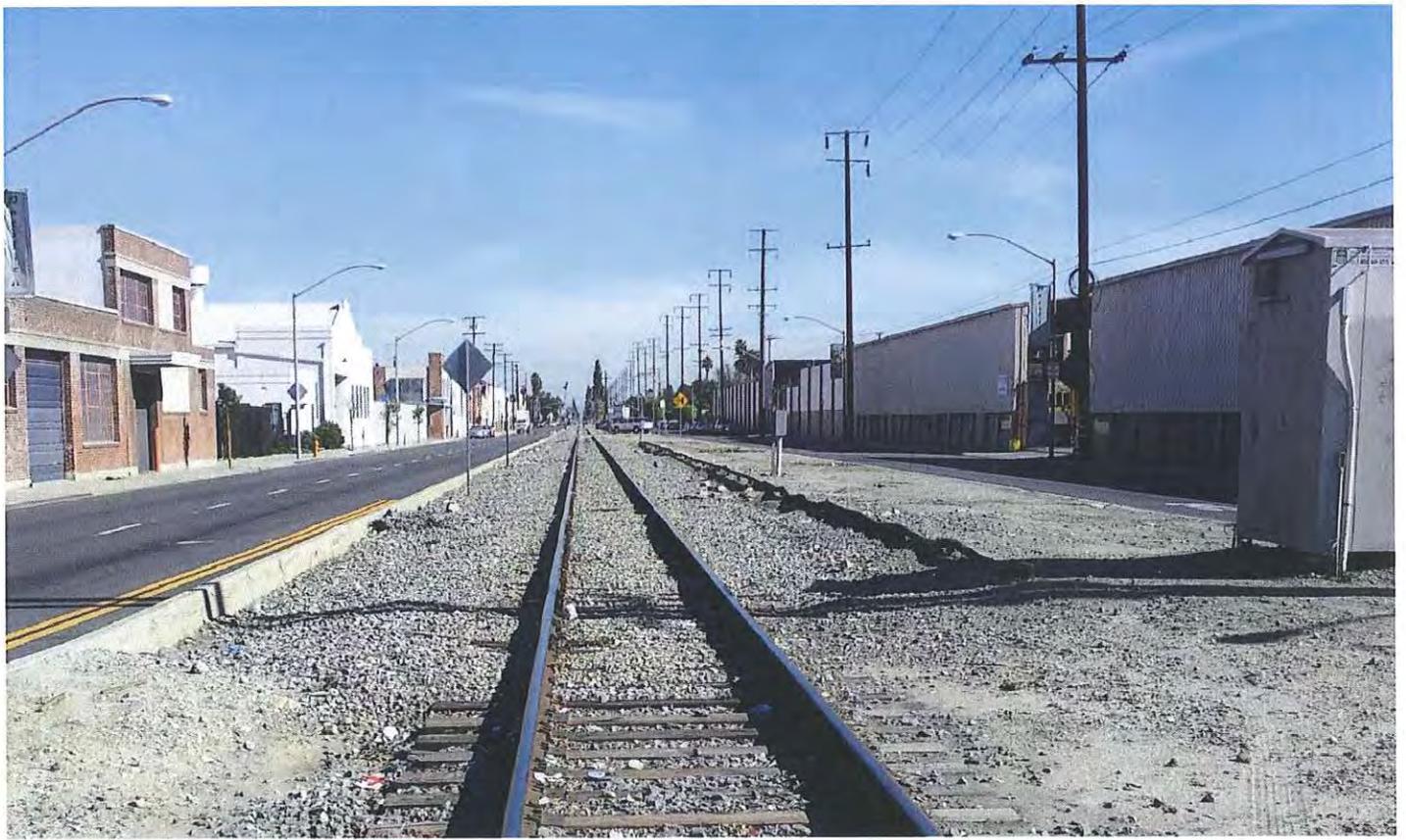
OPPORTUNITIES

- Attract community oriented retail
- Festival interested in developing the adjacent properties
- Offered to meet to discuss plans for the site
- Food market may qualify for funds from the Emerging Markets Program through CalFresh Fund

CHALLENGES

- Cooperative business model difficult to establish without existing group

Randolph “Rails with Trails” Corridor





STRENGTHS

- Connection to Blue Line Slauson Station to the west and LA river to the east
- Limited rail traffic
- Main thoroughfare through the City
- Planning documents support development of trail along the rail
- Southeast LA CicLAvia/ Southeast Bicycle Alliance
- Safe Routes to School Plan for Middleton Street Elementary includes intersection at Randolph and Malabar Street
- Wide street with room along the tracks

WEAKNESSES

- Under control of Union Pacific Railroad

OPPORTUNITIES

- Linkages to City, Blue Line Slauson Station, Pacific Blvd, LA River
- Recreational open space for pedestrians and cyclists
- Funding available for Rails-with-trails and Safe Routes to School

CHALLENGES

- Gaining cooperation of Union Pacific
- Requires entity to manage and oversee trail

Next Steps

- Decide on one or a combination of catalytic projects
- Partner with the City creating a specific plan for the site
- Develop strategy to implement planning recommendations as outlined in this report
- Continue to monitor funding sources, and actively seek new sources
- Build on existing relationships and create new partnerships (developers, regional groups)
- Work with stakeholders on near-term projects

Minutes of the regular meeting of the City Council of the City of Huntington Park held Monday, August 5, 2013.

Following the Invocation, the Pledge of Allegiance to the Flag was led by Damian Lopez, 6th grade student and participant of the Huntington Park Power up Summer Day Camp. The meeting was called to order in the Council Chambers at 6:00 p.m. by Mayor Gomez. Present: Council Member Valentin Palos Amezcuita, Vice Mayor Rosa E. Perez, Council Member Ofelia Hernandez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: None.

Interim City Attorney Litfin announced that Item Nos.: 7.1 – Professional Services Agreement to Lorraine Mendez & Associates and 7.2 – Professional Services Contract to Kosmont Companies, were pulled from the agenda.

Mayor Gomez and City Council presented a Certificate of Appreciation to Damien Lopez for leading the flag salute at the City Council meeting August 5, 2013.

Mayor Gomez presented a proclamation designating August 6, 2013 as National Night Out in the City of Huntington Park to Lieutenant Mongan of the Huntington Park Police Department.

Rowan Vansleve, representing A Better LA, displayed a PowerPoint presentation regarding a proposed new specialty retail store on Pacific Boulevard.

PowerPoint presentation by Enterprising Leaders for the Advancement of Science and Technology in the Inner-City (ELASTICITY) regarding their purpose and invited City Council to attend their Huntington Park Science Day event at the Huntington Park Library on August 17, 2013. Mayor Gomez and City Council presented a Certificate of Recognition to ELASTICITY for their leadership, outreach and community involvement for the betterment of education.

Mayor Gomez and City Council presented a Certificate of Recognition to Dino's Chicken & Burgers for being recognized by Travel.usatoday.com as one of the best takeout restaurants in the Los Angeles area.

Interim City Attorney Litfin requested the City Council resolve into a **closed session** and opened oral communication for the following:

12. CLOSED SESSION

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

Name of Case: Ronnie Beason vs. City of Huntington Park, WCAB Case No. ADJ938219

**12.4 Pursuant to California Government Code 54957,
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

William Cunningham, former Mayor and Council Member for the City of Huntington Park, addressed City Council in support of City Clerk Ramirez and read a letter in support of City Clerk Ramirez from Jim Roberts, former Mayor and Council Member for the City of Huntington Park.

Linda Caraballo addressed City Council in support of City Clerk Ramirez and expressed concerns with the current administration of the City of Huntington Park.

Carlos Pando informed City Council of the success of the most recent City of Huntington Park General municipal election and expressed support for City Clerk Ramirez.

Marilyn Boyette, former City Clerk for the City of Huntington Park, briefed City Council of the duties and responsibilities of the City Clerk's Office and addressed City Council in support of City Clerk Ramirez.

Jessica R. Maes, former Mayor and Council Member of the City of Huntington Park, addressed City Council in support of City Clerk Ramirez.

Richard V. Loya, former Mayor and Council Member of the City of Huntington Park, addressed City Council in support of City Clerk Ramirez and briefed City Council on the reason the City Clerk position was changed from elected to an appointed position.

Elisa Rudolph-Perez briefed City Council regarding her involvement in the American Cancer Society and the community. Ms. Rudolph-Perez addressed concerns regarding the future of the City and expressed her support for Clerk Ramirez.

Rodolfo Cruz addressed various concerns to City Council.

Jon addressed concerns with the administration of the City of Huntington Park and expressed his support for City Clerk Ramirez.

Marilyn Sanabria addressed various concerns to City Council including the City's health.

Mayor Gomez declared the meeting resolved into closed session to be held immediately in the adjoining conference room at 7:06 p.m.

Following the closed session, the meeting was called to order in the Council Chambers at 9:13 p.m. Present: Council Member Valentin Palos Amezcuita, Vice Mayor Rosa E. Perez, Council Member Ofelia Hernandez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: None.

Interim City Attorney Litfin reported out the following on the closed session items: 1) 12.3 Pursuant to Government Code Subdivision (a) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, Name of Case: Ronnie Beason vs. City of Huntington Park, WCAB Case No. ADJ938219, City Council anonymously approved settlement in the amount of \$75,000; and 2) 12.4 Pursuant to California Government Code 54957, PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, no reportable action.

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

Elba Romo, representing MAER Consulting Firm, addressed her concerns with item no. 7.2 on the agenda and asked City Council to consider the original bidders who submitted proposals for said services.

A representative from Honduras Kitchen informed City Council that Honduras Kitchen is celebrating their 20th Anniversary in Huntington Park.

Joaquin Castaneda, Interim District Director from Senator Ricardo Lara's Office, briefed City Council regarding Senate Bill 811 and asked City Council for a letter in support of Senate Bill 811.

Lorena Gonzalez distributed flyers and invited City Council to attend the "Lets Walk/Run together", a 2-day event at Salt Lake Park on August 7 and August 17, 2013. Ms. Gonzalez thanked El Aviso Magazine, Wave Newspapers, Friends of the Library and the Parks and Recreation Department for helping with the event.

Linda Caraballo addressed concerns regarding current administration of the City of Huntington Park.

Jon recognized Nick Ioannidis and urged City Council to celebrate National Immigrants Day on October 28, 2013.

Nick Ioannidis, representing National Immigrants Day, informed City Council of the recognition he has received for National Immigrants Day and asked City Council to join him in celebrating National Immigrants Day on October 28, 2013.

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

Motion by Perez, seconded by Hernandez, to approve the Consent Calendar with the noted change to the Consent Calendar section of the minutes of the regular meeting of the City Council held Monday, July 15, 2013 to include names of the former Council Members (Richard V. Loya, Jessica R. Maes, Jim Roberts, and Linda

Guevara) and former City Clerk Marilyn Boyette, who were present at the regular meeting of the City Council held July 1, 2013, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

6. CONSENT CALENDAR

OFFICE OF THE CITY CLERK

6.1 Approve minutes of the following City Council meeting:

6.1-1 Regular meeting held Monday, July 15, 2013

6.2 Approve the reading by title of all ordinances and resolutions. Said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

FINANCE DEPARTMENT

6.3 Approve Accounts Payable and Payroll Warrants dated August 5, 2013.

COMMUNITY DEVELOPMENT DEPARTMENT

6.4 **Exclusive Negotiating Agreement with Primestor Development, Inc.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve an Exclusive Negotiating Agreement with Primestor Development, Inc. for the development of a mixed-use project in the City's downtown area.

PUBLIC WORKS DEPARTMENT

6.5 **Liability Agreement with the County of Los Angeles and County Sanitation District No. 2 to host a Household Hazardous Waste Collection event.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to execute a Liability Agreement with the County of Los Angeles and County Sanitation District No. 2 as a requirement for hosting a Household Hazardous Waste Collection Event at the Public Works Yard on October 26, 2013.

6.6 **Purchase Order for gasoline and diesel fuel for City vehicles.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to execute a Purchase Order with SC Fuels for the purchase of gasoline and diesel fuel for a not-to-exceed amount of \$295,000 for the 2013-2014 Fiscal Year.

POLICE DEPARTMENT

6.7 **Approval of vendor for Public Safety Mobile and Surveillance Wireless Mesh Network.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve selection of Sea Hawk Surveillance, Inc. to provide the Public Safety Mobile and Surveillance Wireless Mesh Network.

2. Authorize the City Manager to sign the agreement between the City of Huntington Park and Sea Hawk Surveillance, Inc. upon review of the City Attorney.
6. **CONSENT CALENDAR** – (Continued)

POLICE DEPARTMENT

3. Authorize the Finance Department to issue necessary purchase order and make payments to facilitate the successful completion of this project.

END OF CONSENT CALENDAR

7. **REGULAR AGENDA**

POLICE DEPARTMENT

7.3 Food Services Agreement Renewal.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Renew the Food Services Agreement between the City of Huntington Park and County of Los Angeles for a term of five years.

Motion by Perez, seconded by Amezcuita, to **approve the renewal of the Food Services Agreement between the City of Huntington Park and County of Los Angeles for a term of five years**, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

11. **COUNCIL COMMUNICATIONS**

11.1 Mayor Mario Gomez

- 11.1-1 Discussion and/or action regarding Cyber Café uses in the City of Huntington Park. Following a brief discussion, Mayor Gomez directed staff to refer this item to the Planning Commission to review and amend the Huntington Park Municipal Code to allow Cyber Café uses thought in the City.

11.2 Vice Mayor Rosa E. Perez

- 11.2-1 Discussion and/or action regarding a letter of support for SB 811 (State Highway Route 710) by Senator Ricardo Lara. Motion by Perez, seconded by Hernandez, to **authorize staff to send a letter of support for SB 811 (State Highway Route 710) by Senator Ricardo Lara to be executed by Mayor Gomez and Vice Mayor Perez**, carried as follows: Ayes: Council Member Amezcuita, Vice Mayor Perez, Council Members Hernandez, Macias, and Mayor Gomez; Noes: None; Absent: None.

11.3 Council Member Ofelia Hernandez

11.4 Council Member Valentin Palos Amezcuita

11.5 Council Member Karina Macias

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

12. CLOSED SESSION

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

Name of Case: State Farm Mutual Automobile Insurance Company v. City of Huntington Park, (Los Angeles Superior Court Case No. 12CH2058)

- 12.5 CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION, pursuant to California Government Code paragraph (4) of Subdivision (c) of Section 54956.9: Number of potential cases: (1).

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

Name of Case: Addison Weeks, Kenneth Chan and Brian Sloma v. City of Huntington Park, et al., Case No. EDCV13-1257

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

Name of Case: Water Replenishment District of Southern California vs. City of Huntington Park, Case No. BC512581

- 12.8 Pursuant to Government Code Section 54956.9(a),
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Name of Case: Central and West Basin Water Replenishment District v. Adams, LASC Case No. 78665 / CA Water Service Co. v. Compton, Case No. C506806.

Mayor Gomez declared the meeting resolved into closed session to be held immediately in the adjoining conference room at 9:53 p.m.

Following the closed session, the meeting was called to order in the Council Chambers at 11:06 p.m. Present: Council Member Valentin Palos Amezcuita, Vice Mayor Rosa E. Perez, Council Member Ofelia Hernandez, Council Member Karina Macias, and Mayor Mario Gomez; Absent: None.

Interim City Attorney Litfin reported out the following on the **closed session** items: 1) 12.2 pursuant to Government Code Subdivision (a) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, Name of Case: State Farm Mutual Automobile Insurance Company v. City of Huntington Park, (Los Angeles Superior Court Case No. 12CH2058), City Council authorized payment in the amount of \$5657.59 for the judgment in this matter; 2) 12.5 CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION, pursuant to California Government Code paragraph (4) of Subdivision (c) of Section 54956.9: Number of potential cases: (1), advice that direction to initiate an action has been given; 3) 12.6 pursuant to Government Code Subdivision (a) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, Name of Case: Addison Weeks, Kenneth Chan and Brian Sloma v. City of Huntington Park, et al., Case No. EDCV13-1257, City Council authorized Risk Manager to enter into a Retainer Agreement with Manning & Kass to defend the City in this matter; 4) 12.7 pursuant to Government Code Subdivision (a) of Section 54956.9, CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, Name of Case: Water Replenishment District of Southern California vs. City of Huntington Park, Case No. BC512581, no reportable action taken; and 5) 12.8 pursuant to Government Code Section 54956.9(a), CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, Name of Case: Central and West Basin Water Replenishment District v. Adams, LASC Case No. 78665 / CA Water Service Co. v. Compton, Case No. C506806, no reportable action taken.

Mayor Gomez declared the meeting adjourned at 11:07 p.m.

Mario Gomez, Mayor

Rocio Martinez, Acting City Clerk

CITY OF HUNTINGTON PARK

Date: 8/15/2013

Demand Register

8/19/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
3E GROUP INC.	1113	286-8050-432.74-10	11 MOBILE CAMERAS	60,879.00	N
				60,879.00	
A PLUS PROMOTIONS	265A	111-6020-451.61-35	TRACKLESS TRAIN RIDE	700.00	N
				700.00	
AAA ELECTRICAL SUPPLY INC	103547-00	535-8016-431.61-45	STREET LAMPS	158.92	N
	103429-0	535-8016-431.61-45	LUMINAIRE COVERS	308.62	N
				467.54	
ABIGAIL SARABIA	39278	111-0000-228.20-00	REFUND- HALL DEPOSIT	500.00	N
				500.00	
ADAMSON POLICE PRODUCTS	INV109187	741-8060-431.43-20	SMART SIREN REPAIRS	103.10	N
	INV109540	741-8060-431.43-20	POLICE RADIO MICROPHONE	136.59	N
				239.69	
ADMINISTRATIVE SERVICES COOP, INC.	311491	219-0250-431.56-45	APR 2013 DIAL-A-RIDE SERV	66,531.94	N
				66,531.94	
ADRIANA ACERO	42620	111-0000-347.50-00	REFUND- SUMMER CAMP	130.00	N
				130.00	
ADVANCED INC	145450	111-6020-451.56-41	SPECIAL CLEAN UP 7/13/13	200.00	N
	145450	111-6020-451.56-41	SPECIAL CLEAN UP 7/7-7/21	600.00	N
	14529	111-6022-451.56-41	JUL 13 JANITORIAL SERVICE	5,326.16	N
	14529	111-7020-421.56-41	JUL 13 JANITORIAL SERVICE	3,675.44	N
	14529	111-8022-419.56-41	JUL 13 JANITORIAL SERVICE	2,107.97	N
	14529	111-8020-431.56-41	JUL 13 JANITORIAL SERVICE	341.28	N
	14549	111-6020-451.56-41	SPECIAL CLEAN UP 6/22, 29	400.00	N
	14552	111-6020-451.56-41	SPECIAL CLEAN UP 6/1, 16	400.00	N

Demand Register

8/19/2013

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
	14551	111-6020-451.56-41	SPECIAL CLEAN UP 5/30/13	200.00	N
	14554	111-6020-451.56-41	SPEC CLEAN UP 6/8, 15, 29	285.00	N
				13,535.85	
AFSCME COUNCIL 36	PPE 8/4/2013	802-0000-217.60-10	AFSCME DUES	793.80	Y
				793.80	
ALEJANDRO CERVANTES	8/3/2013	111-6030-451.61-35	YOUTH BASKETBALL REFEREE	44.00	N
				44.00	
ALL CITY MANAGEMENT SERVICES	31782.2	111-7022-421.56-41	CROSSING GUARD HRS ADJ	143.09	N
				143.09	
ALVAKA NETWORKS	150575SA	111-7010-421.56-41	ONSITE NETWORK SERVICES	945.00	N
	150563SA	111-7010-421.56-41	ONSITE NETWORK SERVICES	1,440.00	N
	150631	111-7010-421.56-41	SEP 13 NETWORK MONITORING	5,389.00	N
	150600	111-7010-421.56-41	SEP 13 NETWORK MANAGEMENT	1,220.00	N
	150663SA	111-9010-419.56-64	ONSITE NETWORK SERVICES	1,210.00	N
	150592	111-9010-419.56-64	SEP13 NETWORK MANAGEMENT	1,220.00	N
	150622	111-9010-419.56-64	SEP13 NETWORK MONITORING	2,068.00	N
				13,492.00	
AMERI PRIDE UNIFORM SERVICES INC	1400622204	111-8020-431.16-20	LAUNDRY/ RENTAL SERVICES	113.21	N
	1400622204	741-8060-431.61-20	LAUNDRY/ RENTAL SERVICES	23.00	N
	1400613209	111-8020-431.16-20	LAUNDRY/ RENTAL SERVICES	113.21	N
	1400613209	741-8060-431.61-20	LAUNDRY/ RENTAL SERVICES	23.00	N
	1400617676	111-8020-431.16-20	LAUNDRY/RENTAL SERVICES	113.21	N
	1400617676	741-8060-431.43-20	LAUNDRY/RENTAL SERVICES	23.00	N
				408.63	
AMERICAN CELEBRATIONS	116385	239-7055-424.61-23	NTL NIGHT OUT SUPPLIES	72.76	N

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	116402	239-7055-424.61-23	NTL NIGHT OUT HELIUM	87.20	N
				159.96	
AMERICAN FAMILY LIFE ASSURANCE	PPE 8/4/2013	802-0000-217.50-40	CANCER INSURANCE	152.30	Y
				152.30	
AMERICAN PAPER PLASTIC SERVICES INC	913808	535-6090-452.61-20	HAND SOAP/ TOILET TISSUE	613.01	N
	913809	111-6022-451.43-10	LUMINAIRE COVERS	98.04	N
	913789	111-6022-451.43-10	URINAL SCREENS	65.36	N
	913756	535-6090-452.61-20	JUMBO TOILET TISSUES	489.41	N
	913758	535-6090-452.61-20	BOWL CLEANER	53.85	N
				1,319.67	
AMERICAN TRANSPORTATION SYSTEMS	45810	219-0250-431.57-70	TRANSPORTATION SERVICES	839.47	N
	457610	219-0250-431.57-70	TRANSPORTATION SERVICES	806.66	N
				1,646.13	
ANDREW WING	7/23/2013	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	88.00	N
				88.00	
ANGELA RAMOS	42589	111-0000-347.50-00	REFUND- KINDER BALLE	40.00	N
				40.00	
AREA E DISASTER MGMT BOARD	201412	111-7040-421.56-41	ANNUAL MEMBER DUES	2,916.00	N
				2,916.00	
ARROWHEAD MOUNTAIN SPRING WATER CO.	13G0001984541	741-8060-431.43-20	6/26-7/12/13 WATER DLVRY	16.18	N
				16.18	
AT&T	4476565	111-9010-419.53-10	Acct # 323-582-7550-371	14.67	N
	4476566	111-9010-419.53-10	Acct # 323-582-8836-978	14.67	N

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	4496203	111-9010-419.53-10	Acct # 323-584-8719-427	30.58	N
	4492142	111-9010-419.53-10	Acct # 323-585-6595-912	31.24	N
	4496208	111-9010-419.53-10	Acct # 323-587-5410-365	14.67	N
	4499988	111-9010-419.53-10	Acct # 323-588-2657-606	15.01	N
	4499990	111-9010-419.53-10	Acct # 323-588-4577-827	14.80	N
	4499991	111-9010-419.53-10	Acct # 323-588-4997-398	15.93	N
	4545776	111-9010-419.53-10	Acct # 331-841-0775-853	32.12	N
	4545777	111-9010-419.53-10	Acct # 331-841-0777-811	32.12	N
	4545804	111-9010-419.53-10	Acct # 335-451-0062-974	66.80	N
	4546862	111-9010-419.53-10	Acct # 337-841-4290-978	542.24	N
	4545865	111-9010-419.53-10	Acct # 337-841-4291-984	32.12	N
	4467262	681-8030-461.53-10	Acct # 323-584-8445-548	144.85	N
	4423755	681-8030-461.53-10	Acct # 323-773-8138-237	747.75	N
	4460690	681-8030-461.53-10	Acct # 336-257-1599-771	506.55	N
	4514339	111-9010-419.53-10	Acct # 323-562-3633-687	30.58	N
	4514338	111-9010-419.53-10	Acct # 323-562-3128-044	85.92	N
	4545739	111-9010-419.53-10	Acct # 323-581-2942-365	20.81	N
	4545741	111-9010-419.53-10	Acct # 323-581-8443-140	15.62	N
	4552095	111-9010-419.53-10	Acct # 323-582-6161-974	328.93	N
	4561431	111-9010-419.53-10	Acct # 323-582-7550-371	14.67	N
	4561432	111-9010-419.53-10	Acct # 323-582-8836-978	14.67	N
	4514340	111-9010-419.53-10	Acct # 323-583-0593-325	14.67	N
	455359	111-9010-419.53-10	Acct # 323-583-5923-833	15.93	N
	4555678	111-9010-419.53-10	Acct # 323-583-9543-938	15.62	N
	4514343	111-9010-419.53-10	Acct # 323-583-8419-053	25.31	N
	4515181	111-9010-419.53-10	Acct # 323-583-8991-035	85.92	N
	4548010	111-9010-419.53-10	Acct # 323-584-0785-316	31.24	N
	4552097	111-9010-419.53-10	Acct # 323-584-6201-974	465.36	N
	4552098	111-9010-419.53-10	Acct # 323-584-6207-974	428.70	N
	4552099	111-9010-419.53-10	Acct # 323-584-6209-974	228.57	N
	4552100	111-9010-419.53-10	Acct # 323-584-6210-974	286.36	N
	4552101	111-9010-419.53-10	Acct # 323-584-6230-974	92.39	N

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	4553662	111-9010-419.53-10	Acct # 323-584-6274-974	252.63	N
	4552104	111-9010-419.53-10	Acct # 323-584-6943-742	15.62	N
	4620334	111-9010-419.53-10	Acct # 323-584-6726-219	139.04	N
	4514344	111-9010-419.53-10	Acct # 323-585-9359-921	30.86	N
	4514346	111-9010-419.53-10	Acct # 323-587-2716-694	15.93	N
	4556165	111-9010-419.53-10	Acct # 323-588-1037-450	77.53	N
	4556166	111-9010-419.53-10	Acct # 323-588-1129-484	17.53	N
	4556110	111-9010-419.53-10	Acct # 323-589-1792-909	17.53	N
	4514348	111-9010-419.53-10	Acct # 323-589-5717-677	15.93	N
	4548284	219-0250-431.53-10	Acct # 323-581-4657-532	19.10	N
	4546327	219-0250-431.53-10	Acct # 323-588-1507-373	59.91	N
	4508463	681-8030-461.53-10	Acct # 323-773-8138-237	106.97	N
	4514678	111-7010-421.53-10	Acct # 323-277-9548-467	184.58	N
	4476559	111-7010-421.53-10	Acct # 323-582-1531-500	388.44	N
	4561425	111-7010-421.53-10	Acct # 323-582-1531-500	385.74	N
	4476560	111-7010-421.53-10	Acct # 323-582-1602-448	14.67	N
	4476564	111-7010-421.53-10	Acct # 323-582-6382-610	20.02	N
	4514342	111-7010-421.53-10	Acct # 323-583-5688-180	15.93	N
	4467253	111-7010-421.53-10	Acct # 323-584-1137-608	17.98	N
	4552096	111-7010-421.53-10	Acct # 323-584-1137-608	18.92	N
	4467259	111-7010-421.53-10	Acct # 323-584-6254-096	203.40	N
	4552102	111-7010-421.53-10	Acct # 323-584-6254-096	205.49	N
	4532928	111-7010-421.53-10	Acct # 323-585-0194-385	14.67	N
	4471522	111-7010-421.53-10	Acct # 323-585-3157-761	15.62	N
	4556132	111-7010-421.53-10	Acct # 323-585-3157-761	15.62	N
	4532929	111-7010-421.53-10	Acct # 323--585-5117-826	41.15	N
	4496204	111-7010-421.53-10	Acct # 323-587-1150-862	17.45	N
	4496207	111-7010-421.53-10	Acct # 323-587-5211-498	294.68	N
	4514347	111-7010-421.53-10	Acct # 323-588-5892-232	16.54	N
	4514679	111-7010-421.53-10	Acct # 323-589-0792-856	82.93	N
	4476567	111-7010-421.53-10	Acct # 323-589-3522-063	75.93	N
	4548331	111-7010-421.53-10	Acct # 323-722-8457-708	50.55	N

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	4545806	111-7010-421.53-10	Acct # 336-256-2901-905	179.34	N
	4545885	111-7010-421.53-10	Acct # 339-341-3517-026	89.66	N
	4552105	681-8030-461.53-10	Acct # 323-584-8445-548	16.92	N
	4545816	681-8030-461.53-10	Acct # 336-587-1599-771	84.80	N
				7,677.00	
AT&T MOBILITY	X07142013	111-9010-419.53-10	Acct # 832433777	1,233.49	N
	X07142013	111-7010-421.53-10	Acct # 832433777	2,003.25	N
	X07142013	111-7010-421.53-10	Acct # 830678858	185.77	N
	X07142013	111-7010-421.53-10	Acct # 870062392	799.50	N
	X07142013	111-7010-421.53-10	Acct # 8993625860	2,110.83	N
	X07142013	111-7010-421.53-10	Acct # 287025492208	369.66	N
				6,702.50	
AT&T PAYMENT CENTER	7/6-8/6/2013	111-9010-419.53-10	Acct # 337-841-4284-3333	31.71	N
	7/6-8/6/2013	111-9010-419.53-10	Acct # 337-841-4285-3332	31.71	N
	7/6-8/6/2013	111-9010-419.53-10	Acct # 337-841-4286-3331	31.71	N
	7/6-8/6/2013	111-9010-419.53-10	Acct # 337-841-4287-3330	31.71	N
	7/6-8/6/2013	111-9010-419.53-10	Acct # 337-841-4288-3339	96.49	N
	7/6-8/6/2013	111-9010-419.53-10	Acct # 337-841-4289-3338	186.27	N
	7/6-8/6/2013	111-9010-419.53-10	Acct # 337-841-4292-3333	77.14	N
	6/7-7/6/2013	111-7010-421.53-10	Acct # 065-101-2843-7813	297.47	N
	5/28-6/27/2013	111-7010-421.53-10	Acct # 323-583-9713-3491	138.94	N
	6/28-7/27/2013	111-7010-421.53-10	Acct # 323-583-9713-3491	138.97	N
	6/7-7/6/2013	111-7010-421.53-10	Acct # 335-266-3215-8205	63.68	N
	7/7-8/6/2013	111-7010-421.53-10	Acct # 335-266-3215-8205	63.18	N
				1,188.98	
BENJAMIN VAROS	8/4/2013	111-6030-451.61-35	GIRL'S BASKETBALL REFEREE	66.00	N
				66.00	

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BLANCA MALAGON	42207	111-0000-347.50-00	REFUND- BALLET/HIP HOP	60.00	N
				60.00	
BUENA PARK HONDA	342159	741-8060-431.43-20	ROLLER ASY	10.99	N
	CM342159	741-8060-431.43-20	CREDIT/ MALE ASSY	32.70	N
				43.69	
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 04/28/2013	802-0000-217.30-10	EMPLOYEES RETIREMENT FUND	28,481.94	N
	PPE 04/28/2013	802-0000-218.10-10	EMPLOYEES RETIREMENT FUND	24,311.26	N
	PPE 04/28/2013	802-0000-218.10-10	EMPLOYEES RETIREMENT FUND	70,681.52	N
	PPE 7/7/2013	802-0000-217.30-10	EMPLOYEES RETIREMENT FUND	28,698.64	N
	PPE 7/7/2013	802-0000-218.10-10	EMPLOYEES RETIREMENT FUND	27,766.13	N
	PPE 7/7/2013	802-0000-218.10-10	EMPLOYEES RETIREMENT FUND	74,636.40	N
	PPE 7/21/2013	802-0000-217.30-10	EMPLOYEES RETIREMENT FUND	37,620.69	N
	PPE 7/21/2013	802-0000-218.10-10	EMPLOYEES RETIREMENT FUND	22,930.84	N
	PPE 7/21/2013	802-0000-218.10-10	EMPLOYEES RETIREMENT FUND	69,962.24	N
				385,089.66	
CALIFORNIA CERTIFIED INTERPRETERS	6822	239-7055-424.61-23	INTEPRETER SERVICES	4,400.00	N
				4,400.00	
CALIFORNIA CONTRACT CITIES ASSN.	1148	111-0240-466.64-00	ANNUAL MEMBERSHIP	3,211.00	N
				3,211.00	
CALIFORNIA PEACE OFFICERS' ASSN.	9/9/13	111-7010-421.59-20	REGISTRATION-C LOZANO	49.00	N
				49.00	
CARLA ENRIQUETA TORRES GARCIA	7/12-8/2/2013	111-6060-466.33-20	CREATIVE LITTLE HAND	358.40	N
	7/8-7/31/2013	111-6060-466.33-20	PEE WEE SPORTS	358.40	N
				716.80	

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CELL BUSINESS EQUIPMENT	IN1527129	111-7010-421.44-10	COPIER LEASE PAYMENT	443.09	N
	IN1527397	111-0230-413.43-05	COPIER LEASE CHARGES	73.39	N
	IN1527397	111-0210-413.43-05	COPIER LEASE CHARGES	73.39	N
				589.87	
CENTRAL BASIN WATER ASSN	FISCAL YR 13-14	681-8030-461.41-00	MEMBER DUES	50.00	N
	FISCAL YR 13-14	681-8030-461.41-00	ASSESSMENT	2,697.10	N
				2,747.10	
CENTRAL FORD	214861	741-8060-431.43-20	INTAKE MANIFOLD KIT	310.97	N
	214074	741-8060-431.43-20	ABS CONTROL MODULE	637.54	N
	213903	741-8060-431.43-20	#901 AIR BAG PASS	11.52	N
				960.03	
CHARTER COMMUNICATIONS	7/31-8/30/2013	121-7040-421.56-14	Acct # 824510070389644	42.44	N
				42.44	
CITY OF GARDENA	8/22/2013	111-7010-421.59-10	REGISTR-LA HIDTA HOMICIDE	320.00	N
	8/6/2013	111-7010-421.59-10	REGISTR-IED RECOG & RESP.	40.00	N
				360.00	
CITY OF H.P. PETTY CASH - FINANCE	08/19/13 WR	111-0110-411.61-20	RAFFLE DONATION ITEMS	88.78	N
	08/19/13 WR	111-0110-411.61-20	RAFFLE DONATION ITEMS	8.70	N
	08/19/13 WR	111-0110-411.66-05	COUNCIL DINNER 8/5/2013	138.00	N
	08/19/13 WR	111-0110-411.66-05	SP COUNCIL MTG 8/13/2013	120.55	N
	08/19/13 WR	111-0110-411.66-05	STERNO FUEL COUNCIL DINNR	6.47	N
	08/19/13 WR	111-0110-411.66-05	COUNCIL DINNER 7/15/2013	145.00	N
	08/19/13 WR	111-0210-413.61-20	TWO BOXES OF COFFEE	36.99	N
	08/19/13 WR	111-0230-413.61-20	TWO BOXES OF COFFEE	36.99	N
	08/19/13 WR	111-0230-413.61-20	ORAL BOARD INTERVW LUNCH	50.33	N
	08/19/13 WR	111-0230-413.61-20	ORAL BOARD - BAGELS	15.99	N

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	08/19/13 WR	111-0230-413.61-20	ORAL BOARD - FRUIT	13.96	N
	08/19/13 WR	111-0230-413.61-20	ORAL INTERVIEWS - MUFFINS	11.70	N
	08/19/13 WR	111-0230-413.61-20	CITY NEWSLETTER POSTAGE	0.95	N
	08/19/13 WR	111-9010-419.61-20	CITY NEWSLETTER POSTAGE	0.58	N
				674.99	
CITY OF HUNTINGTON PARK - DENTAL	PPE 8/4/2013	746-0000-217.50-20	CITY OF HP- DENTAL	1,607.32	N
				1,607.32	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 8/4/2013	802-0000-217.30-30	SECTION 125	287.49	Y
				287.49	
CITY OF HUNTINGTON PARK GEA	PPE 8/4/2013	802-0000-217.60-10	GEN EMPLOYEE ASSN DUES	164.50	Y
				164.50	
CITY OF HUNTINGTON PARK- HEALTH	PPE 8/4/2013	746-0000-217.50-10	CITY OF HP- HEALTH	1,650.01	N
				1,650.01	
CIUDAD DE LAS NIEBLAS, INC.	40612	111-0000-228.20-00	REFUND- HALL/PARK DEPOSIT	500.00	N
				500.00	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 8/4/2013	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,917.03	Y
				1,917.03	
COMPUTER SERVICE COMPANY	3845-00166	221-8014-429.56-41	EMERGENCY WIRING REPAIRS	4,828.36	N
	3845-00167	221-8014-429.56-41	CALL OUT REPAIR	527.53	N
	3845-00168	221-8014-429.56-41	GAGE & BRISSELL CROSSWALK	627.00	N
	3845-00169	221-8014-429.56-41	FEB-JUNE 13 MTHLY ON-CALL	1,250.00	N
				7,232.89	
COSTCO	8/14/2013	111-7010-421.61-20	40 CASES COPY PAPER	1,221.14	Y

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				1,221.14	
COUNTY OF L.A. DEPT OF PUBLIC WORKS	PW-12121204709	221-8014-429.56-41	NOV 12 TS MAINT DDG	379.83	N
	PW-13031907083	221-8014-429.56-41	FEB 13 TS MAINT DDG	568.84	N
	PW-13031907083	221-8014-429.56-41	MAR13 TS MAINT DDG	420.38	N
				1,369.05	
CYNTHIA GARCIA	42719	111-0000-347.50-00	REFUND- SUMMER CAMP	135.00	N
				135.00	
CYNTHIA NAVARRO	42533	111-0000-347.50-00	REFUND- BASKETBALL CAMP	45.00	N
				45.00	
DALIA DIAZ	41620	111-0000-347.50-00	REFUND- PRE BALLET	40.00	N
				40.00	
DATA TICKET INC.	47778	111-7065-441.56-41	ONLINE CITATION PROCES	440.00	N
	47725	239-7055-424.56-41	CITATION PROCESSING	357.50	N
				797.50	
DAVID A. SANFORD	8/6/2013	239-7055-424.61-23	PURCHASE REIMBURSEMENT	50.00	N
				50.00	
DAVID C. ORTEGA	41859	111-0000-347.50-00	REFUND- BALLET	80.00	N
				80.00	
DE LAGE LANDEN	18746961	111-7010-421.44-10	COPIER PROPERTY TAX	90.56	N
	18746959	111-7010-421.44-10	COPIER PROPERTY TAX	90.56	N
	18746960	111-7010-421.44-10	COPIER PROPERTY TAX	90.56	N
	18909734	111-0210-413.43-05	08/15/-09/14/2013	65.40	N
	18909734	111-0230-413.43-05	08/15/-09/14/2013	65.40	N

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				402.48	
DELL MARKETING L.P.	XJ684J9F9	745-9030-413.74-10	24IN WIDESCREEN MONITOR	258.09	N
	XJWRDWN6	745-9030-413.74-10	PC W ADOBE	971.00	N
	XJ5R587P1	745-9030-413.74-10	PC ULTRA W/ ADOBE	1,033.12	N
	XJ5W9FCK2	745-9030-413.74-10	SMALL FORM PCS	3,330.28	N
				5,592.49	
DELTA DENTAL	BE000599863	746-0214-413.52-70	AUG 13 DENTAL BENEFITS	8,673.07	N
	BE000598260	746-0214-413.52-70	AUG 13 DENTAL BENEFITS	3,735.17	N
				12,408.24	
DEPARTMENT OF CORONER	13ME0401	111-7030-421.56-41	AUTOPSY REPORTS	166.00	N
				166.00	
DESI ALVAREZ	JULY 2013	681-8030-461.56-41	CONSULTING SERVICES	3,500.00	N
	JULY 2013	283-8040-432.56-41	CONSULTING SERVICES	3,780.00	N
				7,280.00	
DF POLYGRAPH	2013-5	111-7010-421.56-41	POLYGRAPH EXAMINATIONS	175.00	N
				175.00	
DISH NETWORK	8/9-9/8/2013	111-7010-421.61-20	Acct # 82557070780881936	48.00	N
				48.00	
DUGMORE AND DUNCAN , INC.	203711	111-6022-451.43-10	DOOR CYLINDERS	152.49	N
				152.49	
EDWIN RUANO	7453	111-6010-451.74-10	CARPET INSTALLATION	750.00	N
				750.00	

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ELIZABETH BOONE	41383	111-0000-228.20-00	REFUND- HALL DEPOSIT	500.00	N
				500.00	
EMERITA FLORES	42428	111-0000-347.50-00	REFUND- KINDER BALLET	40.00	N
				40.00	
EMPLOYMENT DEVELOPMENT DEPT.	124-7617-2	741-8060-431.56-41	NOTICE OF LEVY- COMSERCO	3,426.00	Y
	124-7617-2	741-8060-431.56-41	NOTICE OF LEVY- COMSERCO	2,284.00	Y
	124-7617-2	111-7030-421.61-20	NOTICE OF LEVY- COMSERCO	158.05	Y
	124-7617-2	741-8060-431.43-20	NOTICE OF LEVY- COMSERCO	2,124.74	Y
				7,992.79	
ESRI	92661015	227-7096-421.74-10	ARC GIS SPATIAL ANALYST	4,905.00	N
				4,905.00	
ESTELA RAMIREZ	7/8-8/1/2013	111-6060-466.33-20	MORNING AEROBICS	257.60	N
	7/8-8/1/2013	111-6060-466.33-20	MORNING AEROBICS	294.40	N
	7/8-8/1/2013	111-6060-466.33-20	ZUMBA	276.00	N
				828.00	
ESTHER CERVANTES	42861	111-0000-347.50-00	REFUND- SUMMER CAMP	40.00	N
				40.00	
ET CHEM LAB, INC	390	535-6090-452.61-20	1 GAL DISINFECTANT	181.50	N
	349	535-6090-452.61-20	1 GAL DISINFECTANT	180.68	N
				362.18	
EULOLIO REGLA	40164	111-0000-228.20-00	REFUND- CM CENTER DEPOSIT	500.00	N
				500.00	
EVELYN RODRIGUEZ	41577	111-0000-347.50-00	REFUND- BEG. BALLET	40.00	N

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				40.00	
EWING IRRIGATION PRODUCTS, INC.	6750820	535-6090-452.61-20	VALVE REPAIR KIT	105.65	N
	6688153	535-6090-452.61-20	IRRIGATION WIRE	293.38	N
	6688152	535-6090-452.61-20	IRRIGATION TUBE	331.84	N
				730.87	
F&A FEDERAL CREDIT UNION	PPE 8/4/2013	802-0000-217.60-40	F & A CREDIT UNION	23,264.68	N
				23,264.68	
FACTORY MOTOR PARTS CO.	3-1641528	741-8060-431.43-20	DEXCOOL ANTIFREEZE	183.77	N
				183.77	
FASTENAL	CALOS 18776	741-8060-431.43-20	BLACK HOSE BUMPER	29.17	N
	CALOS 18671	741-8060-431.43-20	SAFETY EYEWEAR	16.01	N
				45.18	
FEDEX	2-349-97599	111-9010-419.61-20	FEDEX SHIPPING SERVICES	18.52	N
				18.52	
FIRESTONE COMPLETE AUTO CARE	105144	741-8060-431.43-20	# 903 ALIGNMENT SERVICES	437.97	N
				437.97	
GABRIELA DUARTE	42461	111-0000-228.20-00	REFUND- BEG. BALLET	40.00	N
				40.00	
GERARDO A. MARTINEZ	7/1 COUNCIL	111-0110-411.56-41	INTERPRETING SERVICES	225.00	N
	7/15 COUNCIL	111-0110-411.56-41	INTERPRETING SERVICES	225.00	N
	7/30 TOWN HALL	111-0110-411.56-41	INTERPRETING SERVICES	225.00	N
				675.00	

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GIGIS HOLLYDALE APPLIANCE	24832	111-8020-431.43-10	HVAC UNIT	438.90	N
	24792	111-8020-431.43-10	HVAC UNIT	438.90	N
				877.80	
GLOBALSTAR USA	4897060	111-7010-421.61-20	Acct # 1.50018653	41.74	N
				41.74	
GLORIA ROSALES	41679	111-0000-347.50-00	REFUND- BEG. BALLET	40.00	N
				40.00	
GRANICUS	46393	223-9010-419.56-41	OPEN PLATFORM	4,680.00	N
				4,680.00	
GUNSITE ACADEMY INC	9/9-9/13/2013	227-7098-421.59-10	REGISTRATION- M MENDOZA	1,539.00	N
				1,539.00	
HERNANDEZ SIGNS, INC.	12878	111-6020-451.61-35	BANNER REINFORCEMENT	150.00	N
	12879	111-6020-451.61-35	3' x 6' BANNER	425.00	N
				575.00	
HISPANIC AMERICAN POL COMM OFF ASSN	8/22/2013	111-7010-421.59-10	REGISTR-GANGS 101 COURSE	20.00	N
	8/22/2013	111-7010-421.59-10	REGISTR-GANGS 101 COURSE	20.00	N
	8/22/2013	111-7010-421.59-10	REGISTR-GANGS 101 COURSE	20.00	N
	8/22/2013	111-7010-421.59-10	REGISTR-GANGS 101 COURSE	20.00	N
	8/22/2013	111-7010-421.59-10	REGISTR-GANGS 101 COURSE	20.00	N
				100.00	
HOME DEPOT	3087747	741-8060-431.43-20	UNIT #207 ABS ADAPTER	78.95	N
	1240096	741-8060-431.43-20	CREDIT MEMO	-63.92	N
	1593718	111-7020-421.43-10	BUNGEE CORDS	36.44	N
	0040329	535-6090-452.61-20	CHAIN PAIL	140.61	N

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	7081536	535-6090-452.61-20	PLUNGER	13.04	N
	0040302	535-6090-452.61-20	PADLOCK	28.32	N
	0040300	535-6090-452.61-20	PADLOCK	56.64	N
	8050792	535-6090-452.61-20	BUS BENCHES	84.08	N
	00452832	111-6022-451.43-10	ITEMS TO REPAIR OFFICE	164.98	N
	9093303	111-6022-451.43-10	PAINT	60.42	N
	1174827	111-6022-451.43-10	WATER SALT PELLETS	63.70	N
	4090235	111-6022-451.43-10	GRAB BARS	47.90	N
	7091762	111-7020-421.43-10	PAINT/ SUPPLIES	112.79	N
	4170167	111-7020-421.43-10	SUPER STRONG BUNGEE CORDS	24.97	N
	0093147	535-6090-452.61-20	DRYWALL	15.39	N
				864.31	
HONEYWELL INTERNATIONAL INC.	5225327790	111-8022-419.56-41	DUCT WORK REPAIRS	2,325.60	N
				2,325.60	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 8/4/2013	802-0000-217.60-10	POLICE MANAGEMENT DUES	140.00	Y
				140.00	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 8/4/2013	802-0000-217.60-10	POLICE OFFICER ASSN DUES	4,400.90	Y
				4,400.90	
HUNTINGTON PARK RUBBER STAMP CO.	0245747-IN	111-0110-411.61-20	AMEZQUITA PIN	15.75	N
				15.75	
INDEPENDENT CITIES ASSOCIATION	2013-22	111-0240-466.64-00	ANNUAL MEMBERSHIP DUES	2,697.00	N
				2,697.00	
JANO BEDERIAN	7/25-8/4/2013	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	242.00	N
				242.00	

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JAQUELINE HERNANDEZ	42378	111-0000-347.50-00	REFUND- BALLET/ FOLK	135.00	N
				135.00	
JEFF WIGHTMAN	7/25-7/30/2013	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	176.00	N
				176.00	
JENNIE DIAZ	41960	111-0000-347.50-00	REFUND- PRE BALLET	40.00	N
				40.00	
JERRY SANDERS	8/1-8/3/2013	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	176.00	N
				176.00	
JERRY'S AUTO BODY, INC.	28166	741-8060-431.43-20	TAILGATE REPAIRS	584.06	N
	37864	741-8060-431.43-20	TRANSMISSION REBUILT	1,981.00	N
				2,565.06	
JESSICA PEREZ	11/29-11/30/201	111-6020-451.61-35	PURCHASE REIMBURSEMENT	94.96	N
				94.96	
JOEL GORDILLO	AUGUST 2013	223-9010-419.56-41	FILMING/BROADCASTING	1,650.00	N
				1,650.00	
JOHANA MEZA	42271	111-0000-347.50-00	REFUND- PIANO	45.00	N
				45.00	
JOSE HERNANDEZ	42137	111-0000-347.50-00	REFUND- PRE BALLET	40.00	N
				40.00	
JOSEPH KEARNEY	7/27-8/1/2013	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	176.00	N
				176.00	

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JUAN ANTONIO BAUTISTA	6/8-7/13/2013	111-6060-466.33-20	KARATE AND FITNESS	243.20	N
				243.20	
JUAN LOZANO	E6042-E6073	746-0218-413.35-10	TUITION REIMBURSEMENT	420.38	N
				420.38	
JULIA RAMIREZ	42134	111-0000-347.50-00	REFUND- SUMMER CAMP	190.00	N
				190.00	
JULIANA GARCIA	42208	111-0000-347.50-00	REFUND- PRE BALLET	40.00	N
				40.00	
KARINA HERRERA	41768	111-0000-347.50-00	REFUND- KINDER BALLET	80.00	N
				80.00	
KONICA MINOLTA PREMIER FINANCE	233343888	111-7040-421.44-10	COPIER LEASE PAYMENT	1,496.06	N
				1,496.06	
KRONOS INC.	10780863	227-7096-421.74-10	APPLICATION CONSULTANT	855.00	N
				855.00	
LAURA ARANDA	43066	111-0000-347.50-00	REFUND- CAMP OVERPAYMENT	10.00	N
				10.00	
LAURA BANDERAS-AVALOS	42464	111-0000-347.50-00	REFUND- SUMMER CAMP	40.00	N
				40.00	
LB JOHNSON HARDWARE CO #1	656298	535-6090-452.61-20	SHELF BRACKET	19.58	N
	655802	535-6090-452.61-20	BRASS SHUTOFF HOSE	31.02	N
	655965	741-8060-431.43-20	ALN SOCKET 15MM	10.89	N
	656576	535-6090-452.61-20	HEX NUTS	22.13	N

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	656325	535-6090-452.61-20	PIPE GALV TUBE	24.38	N
				108.00	
LEAGUE OF CALIFORNIA CITIES	08/28/13	111-0110-411.65-19	LA DIV-ECON DEV CONF	50.00	N
	2515	111-0240-466.64-00	LA COUNTY DIV MEMBER DUES	1,181.25	N
				1,231.25	
LENTZ LOCKSMITH SERVICE	9836	111-7010-421.61-20	KEY DUPLICATES	267.07	N
	10138	741-8060-431.43-20	UNIT 132 DUPLICATE KEYS	130.00	N
				397.07	
LEW GOSNELL	6/28/2013	111-7010-421.59-10	REGISTRATION REIMBURSE	50.00	N
	6/11/2013	111-7010-421.59-10	REGISTRATION REIMBURSE	25.00	N
				75.00	
LEXIPOL LLC	9076	111-7010-421.56-41	DAILY TRAINING BULLETIN	5,400.00	N
				5,400.00	
LILIA GARCIA	42487	111-0000-347.50-00	REFUND- SUMMER CAMP	85.00	N
				85.00	
LIRA BROS, INC.	HP-01	111-6020-451.61-35	SUMMER CAMP T SHIRTS	342.50	N
	HP-02	111-6020-451.61-35	SUMMER CAMP T SHIRTS	1,802.50	N
				2,145.00	
LOGAN SUPPLY COMPANY, INC.	79410	535-6090-452.61-20	FIRE HOSE	248.52	N
	79382	535-6090-452.61-20	FIRE HOSE	248.52	N
	79479	286-8050-432.61-20	BELTS GLOVES GLASSES	473.50	N
	79500	286-8050-432.61-20	BELTS	13.63	N
	79522	111-8020-431.43-10	GLOVES	92.17	N
	79310	221-8014-429.61-20	TRAFFIC SIGNAL PARTS	573.89	N

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	79311	111-8020-431.43-10	LATEX GLOVES	9.27	N
				1,659.50	
LONG BEACH BMW	88675	741-8060-431.43-20	BIKE 776- REPAIRS	1,368.32	N
				1,368.32	
LORRAINE REYES	42998	111-0000-347.50-00	REFUND- KARATE	75.00	N
				75.00	
LOS ANGELES COUNTY TREASURER	7010-2188121309	111-6010-451.56-41	ANNUAL HEALTH PERMIT FEE	238.00	N
	3410-1834841309	111-6010-451.56-41	ANNUAL HEALTH PERMIT FEE	625.00	N
				863.00	
LOS ANGELES TIMES	8/21-10/1/2013	121-7040-421.56-14	Acct # 010002064114	28.00	N
				28.00	
LYDIA ENRIQUEZ	1/7-2/4/2013	111-6060-466.33-20	INT BALLOON	20.00	N
	1/7-2/4/2013	111-6060-466.33-20	BALLOON DECORATING	100.00	N
	1/9-1/30/2013	111-6060-466.33-20	CAKE DECORATING	160.00	N
				280.00	
MALADY TRUCK PARTS INC.	120602	741-8060-431.43-20	50 AMP CIRCUIT BRAKERS	43.49	N
				43.49	
MANAGED HEALTH NETWORK	3200002366	746-0213-413.52-30	JULY 2013 HEALTH PREMIUM	1,551.76	N
	3200002404	746-0213-413.52-30	AUG 2013 HEALTH PREMIUM	1,551.76	N
				3,103.52	
MARAVILLA FOUNDATION	2207	111-0000-322.10-40	REFUND- CANCELLED PERMIT	43.68	N
				43.68	

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MARIA DIAZ	42332	111-0000-347.50-00	REFUND- SUMMER CAMP	40.00	N
				40.00	
MARIA LOURDES VIERA	42712	111-0000-347.50-00	REFUND- INT. BALLET	35.00	N
				35.00	
MARIA M. HERRERA	42139	111-0000-347.50-00	REFUND- BEG BALLET	40.00	N
				40.00	
MARIA VARGAS	41154	111-0000-347.50-00	REFUND-CAKE DECORATING	27.00	N
				27.00	
MARIO RIVAS	826823	287-8057-432.61-20	AUTO ZONE OIL FILTER EVNT	123.68	N
				123.68	
MARISELA FLORES	41688	111-0000-228.20-00	REFUND- LOUNGE DEPOSIT	500.00	N
				500.00	
MAYWOOD MUTUAL WATER COMPANY, NO. 1	4/25/13-6/20/13	111-6022-451.62-10	ACCT #312600353	640.75	N
	4/25/13-6/20/13	111-6022-451.62-10	ACCT #312600351	429.00	N
	4/25/13-6/20/13	111-6022-451.62-10	ACCT #312600352	112.75	N
				1,182.50	
MCMASTER-CARR SUPPLY CO.	55932934	111-6022-451.43-10	WATER COOLER	714.19	N
				714.19	
METALCLAD INSULATION CORPORATION	26466	246-5098-463.73-10	6814 STATE ST	15,735.60	N
	26430	246-5098-463.73-10	7320 CALIFORNIA	10,674.00	N
				26,409.60	
MICHAEL CHEE	006	111-0210-413.56-41	JUNE 13 PUB AFF/PIO SUPRT	1,170.34	N

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	006	286-8050-432.54-00	JUNE 13 PUB AFF/PIO SUPRT	581.28	N
	006	533-5020-463.56-54	JUNE 13 PUB AFF/PIO SUPRT	581.28	N
	006	111-9010-419.61-20	JUNE 13 PUB AFF/PIO SUPRT	3,501.91	N
				5,834.81	
MIRIAM SALAZAR	42395	111-0000-347.50-00	REFUND- BEG BALLET	40.00	N
				40.00	
MISC-ONE TIME VENDORS	08/21/13	111-0110-411.65-18	CCCA-PEREZ	20.00	N
				20.00	
MONEY SYSTEMS TECHNOLOGY INC.	1630	231-7060-421.43-05	SMALL CANISTER/ CARTS	5,044.00	N
				5,044.00	
MONICA GUZMAN	42653	111-0000-347.50-00	REFUND- SUMMER TEE BALL	65.00	N
				65.00	
MOTION PICTURE LICENSING CORP.	503842776	111-6010-451.56-41	ANNUAL LICENSE FEE	546.78	N
				546.78	
MR. HOSE INC.	1266421	741-8060-431.43-20	PRESSURE HOSE	321.65	N
				321.65	
NAPA PARTS WHOLESALE	039327	741-8060-431.43-20	AIR INTAKE CLEANER	82.27	N
	039200	741-8060-431.43-20	PORTA COOL PUMP	195.11	N
	038944	741-8060-431.43-20	BATTERY WASHERS	36.84	N
	038460	741-8060-431.43-20	NEW WATER PUMP	46.86	N
	040406	741-8060-431.43-20	DISC BRAKE PADS	731.15	N
	040123	741-8060-431.43-20	REPLACEMENT PAD	485.32	N
	040530	741-8060-431.43-20	DISC BRAKE PADS	522.89	N
	040831	741-8060-431.43-20	HALOGEN CAPSULE	105.85	N

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	040832	741-8060-431.43-20	HALOGEN CAPSULE	190.32	N
				2,396.61	
NATION WIDE RETIREMENT SOLUTIONS	PPE 8/4/2013	802-0000-217.40-10	DEFERRED COMP	22,080.06	N
				22,080.06	
NATIONAL CONSTRUCTION RENTALS INC	3690093	212-6010-451.73-10	TEMPORARY PANELS	756.00	N
				756.00	
NATIONAL LAW ENFORCEMENT SUPPLY	94606	111-7022-421.61-24	POLICE SUPPLIES	271.86	N
				271.86	
NICHOLE LANDRY	7/23-7/27/13	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	176.00	N
				176.00	
NORA MEZA	42790	111-0000-347.50-00	REFUND- SUMMER CAMP	75.00	N
				75.00	
NORMA V. CERVANTES	42590	111-0000-347.50-00	REFUND- SUMMER CAMP	65.00	N
				65.00	
NXTEC SALES GROUP INC.	1061649	535-6090-452.61-20	SAFETY GLOVES	106.45	N
				106.45	
O'REILLY AUTO PARTS	2959-119383	741-8060-431.43-20	WHEEL NUT	159.41	N
	2959-119473	741-8060-431.43-20	FOG CAPSULE	31.42	N
	2959-119366	741-8060-431.43-20	BRAKE ROTOR	176.06	N
	2959-125175	741-8060-431.43-20	RADIATOR HOSE	197.45	N
	2959-124857	741-8060-431.43-20	IDLE AIR VALVE	62.16	N
	2959-124855	741-8060-431.43-20	IACV GASKET	3.12	N
	2959-129321	741-8060-431.43-20	HUB BEARING ASSEMBLY	247.19	N

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	2959-129989	741-8060-431.43-20	CABIN FILTER	41.40	N
	2959-128213	741-8060-431.43-20	AIR FILTER	29.50	N
				947.71	
OLDTIMERS FOUNDATION	JULY 2013	219-0250-431.56-42	DIAL-A-RIDE	13,328.00	N
	JULY 2013	220-0250-431.56-43	COMBI SHUTTLE	64,912.88	N
	JULY 2013	219-0000-340.30-00	PROGRAM INCOME JULY 2013	-11,080.92	N
	JULY 2013	219-0000-340.50-00	SIX VEHICLE DEDUCTION	-1,650.00	N
				65,509.96	
OLIVIER & DOYLE BODY SHOP	10070	741-8060-431.43-20	AUTO REPAIRS #135	72.00	N
				72.00	
ORIENTAL TRADING COMPANY, INC.	658459155	111-6020-451.61-35	MOVIES N THE PARK SUPPLIE	154.70	N
				154.70	
OVERLAND, PACIFIC & CUTLER, INC	1306127	246-5098-463.56-41	RELOCATION ASSISTANCE	230.00	N
				230.00	
OZARKS AUDIO VISUAL	12699	111-7030-421.61-20	ANCHOR RC-6000 CHARGER	42.00	N
				42.00	
PAC HP HOLDINGS LLC	CIT001	111-7022-421.44-10	PD SUBSTATION RENT	105.00	N
				105.00	
PATRICIA DE LEON	41856/41765	111-0000-347.50-00	REFUND- K/PRE BALLET	80.00	N
				80.00	
PATRICIA GALARZA	42251	111-0000-228.20-00	REFUND- SENIOR PK DEPOSIT	250.00	N
				250.00	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
PATRICIA GONZALEZ	41604	111-0000-347.50-00	REFUND- PRE BALLET	35.00	N
				35.00	
PATS 605 CYCLERY	476402	111-7022-421.61-28	BICYCLE SUPPLIES	46.98	N
				46.98	
PECHANGA RESORT & CASINO	8/29/2013	219-0250-431.57-70	BUS REFUNDABLE DEPOSIT	500.00	Y
				500.00	
PENSKE CHEVROLET	151960	741-8060-431.43-20	DOOR HANDLE REPLACEMENT	55.31	N
	152089	741-8060-431.43-20	COOLANT HOSES & THERM.	85.01	N
				140.32	
PEP BOYS	06031010000	741-8060-431.43-20	GOODYEAR BLACK MATS	46.62	N
				46.62	
PITNEY BOWES	467279	111-9010-419.44-10	RED INK CARTRIDGE	572.51	N
				572.51	
POSTAGE BY PHONE RESERVE ACCT	8/19/2013	111-9010-419.53-20	REPLENISH POSTAGE METER	2,000.00	N
				2,000.00	
PRIMESTOR DEVELOPMENT, INC.	1296	239-5220-463.56-41	REVITALIZATION PROF SERV.	26,070.00	N
	1318	239-5220-463.56-41	REVITALIZATION PROF SERV.	12,480.00	N
				38,550.00	
PRO FORCE LAW ENFORCEMENT	180448	227-7098-421.61-22	TASER SUPPLIES	2,823.10	N
				2,823.10	
PRUDENTIAL OVERALL SUPPLY	50496590	111-8022-419.43-10	MAT RENTAL 7/02/13	26.13	N
	50492229	111-8022-419.43-10	MAT RENTAL 7/16/13	26.13	N

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	50500963	111-6010-451.56-41	MAT CLEANING	68.39	N
	50500962	111-6010-451.56-41	MAT CLEANING	37.18	N
	50500964	111-8022-419.43-10	MAT RENTAL	26.13	N
	50500965	111-7010-421.61-20	MAT CLEANING SERVICES	15.90	N
				199.86	
QUALITY CODE PUBLISHING LLC	2013-232	111-1010-411.56-41	SUPL SRV HP MUN CODE BOOK	1,471.07	N
				1,471.07	
QUINN POWER SYSTEMS	WX38010	741-8060-431.43-20	SPECIAL GENERATOR REPAIRS	562.50	N
				562.50	
RAUL ALCANTARA	7/9-7/30/2013	111-6060-466.33-20	PIANO INSTRUCTOR SERVICES	147.20	N
	7/9-7/30/2013	111-6060-466.33-20	PIANO INSTRUCTOR SERVICES	110.40	N
				257.60	
RELIABLE OFFICE SUPPLIES	DT550000	111-3010-415.61-25	COIN BAGS	223.39	N
				223.39	
REUBEN PACHECO	8/5/2013	111-6030-451.61-35	REFEREE TRAINING - STAFF	44.00	N
				44.00	
RICOH AMERICAS CORP	18741114	111-6010-451.56-41	COPIER PROPERTY TAX	32.72	N
	18639839	111-6010-451.56-41	JULY 2013 COPIER LEASE	672.27	N
				704.99	
RICOH AMERICAS CORPORATION	23591458	111-9010-419.44-10	JUNE 2013 PRINTER LEASE	1,485.53	N
				1,485.53	
RICOH USA, INC.	5026996380	111-9010-419.61-20	ADD. IMAGES COLOR COPIER	775.74	N
				775.74	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
ROSIE HINOJOSA	38559	111-0000-228.20-00	REFUND- COMM CNTR DEPOSIT	500.00	N
				500.00	
SAN BERNARDINO COUNTY SHERIFF DEPT	12905	111-7010-421.56-41	SHERIFF'S FIRING RANGE	100.00	N
				100.00	
SANCHEZ AWARDS	347	111-6020-451.61-35	4TH OF JULY PLAQUES	326.70	N
	356	111-0110-411.61-20	SISTER CITY PLAQUES	69.30	N
	365	111-0110-411.61-20	AZTECA AMERICA PLAQUE	69.30	N
	368	111-0110-411.61-20	AZTECA AMERICA PLAQUE	87.45	N
				552.75	
SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2068204	681-8030-461.56-41	WATER/SEWER MAINTENANCE	92,111.85	N
	STES 2068204	283-8040-432.56-41	WATER/SEWER MAINTENANCE	11,824.55	N
	STES 2068426	681-8030-461.56-41	MAINTENANCE & REPAIR	181.43	N
	STES 2068106	681-8030-461.56-41	JUNE 13 WATER/SEWER MAINT	92,111.85	N
	STES 2068106	283-8040-432.56-41	JUNE 13 WATER/SEWER MAINT	11,824.55	N
				208,054.23	
SIDNEY ABRAHAM	726	111-7030-421.61-20	FUEL REIMBURSEMENTS	863.04	N
				863.04	
SINALOA AUTO GLASS	I000251	741-8060-431.43-20	WINDSHIELD REPLACEMENT	234.85	N
				234.85	
SMART & FINAL	100560	239-6060-466.61-20	AFTR SCHOOL FOOD SUPPLIES	113.86	N
	198969	111-8020-431.61-20	COFFEE SUPPLIES	41.22	N
	185196	111-6020-451.61-35	4TH OF JULY FOOD SUPPLIES	127.58	N
	185850	111-6020-451.61-35	4TH OF JULY PICNIC SUPPL.	61.20	N
	187225	111-6020-451.61-35	SUMMER CAMP FOOD SUPPLIES	159.10	N

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	198968	111-0110-411.66-05	CITY COUNCIL DINNERS	258.96	N
	103119	111-6020-451.61-35	TOWN HALL MTG SNACKS	94.80	N
	103652	111-6020-451.61-35	FOOD SUPPLIES	80.51	N
	138364	239-7055-424.61-23	CITIZEN ACADEMY SNACKS	33.37	N
	109737	111-0210-413.61-20	APPROVAL#483328	30.40	N
	109737	111-0230-413.61-20	APPROVAL#483328	26.36	N
				1,027.36	
SMITH FASTENER	34090	535-6090-452.61-20	BOLTS & NUTS	14.92	N
				14.92	
SONSRAY MACHINERY, LLC	C19514	741-8060-431.43-20	FUEL PUMP & GASKET	55.20	N
	C19518	741-8060-431.43-20	TRACTOR SEAT REPLACEMENT	126.73	N
				181.93	
SOUTH COAST AIR QUALITY MGMT DISTR.	2630205	741-8060-431.43-20	FISCAL YEAR EMISSIONS FEE	117.87	N
	2629180	741-8060-431.43-20	BOILER/HOT WATER HEATER	951.21	N
	2625865	741-8060-431.43-20	FISCAL YEAR EMISSIONS FEE	117.87	N
	2624585	741-8060-431.43-20	LIQUID FUEL DISPEN SYSTEM	504.55	N
				1,691.50	
SOUTHERN CALIFORNIA EDISON	6/27-7/29/2013	221-8014-429.62-10	Acct # 2-01-855-2612	79.35	N
	6/27-7/29/2013	221-8014-429.62-10	Acct # 2-32-914-2632	48.46	N
	6/27-7/29/2013	535-8016-431.62-10	Acct # 2-28-688-3640	56.89	N
	6/27-7/29/2013	535-8016-431.62-10	Acct # 2-28-688-3978	63.89	N
	6/27-7/29/2013	535-8016-431.62-10	Acct # 2-28-688-4051	75.49	N
	6/27-7/29/2013	535-8016-431.62-10	Acct # 2-28-688-4127	55.93	N
	6/27-7/29/2013	535-8016-431.62-10	Acct # 2-28-688-4242	99.02	N
	6/27-7/29/2013	535-8016-431.62-10	Acct # 2-28-688-4333	159.44	N
	6/17-7/17/2013	681-8030-461.62-20	Acct # 2-01-855-1531	4,486.49	N
	6/17-7/17/2013	681-8030-461.62-20	Acct # 2-01-855-1572	4,534.43	N

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
	6/25-7/25/2013	535-8016-431.62-10	Acct # 2-01-855-2240	47.69	N
	6/25-7/25/2013	535-8016-431.62-10	Acct # 2-29-265-0868	69.18	N
	6/25-7/25/2013	535-8016-431.62-10	Acct # 2-29-265-0926	53.31	N
	6/25-7/25/2013	535-8016-431.62-10	Acct # 2-29-265-0959	55.05	N
	6/26-7/26/2013	535-8016-431.62-10	Acct # 2-29-265-0983	104.86	N
	6/25-7/25/2013	535-8016-431.62-10	Acct # 2-29-265-1007	197.52	N
	6/26-7/26/2013	535-8016-431.62-10	Acct # 2-29-265-1411	144.41	N
	6/25-7/25/2013	535-8016-431.62-10	Acct # 2-29-265-1429	70.02	N
	6/26-7/26/2013	535-8016-431.62-10	Acct # 2-29-265-1437	69.15	N
	6/25-7/25/2013	535-8016-431.62-10	Acct # 2-29-265-1452	114.10	N
	6/25-7/25/2013	535-8016-431.62-10	Acct # 2-29-265-1536	117.04	N
	6/5-7/5/2013	111-7020-421.62-10	Acct # 2-27-682-4422	1,392.67	N
	6/27-7/29/2013	221-8014-429.62-10	Acct # 2-33-807-1582	52.99	N
	6/27-7/29/2013	111-6022-451.62-10	Acct # 2-01-854-7448	27.94	N
	6/28-7/30/2013	111-6022-451.62-10	Acct # 2-26-482-0861	1,016.28	N
	7/1-7/31/2013	535-8016-431.62-10	Acct # 2-29-179-3933	225.35	N
	7/1-7/31/2013	535-8016-431.62-10	Acct # 2-29-265-1346	73.98	N
	7/1-7/31/2013	535-8016-431.62-10	Acct # 2-29-265-1361	96.23	N
	7/1-7/31/2013	535-8016-431.62-10	Acct # 2-29-265-1551	142.98	N
	7/1-7/31/2013	535-8016-431.62-10	Acct # 2-29-519-1068	131.01	N
	6/25-7/25/2013	535-8016-431.62-10	Acct # 2-28-688-4416	3,426.01	N
	6/27-7/29/2013	111-6022-451.62-10	Acct # 2-01-854-7539	27.62	N
				17,314.78	
SOUTHERN CALIFORNIA MUNICIPAL	1471	111-6040-451.61-35	SPRING 2013 COED SOFTBALL	238.00	N
				238.00	
SPARKLETTS	4532412 072513	111-1010-411.61-20	7/9-7/23/13 WATER DLVRY	7.02	N
				7.02	
STANDARD INSURANCE COMPANY	00 378917 0001	746-0216-413.52-80	LIFE INSUR, AD&D & LT DSB	8,697.68	N

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				8,697.68	
STOVER SEED COMPANY	0834713	535-6090-452.61-20	TURF SEED	915.60	N
				915.60	
SUNGARD PUBLIC SECTOR INC.	68173	111-0230-413.43-05	HR MODULES	559.00	N
	68173	111-3010-415.43-05	GMBA MODULES	1,315.00	N
	68173	111-3011-419.43-05	BUS LICENSE & CIT MODULES	3,685.00	N
	68173	111-6010-451.43-05	REC TRACK INTERFACE MOD.	290.00	N
	68173	681-3022-415.43-05	UTILITY MODULES	2,987.00	N
	69526	111-0230-413.43-05	SEPT13 HR MODULES	559.00	N
	69526	111-3010-415.43-05	SEPT13 GMBA MODULES	1,315.00	N
	69526	111-3011-419.43-05	SEPT13 DAT BL CIT MODULES	3,685.00	N
	69526	111-6010-451.43-05	SEPT13 REC TRAC INT MODUL	290.00	N
	69526	681-3022-415.43-05	UTILITY MODULES	2,987.00	N
				17,672.00	
T-MOBILE USA	751334	111-7030-421.61-20	TEXT MESSAGE RETRIEVAL	50.00	N
				50.00	
THE OMEGA GROUP	008260-IN	227-7096-421.74-10	CRIME VIEW LICENSES	5,700.00	N
				5,700.00	
THE PIN CENTER	0713002	111-0110-411.61-20	LABEL PINS WITH CITY LOGO	1,020.00	N
				1,020.00	
THE PLUMBERS WAREHOUSE	9477008	111-8022-419.43-10	RESTROOM PARTS	271.60	N
	9575361	111-6022-451.43-10	WATER HEATER	261.60	N
				533.20	
THE WALKING MAN INC.	E4638	286-8050-432.61-20	DISTRIBUTION OF DOOR HGRS	1,300.00	N

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				1,300.00	
TRAFFIC PARTS	371499	221-8014-429.61-20	TRAFFIC SIGNAL MATERIAL	1,340.00	N
	372156	221-8014-429.61-20	TRAFFIC SIGNAL PARTS	500.00	N
				1,840.00	
TRITECH SOFTWARE SYSTEMS	4003171	111-7040-421.56-41	RMS CAD MOBILE SOFTWARE	43,162.11	N
				43,162.11	
TRUGREEN LANDCARE	7560758	535-6090-452.56-60	TREE & GROUND MAINTENANCE	12,337.17	N
	7560758	231-3024-415.56-41	TREE & GROUND MAINTENANCE	2,250.00	N
	7560758	111-8095-431.56-60	TREE & GROUND MAINTENANCE	17,010.69	N
				31,597.86	
TYCO INTEGRATED SECURITY	01490368	111-6022-451.56-41	AUG 2013 ALARM SERVICES	66.67	N
	04190363	111-7010-421.56-41	AUG 2013 ALARM SERVICES	2,487.98	N
				2,554.65	
U.S. BANK	PPE 8/4/2013	802-0000-217.30-20	PARS PART-TIME	2,004.78	Y
	PPE 8/4/2013	802-0000-217.30-20	CITY OF HP-PARS EMPLOYEE	3,609.12	Y
	PPE 8/4/2013	802-0000-218.10-05	CITY OF HP-PARS EMPLOYER	16,145.42	Y
				21,759.32	
U.S. HEALTH WORKS	2323990-CA	111-0230-413.56-41	ASST REC LEADER CRL	414.00	N
	2318365-CA	111-0230-413.56-41	ASST REC LEADER CRL	414.00	N
	2323990-CA	111-0230-413.56-41	DS-RANDOM DOT	277.00	N
	2331359-CA	111-0230-413.56-41	PRE-EMPLOYMENT PHYSICALS	439.00	N
	2327640-CA	111-0230-413.56-41	PE-DOT EXAM	70.00	N
				1,614.00	
UNIFIED NUTRIMEALS	0223556-IN	111-6055-451.57-42	JUL 1-15 FOOD SERVICES	6,409.00	N

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
	0223593-IN	111-6055-451.57-42	JUL 15-31 FOOD SERVICES	7,332.00	N
				13,741.00	
UNITED WAY OF GREATER	PPE 8/4/2013	802-0000-217.60-20	UNITED WAY	5.00	Y
				5.00	
UPS	0000F911X6303	111-7010-421.61-20	SHIPPING CHARGES	14.07	N
	0000F911X6283	111-7010-421.61-20	SHIPPING CHARGES	1.76	N
				15.83	
VAVRINEK, TRINE, DAY & CO, LLP	0098847-IN	111-3013-415.56-41	JUNE 13 ACCTNG SERVICES	5,600.00	N
				5,600.00	
VERONICA LOPEZ	41992	111-0000-347.50-00	REFUND- KINDER BALLET	40.00	N
				40.00	
VISION SERVICE PLAN-CA	AUGUST 2013	746-0215-413.52-40	VISION SRV PLAN COBRA EMP	90.41	N
	AUGUST 2013	746-0215-413.52-40	VISION SRV PLN ACTIVE EMP	4,450.98	N
				4,541.39	
VIVIANA PADILLA	42621	111-0000-347.50-00	REFUND- SUMMER CAMP	40.00	N
				40.00	
WALTERS WHOLESALE ELECTRIC COMPANY	2062832-00	111-6022-451.43-10	MUNICIPAL BUILDING REPAIR	260.47	N
	2062400-00	111-6022-451.43-10	ELECTRICAL REPAIR	68.34	N
	2062153-00	535-8016-431.61-45	STREET LIGHT REPAIR	20.69	N
				349.50	
WELLS FARGO BANK-FIT	PPE 8/4/2013	802-0000-217.20-10	WELLS FARGO BANK- FIT	59,655.69	N
				59,655.69	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
WELLS FARGO BANK-MEDICARE	PPE 8/4/2013	802-0000-217.10-10	WELLS FARGO BANK-MEDICARE	7,461.28	N
				7,461.28	
WELLS FARGO BANK-SIT	PPE 8/4/2013	802-0000-217.20-20	WELLS FARGO BANK- SIT	21,507.24	N
				21,507.24	
WILMAR	291991602	111-6022-451.43-10	BLANK KEYS	44.28	N
				44.28	
ZEE MEDICAL, INC.	0140448979	111-1010-411.61-20	MEDICAL SUPPLIES	33.81	N
	0140448981	111-5010-419.61-20	FIRST AID SUPPLIES	32.57	N
	0140448977	111-6010-451.56-41	MEDICAL SUPPLIES	312.28	N
	0140448978	111-7010-421.61-20	FIRST AID KIT ITEMS	279.20	N
	0140448980	111-0210-413.61-20	FIRST AID CABINET SUPPL.	10.90	N
	0140448980	111-0230-413.61-20	FIRST AID CABINET SUPPL.	10.90	N
				679.66	
				1,374,955.46	

CITY OF HUNTINGTON PARK
WARRANT REGISTER
8/19/2013

SALARY CHARGES OF EMPLOYEES: PAY PERIOD ENDING

PPE 8/4/2013

FUND	FUND DESCRIPTION	AMOUNT
111	GENERAL FUND	563,350.98
212	P & R GRANTS	
216	EMPLOYEE RETIREMENT FUND	
219	SALES TAX-TRANSIT FUND - A	4,580.65
220	SALES TAX-TRANSIT FUND - C	4,661.72
221	STATE GASOLINE TAX FUND	13,109.38
222	MEASURE R	
224	OFFICER TRAFFIC SAFETY	
226	AIR QUALITY IMPROVEMENT	52.10
227	OFFICE OF CRIMINAL JUSTICE	
228	POLICE SUPP LAW ENF SERV	
229	ASSET FORFEITURE	646.24
231	PARKING SYSTEM FUND	5,781.93
232	ART IN PUBLIC PLACES FUND	
239	FEDERAL CDBG FUND	14,021.34
242	HUD HOME PROGRAM	7,978.61
246	PROPERTY REHABILITATION	372.99
283	SEWER MAINTENANCE FUND	420.66
285	SOLID WASTE MANAGEMENT FUND	2,209.34
286	ILLEGAL DISPOSAL ABATEMENT	9,926.16
287	SOLID WASTE RECYLCE GRANT	986.53
334	PED/BIKE PATH FUND	
335	ENERGY EFFICIENT GRANT	
349	CAPITAL IMPROVEMENT FUND	
533	BUSINESS IMPROVEMENT DISTRICT FUND	68.22
535	STREET LT & LDSCPE ASSMT FUND	6,117.11
681	WATER DEPARTMENT FUND	9,493.59
741	FLEET MAINTAINENCE FUND	9,104.81
745	RISK MANAGEMENT FUND	6,611.22
746	EMPLOYEE BENEFIT FUND	5,681.60
GRAND TOTAL		665,175.18



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

August 19, 2013

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

Dear Mayor and Members of the City Council:

RESOLUTION ESTABLISHING THE CITY'S COMMITMENT TO COLLABORATE WITH COMMUNITIES FOR A BETTER ENVIRONMENT (CBE) ON THE BROWN-TO-GREEN PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt the resolution establishing the City's commitment to collaborate with Communities for a Better Environment (CBE) to implement the Brown-to-Green Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2010, Communities for a Better Environment (CBE) received a Brownfields Area-Wide Planning Grant from the United States Environmental Protection Agency (EPA) to conduct research, receive technical assistance, and undergo training to create an area-wide plan and implementation strategy to redevelop brownfield sites. A permissible use of the grant funds included facilitating civic engagement in the brownfield remediation planning process.

Over the course of the project, CBE conducted extensive community outreach, including facilitating planning workshops, focus group discussions, and brownfield training sessions. The discussions were centered on a 110-acre site in the northwest area of the City, which contains a number of brownfield sites. Per EPA, the term "brownfield site" means real property, of which the expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The Brown-to-Green Project Area is bounded by Slauson Avenue to the north, Cottage Street and Albany Avenue to the east, Gage Avenue to the south, and Wilmington Avenue to the west. The Project Area has long been home to heavy manufacturing operations which have caused soil and groundwater contamination throughout the area.

RESOLUTION ESTABLISHING THE CITY'S COMMITMENT TO COLLABORATE WITH COMMUNITIES FOR A BETTER ENVIRONMENT (CBE) ON THE BROWN-TO-GREEN PROJECT

August 19, 2013

Page 2 of 3

The Huntington Park Brown-to-Green Implementation Plan identifies certain catalytic sites within the Project Area and the necessary steps to begin the transformation of those brownfield sites, with the goal of aligning new investments with the community's vision.

The following are the potential catalytic project sites identified in the Plan:

1. Southland Steel: a vacant industrial site located at the northwest corner of Alameda and Randolph Streets
2. Festival Site: a commercial site located at the southeast corner of Alameda Street and Slauson Avenue
3. Randolph Rails-with-Trails: a semi-active rail corridor located along Randolph Street with potential for open or recreational space

A key strategy identified within the Plan is the preparation of a Specific Plan for the Project Area as a whole or any one of the individual catalytic project sites. Therefore, CBE is seeking City collaboration to identify funding opportunities for this planning effort.

Adoption of the recommended resolution demonstrates a commitment on behalf of the City to partner with CBE to transform the Brown-to-Green Project Area.

FISCAL IMPACT/FINANCING

There will be no impact to the General Fund as a result of this action. The City and CBE will work together to identify various sources of funding for the preparation of a specific plan for the Brown-to-Green Project.

CONCLUSION

Upon City Council approval, staff will forward an executed copy of the resolution to CBE and continue to coordinate with CBE in seeking funding opportunities for the preparation of a specific plan for the Brown-to-Green Project.

RESOLUTION ESTABLISHING THE CITY'S COMMITMENT TO COLLABORATE
WITH COMMUNITIES FOR A BETTER ENVIRONMENT (CBE) ON THE BROWN-TO-
GREEN PROJECT

August 19, 2013

Page 3 of 3

Respectfully submitted,



RENÉ BOBADILLA, P.E.
City Manager



JAMES A. ENRIQUEZ, P.E.
Director of Public Works / City Engineer

ATTACHMENTS

- A) Executive Summary for the Huntington Park Brown-to-Green Implementation Plan
- B) Proposed Resolution

ATTACHMENT "A"

Huntington Park Brown to Green Implementation Plan--**DRAFT**

Prepared by *Communities for a Better Environment*

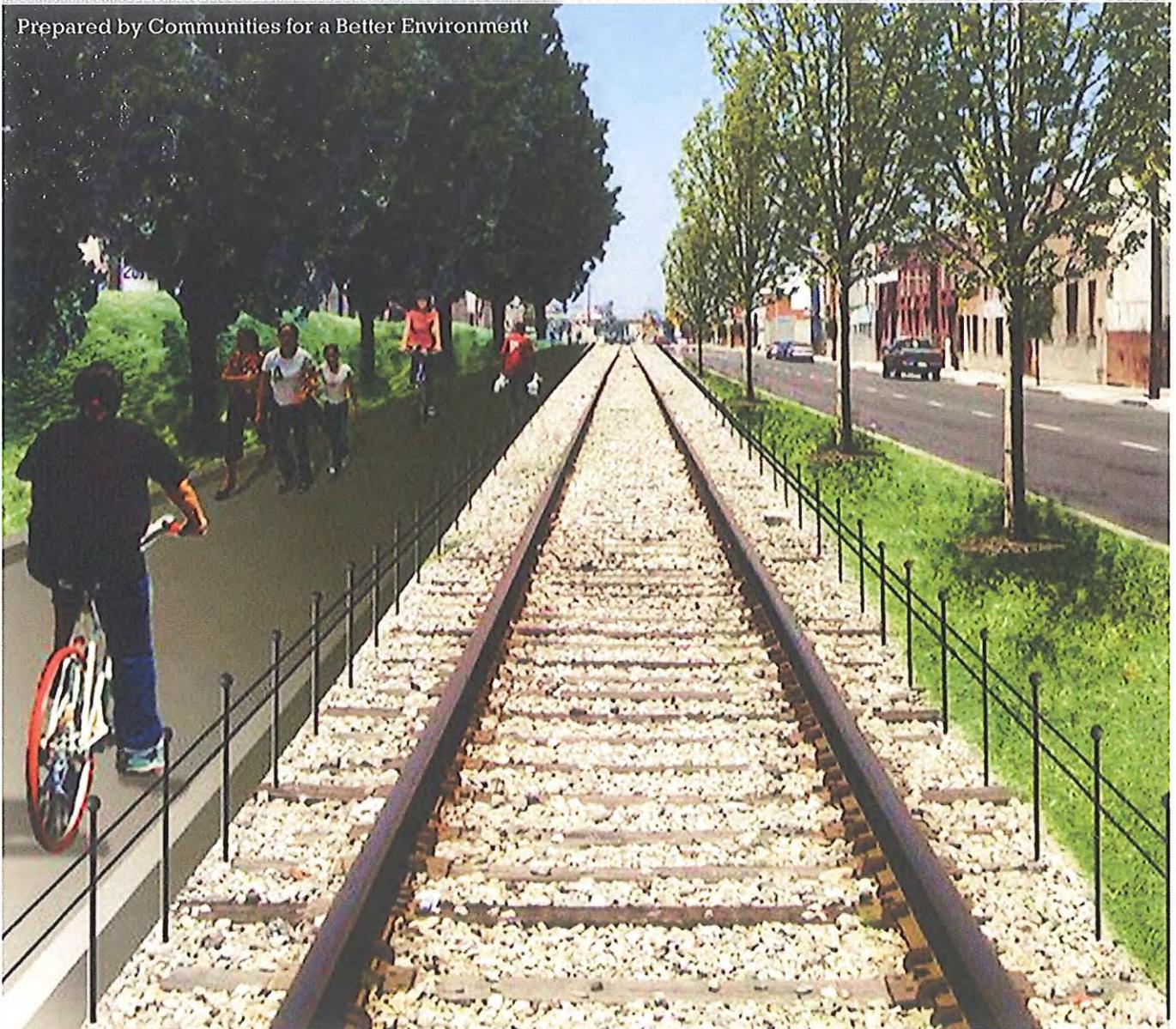
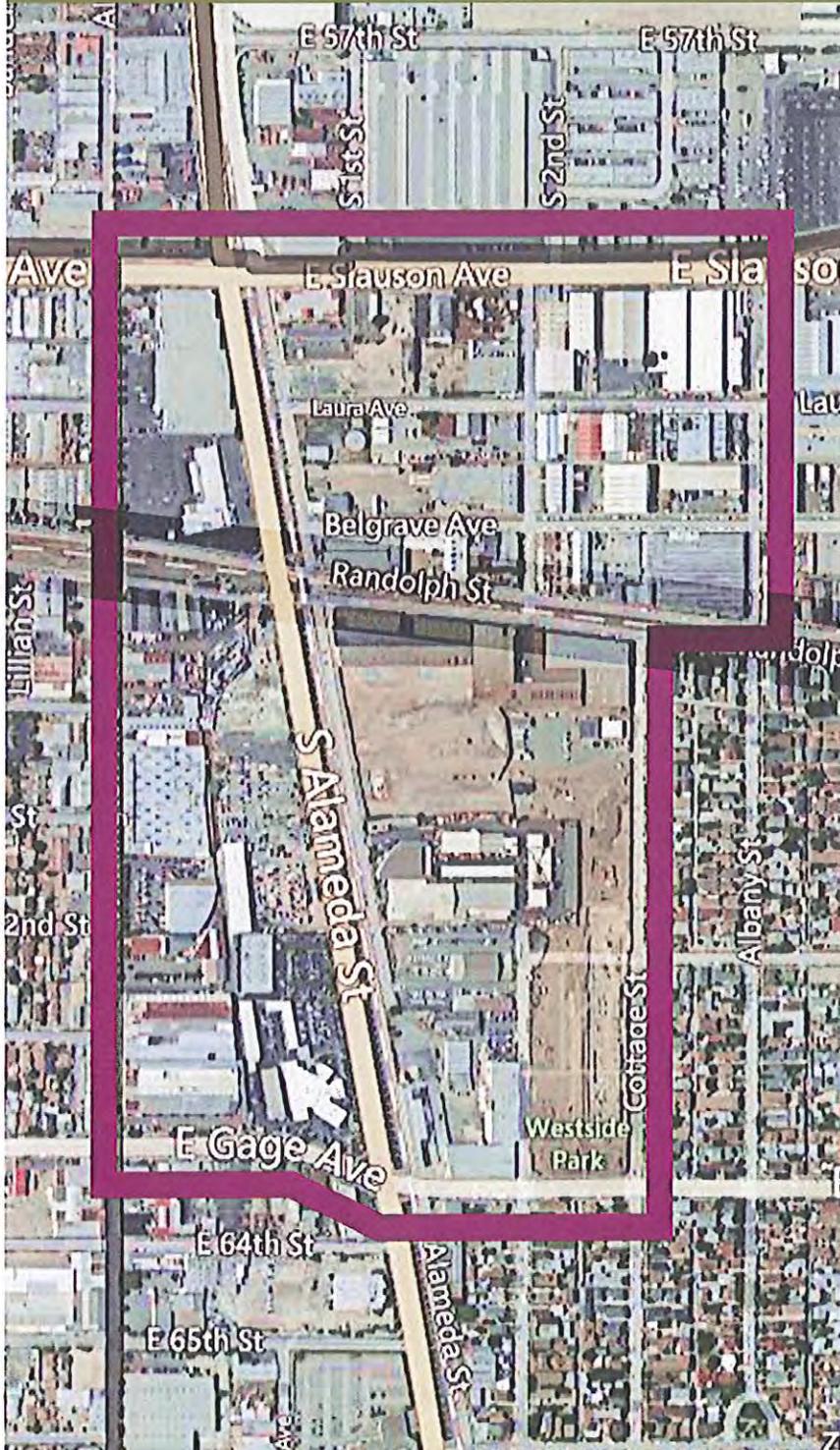


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HUNTINGTON PARK BROWN-TO-GREEN IMPLEMENTATION PLAN

Executive Summary



In 2010, Communities for a Better Environment (CBE) received a Brownfields Area-Wide Planning Grant from the Environmental Protection Agency (EPA) to conduct research, receive technical assistance, and undergo training to create an area-wide plan and implementation strategy to redevelop brownfield sites. A permissible use of the grant funds included facilitating civic engagement in the brownfield remediation planning process.

Over the course of project, CBE conducted extensive community outreach, including facilitating planning workshops, focus group discussions, and brownfield training sessions.

The discussions were centered on a 110-acre site in northwest of City of Huntington Park (CA), which contained a number of brownfields. The Brown-to-Green project area is bounded by Slauson Avenue to the north, Cottage and Albany avenues to the east, Gage Avenue to the south, and Wilmington Avenue to the west.

The Project Area has long been home to heavy manufacturing operations which have caused soil and groundwater contamination throughout the area. The economic downturn has stalled the City of Huntington Park's efforts to redevelop the brownfield area.

HUNTINGTON PARK BROWN-TO-GREEN IMPLEMENTATION PLAN

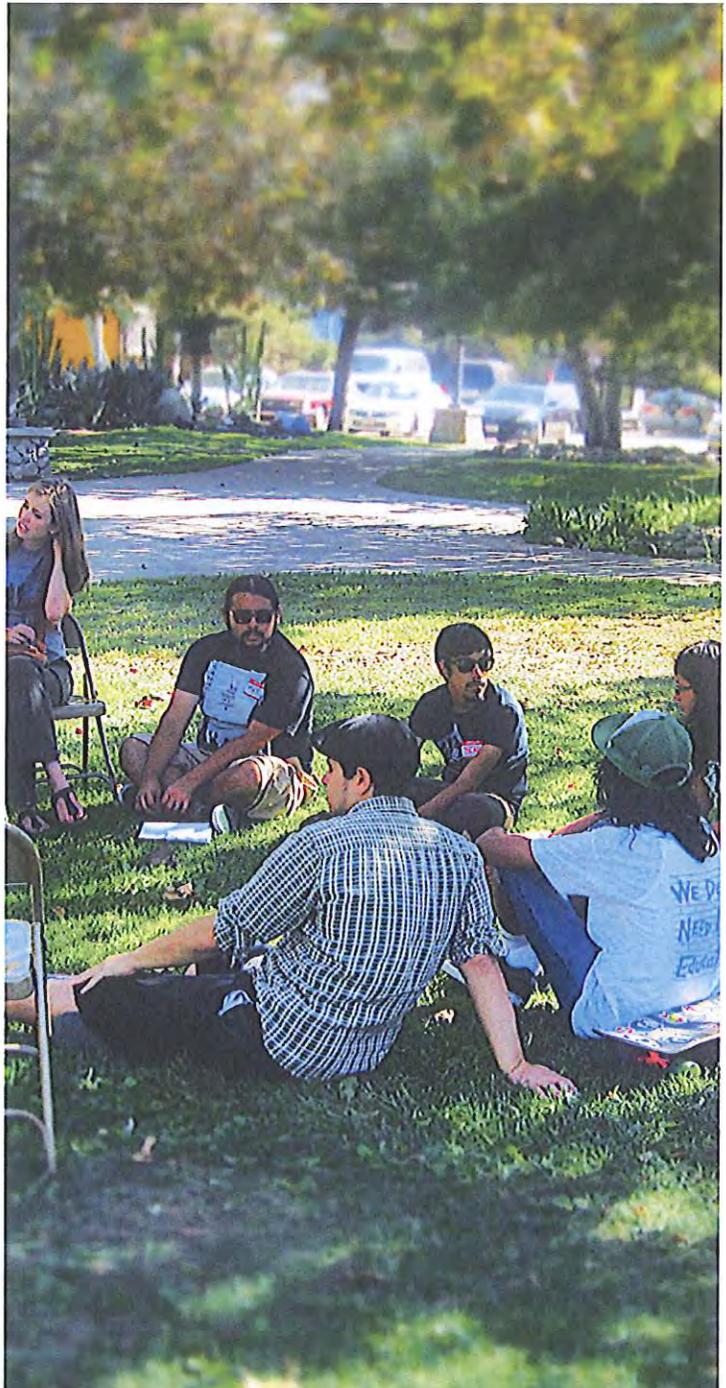
With the funding provided by the EPA, CBE was tasked with accomplishing three goals:

- 1. To create a community-driven vision** for the Brown-to-Green project area,
- 2. To enhance the capacity of community members** to engage in city revitalization efforts, and
- 3. To create an implementation plan** that outlines steps to realize the community vision.

During the course of this project, CBE relied on assistance from a number of different entities including US EPA, SRA International Inc., Center for Creative Land Recycling, City of Huntington park, ELP Advisors and others for accomplishing various tasks for this project.

CBE engaged Estolano LeSar Perez Advisors LLC (ELP Advisors) to develop an implementation plan for CBE's Brown-to-Green project based on extensive community engagement and numerous workshops

The implementation plan is intended to identify the necessary next steps to begin the transformation of the brownfield, with the goal of aligning new investments with the community's vision. The results of this work are detailed in this plan.



HUNTINGTON PARK BROWN-TO-GREEN IMPLEMENTATION PLAN



This report provides an overview of activities during this project and builds on CBE's education and organizing work to articulate a vision for the area, detail project-specific goals, and identify an implementation strategy to begin transforming the project area into a healthy and vibrant community. The implementation plan describes four critical elements necessary to transform the area:

Updating planning documents to provide a clear framework for investment by specifying desired uses, scale, phasing, and design guidelines. These documents will codify the community's vision and may substantially lower the cost of development by reducing the time spent in the entitlement process.

Investing in near-term infrastructure improvements to reduce development costs and signal the community's commitment to improving the site.

Defining longer-term catalytic projects to accelerate the transformation of the area.

Developing deep, diverse, and enduring partnerships to build a coalition of support for the community vision. The community should establish partnerships with groups who can provide funding, investment, and support for the community's transformative vision. Outreach targets may include civic leaders, developers, non-profit groups, philanthropic institutions, as well as local and regional governments.

HUNTINGTON PARK BROWN-TO-GREEN IMPLEMENTATION PLAN

This implementation plan outlines the following recommendations:

Planning: CBE will work with the city to have the Brown-to-Green project area included in the General Plan Amendment process. CBE will build community support to create a Specific Plan for the project area, and seek funding for these planning efforts by working with the city, interested property owners, businesses, and investors.

Near Term Projects: CBE will pursue small-scale infrastructure and landscaping improvements in the project area, including investments in multi-modal infrastructure for pedestrians, bicyclists, and transit users. CBE will also work with property owners to raise awareness about the area's environmental contamination, and to track ongoing remediation efforts.

Catalytic Projects: Based on CBE's outreach work and expert analysis by ELP Advisors, we have identified the following potential "catalytic projects":

- Southland Steel: a vacant industrial site with potential for a light manufacturing facility
- Festival Site: a commercial site with potential for community-serving retail
- Randolph Rails-with-Trails: a semi-active rail corridor with potential for open or recreational space

Funding: CBE will continue to monitor potential funding sources and seek new ones.

Partnerships: CBE will engage with partners across all sectors to realize their vision for the Brown-to-Green project area. Potential partners include the City of Huntington Park, other governmental agencies, developers, intermediary groups (such as consultants and non-profits), and coalitions.

CBE and its community allies will focus their efforts on securing funding to plan and implement projects. At the same time, the organization will work towards obtaining cross-sector support for the Brown-to-Green vision so that it will be well positioned to transform this brownfield area into a vibrant community asset.

ATTACHMENT "B"

1 RESOLUTION NO. _____

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON
3 PARK ESTABLISHING ITS COMMITMENT TO COLLABORATE WITH
4 COMMUNITIES FOR A BETTER ENVIRONMENT (CBE) TO IMPLEMENT
THE BROWN-TO-GREEN PROJECT

5 WHEREAS, the City of Huntington Park is dedicated to creating a sustainable vision
6 and community for its residents;

7 WHEREAS, the northwest area of the City of Huntington Park contains a number of
8 brownfield sites which pose risks to the residents and businesses;

9 WHEREAS, the term "brownfield site" means real property, the expansion,
10 redevelopment, or reuse of which may be complicated by the presence or potential
11 presence of a hazardous substance, pollutant, or contaminant;

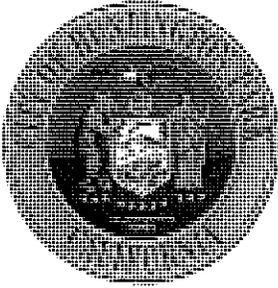
12 WHEREAS, revitalization of these sites would create jobs, economic growth, and
13 elevate the quality of life for residents of Huntington Park and attract additional investments,
14 grants, and governmental funds to the City;

15 WHEREAS, Communities for a Better Environment (CBE) has been partnering with
16 the City, community residents and other stakeholders to create a vision for the 110-acre
17 northwest area of the City bounded by Wilmington Avenue, Slauson Avenue, Cottage Street
18 and Gage Avenue (Project Area);

19 WHEREAS, the United States Environmental Protection Agency (EPA) awarded CBE
20 an area-wide visioning and planning grant to engage residents and stakeholders in creating
21 a vision and an implementation plan for the Project Area (Brown-to-Green Project);

22 WHEREAS, the vision for the Brown-to-Green Project is to transform the subject
23 contaminated industrial area into a healthy and vibrant community asset that offers quality
24 jobs, local ownership opportunities, community-oriented retail, and cultural/or recreational
25 spaces;

26 WHEREAS, CBE has worked closely with community members and expert
27 consultants to develop an implementation plan for the Project Area;



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

August 19, 2013

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

Dear Mayor and Members of the City Council:

AGREEMENT WITH LA BUSINESS CONNECT, INC TO PROVIDE BUSINESS TECHNICAL ASSISTANCE TO LOCAL BUSINESS FOR THE CITY OF HUNTINGTON PARK

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the agreement with LA Business Connect to provide business technical assistance to local business for the City of Huntington Park.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Last year more than 25% of new businesses failed within six months of opening in the City of Huntington Park. The majority of the failed businesses were small independent business operators.

The primary reason why these small businesses fail is due to the lack of adequate business training and a thorough understanding of the process required to opening a new business in the City of Huntington Park. The impact of these businesses failure results in:

- 1) Vacancies: declining rents
- 2) Loss of revenue to City

Resulting in economic instability, making it more difficult to revitalize the Downtown and other business sector of the City.

There is a significant need to provide effective economic development programs that directly assists small businesses with Technical Assistance and provides them the needed resources and tools to succeed. The City has ear marked \$142,000 in Community Development Block Grant (CDBG) funds for Economic Development programs in the City's Annual Action Plan for Fiscal Year 2013-14. The ultimate goal of

AGREEMENT WITH LA BUSINESS CONNECT TO PROVIDE BUSINESS TECHNICAL ASSISTANCE TO LOCAL BUSINESS FOR THE CITY OF HUNTINGTON PARK

August 19, 2013

Page 2 of 4

the economic development programs is to improve the business friendliness environment in the City and foster real community economic growth and prosperity.

LA Business Connect approached the City with an innovative economic development program to educate and assist small businesses with core business practices that will help them succeed. Their practical approach of technical assistance from real world business experience and proven standard business practice makes LA Business Connect a unique and qualified firm.

The attached agreement with LA Business Connect is to provide:

1. On-site technical assistance to local City businesses at (no-cost) and (bi-lingual) business training seminars
2. City businesses needs survey and assessment
3. Recommendations to improve the City's business license process
4. Program marketing and attraction

LA Business Connect is a unique one-stop business services center and business/economic development consultant firm specializing in providing entrepreneurs and small business owners with business services, training seminars, and economic development tools to establish and grow small businesses. LA Business Connect also provides professional bilingual services to meet the needs of the Spanish speaking Latino business entrepreneurs.

LA Business Connect will be providing the following economic development services.

1. Business Licensing Process Analysis: *Assist staff in analyzing the existing business license process from business perspective and develop recommendations to improve the process.*
2. City Business needs survey and assessment: *Conduct a specific survey and needs assessment to determine core issues and needs businesses are currently facing and provide recommendation for programs to assist businesses.*
3. Program marketing and attraction: *Develop a professional bilingual (English and Spanish) video and presentation folder and service flyers highlighting the benefits and process to open a business in the City.*
4. On-site Business Technical Assistance & Training Seminars: *No cost, one-on-one business technical assistance at City Hall; Training seminars at City Hall for local and prospective businesses.*

AGREEMENT WITH LA BUSINESS CONNECT TO PROVIDE BUSINESS TECHNICAL ASSISTANCE TO LOCAL BUSINESS FOR THE CITY OF HUNTINGTON PARK

August 19, 2013

Page 3 of 4

LA Business Connect will be housed in City Hall facilities to allow direct access to new and existing businesses and to answer questions and provide technical assistance. The one-on-one technical assistance services will be provided at City Hall in a private setting which will allow access to resources and to assist business owners in an expedited manner.

FISCAL IMPACT/FINANCING

This contractual agreement will not have financial impact to the City's General Fund. Community Development Block Grant (CDBG) funds has been budgeted for these services in the City Budget and in the Annual Action Plan. The contract is for an amount not to exceed \$33,625.

CONTRACTING PROCESS

LA Business Connect provided an unsolicited proposal to the City on June 20, 2013. Subsequently, staff requested proposals from for-profit and non-profit economic development firms and was unsuccessful in obtaining responses from firms that can provide similar services. Under CDBG procurement rules "Noncompetitive Proposals (Sole Source):

Procurement by noncompetitive proposals (sole source) shall be used when small purchase (under \$100,000), competitive sealed bids, or competitive proposals are not feasible". Noncompetitive proposals will involve the solicitation of a proposal from only one source. This can also occur if solicitations under the competitive proposals procedures result in only one RFP or RFQ. The qualifications for this type of procurement, one of the following circumstances must apply:

- 1. The item or service is available only from a single source;*
- 2. It is determined that a public urgency or emergency exists and the urgency will not permit the delay beyond time needed to employ one of the other three methods of procurement.*
- 3. After solicitation of a number of sources, competition is determined to be inadequate.*

LA Business Connect provides a unique combination of services that are tailored to our local businesses and also provides recommendations on the City's business license process from a business perspective. Staff has determined that these services qualify under item number 1 and 3 of the HUD procurement requirement for sole source.

**AGREEMENT WITH LA BUSINESS CONNECT TO PROVIDE BUSINESS
TECHNICAL ASSISTANCE TO LOCAL BUSINESS FOR THE CITY OF
HUNTINGTON PARK**

August 19, 2013

Page 4 of 4

CONCLUSION

This agreement will allow the City's to continue with its mission in providing business technical assistance and improve the success rate of small business in our community.

Respectfully submitted,



RENÉ BOBADILLA
City Manager, P.E.



JULIO F. MORALES
Director of Finance

ATTACHMENTS

A: Proposed Agreement

ATTACHMENT "A"

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of **August 19, 2013**, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("City"), and LA BUSINESS CONNECT, 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 the business technical assistance for local (City of Huntington Park) businesses, as specified in the "Scope of Services" 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 accordance with Exhibit "B" (the "Schedule of Compensation") in a total amount not to exceed **Thirty Three Thousand Six Hundred Twenty Five Dollars (\$33,625)** (the "Contract Sum"), except as provided in Section 1.2. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, but not exceeding the Contract Sum, or such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement at Consultant's actual cost, without additional overhead or services charge, for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation.

2.2 Method of Payment. Unless otherwise provided in the Schedule of Compensation, 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 diligently and within the time period established in Exhibit "A" (the "Scope of Work"). Extensions to the time period specified in the Schedule of Performance 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. The term of this agreement shall commence on _____, 2013 and terminate on _____, 2014 (initial term). This agreement may be extended upon mutual agreement by both parties (extended term). Unless earlier terminated in accordance with Sections 8.11 or 8.12 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, except as otherwise provided in the Schedule of Performance.

SECTION FOUR: COORDINATION OF WORK

4.1 Representative of Consultant. **Ruben Sanchez, President** 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, City Manager** 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 principals. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.3 Ownership of Documents. Originals of all drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, 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 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, City Manager
6550 Miles Avenue
Huntington Park, CA 90255

To Consultant: LA Business Connect, Inc.
Ruben Sanchez, President
205 South Broadway, Suite 413
Los Angeles, CA 90012

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:

LA BUSINESS CONNECT, INC.

By: _____

René Bobadilla City Manager,
City of Huntington Park

By: _____

Name: Ruben Sanchez

Title: President

ATTEST:

By: _____

Name: _____

By: _____

Rocio Martinez, Acting City Clerk,
City of Huntington Park

Title: _____

APPROVED AS TO FORM

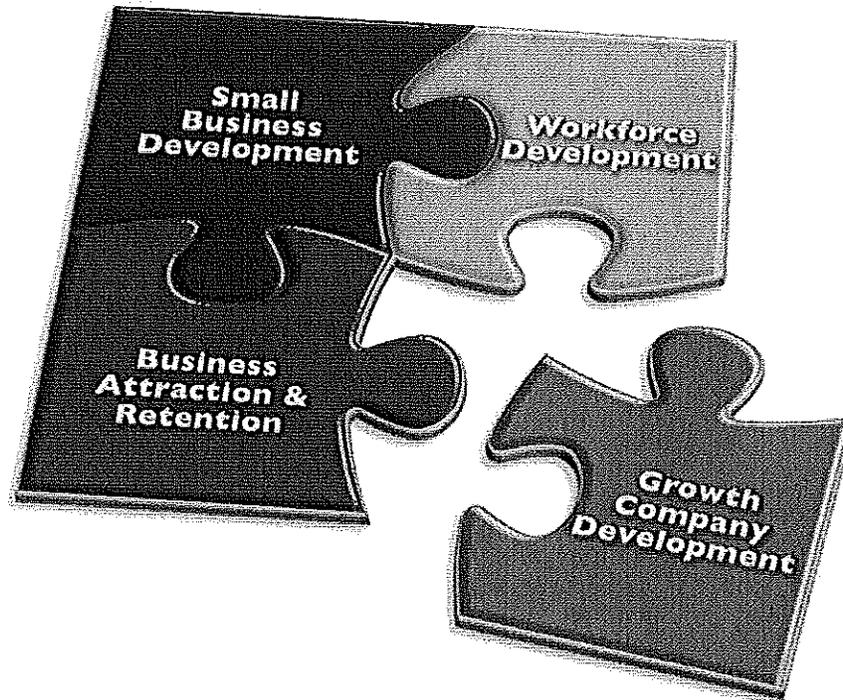
By: _____

City Attorney, City of Huntington Park

EXHIBIT A
SCOPE OF SERVICES

City of Huntington Park

Business/Economic Development Proposal Summary



June 20, 2013



205 S. Broadway, Suite 413

Los Angeles, CA 90012

213.621.7600

WWW.LABUSINESSCONNECT.COM

PROPOSED SERVICES SUMMARY

PROPOSED SERVICES

(Start Date: July 1, 2013)

	Project Timeline	Budget
#1 - Business License Process Analysis		
Business License Process Analysis & Recommendation	\$125/Hr @ 5 Hrs	\$625
#2 - City Business Survey		
Survey City of Huntington Park Businesses	4 - 6 Weeks	\$8,000
Survey Results Analyzed		
#3 - Marketing/Attraction		
City of HP Video Development (5-minute)	4 - 6 Weeks	\$9,000
Business Information Package New Business	4 - 6 Weeks	\$4,000
#4 - Business Technical Assistance		
In-House Business Technical Assistance Consultant	Ongoing	\$0
Monthly Seminars (12 Seminars - 1 Monthly)	Monthly	\$12,000
TOTAL BUDGETED COST		\$ 33,625

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SCOPE OF SERVICES

SERVICE #1: BUSINESS LICENSING PROCESS ANALYSIS

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The proposed LA Business Connect (LABC) business license review will analyze the recommended business licensing changes from city committee. The analysis will provide recommended areas of improvement to the current business licensing application and will add to the efficient approval and business friendliness of the city.

Service Objective:

Review committee recommended business license application changes and provide feedback for a user friendly (bilingual) business license application.

LABC Consulting Hourly Rate:

\$125

Project Timeline:

5 Hrs

<i>Core Service Tasks</i>	<i>Task Description</i>	<i>Project Timeline</i>
Review Improved business licensing process	Review the proposed application	2 Hrs
Identify areas of improvement and efficiency	Recommend areas of improvement	3 Hrs

SERVICE #2: CITY BUSINESS NEEDS SURVEY & ASSESMENT

The ability to create an effective economic/business development program is dependent on the ability to clearly define critical needs of City of Huntington Park businesses. The proposed business survey will allow for an objective view from actual city business owners and managers, providing a better understanding of the key business and economic development services needed to best serve the city businesses.

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Service Objective:

Determine core issues and needs City of Huntington Park businesses are currently facing.

Project Timeline:

4 – 6 Weeks

<i>Core Service Tasks</i>	<i>Task Description</i>
Development and Design of Business Survey:	The LABC team will develop a custom business survey to best capture information relating to current concerns and core needs of business owners.
Business Licensee Database Analysis	Analyze database and establish core outreach strategy for potential businesses to survey
Survey Delivery	The LABC Team will be responsible for surveying at least 100 business owners from various industries and sizes. All surveys will be in person by the LABC staff.
Survey Results Analyzed and Reported	All survey results will be tallied and analyzed for patterns and areas of opportunity. All data related to the survey will be available to city departments and city management

SERVICE #3: PROGRAM MARKETING/ATTRACTION

Video Development (City Business Intro Video)

Planning and development of a bilingual business introductory video for city entrepreneurs and potential business owners. The proposed video will highlight core business benefits of operating within the city, business licensing process, city resources, and incentives. The video can also be utilized for other city websites to cross promote city business attraction and development efforts. All project coordination will be managed by LABC Staff.

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The following are the anticipated video features:

- 5-Minute Video Length
- Business Resources Available
- Highlight Process to Open a business in the City
- Highlight City Opportunities

Objective:

Develop a professional bilingual (English/Spanish) video highlighting the benefits and process to open a business in Huntington Park

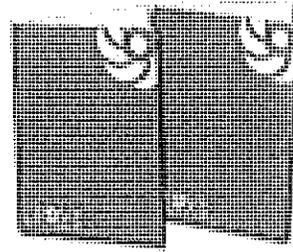
Project Timeline:

4 – 6 Weeks

<i>Core Service Tasks</i>	<i>Task Description</i>
Strategic Video Development	Determine Strategic Message and Details
Writing of Script/Frame Shot	Video Scenes & Content Development Writing
Video Production	Actual video production recording (Bilingual)
Post Video Editing & Final Cut	Final video editing and cuts

Business Information Package (Bilingual)

Presentation Folder & Service Flyers



The City of Huntington Park Business Information Package will be a city branded presentation folder and service/resource package. The Business Information Package will highlight critical business information, service offerings, technical assistance, seminar opportunities, and additional resources. This business information package will also be available in Spanish.

The business information package will be handed to each potential business license applicants and interested business owners. This marketing tool will highlight the initial steps and requirements of establishing a business in the city. In addition, it will also cross promote resources available to them as potential city business owners. This branded package will be available in printed format and displayed in City Hall and downloadable (PDF) via city websites.

The following Flyer topics will be Included:

- Process to Open a Business in City of HP
- State Enterprise Zone
- Commercial Rehabilitation Project
- Business Assistance/Seminars
- Opportunities within the City
- Additional Resources

Service Objective:

Business engagement tool that will minimize city personnel time explaining the process and develop a more informed business owner.

Project Timeline:

4 – 6 Weeks

<i>Core Service Tasks</i>	<i>Task Description</i>
Services Flyer Content Development	Custom Content Development & Strategy
Service Flyer Design	Custom Flyer Design for City Brand Consistency
Flyer Printing	Final Flyer Printing

SERVICE #4: ON-Site (CITY HALL) BUSINESS TECHNICAL ASSISTANCE & TRAINING SEMINARS

On-Site (City Hall) Business Technical Assistance Consulting (BTA)

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No cost, One-on-one business technical assistance services will be provided to City Hall visitors on behalf of the LA Business Connect (LABC) consulting team. As an approved City Vendor, LABC will offer bilingual, professional, on-site business consulting services to potential business owners seeking to open a business within city limits.

This service will provide tremendous value to potential city entrepreneurs by offering no cost professional business consulting. This service will help minimize the information gap many Spanish speaking business owners currently face.

Core Business Technical Assistance (BTA) Services Include:

- License/Permit Requirements
- Strategic Business Planning (Financial Planning and Marketing)
- Access to Capital
- Business Incentives
- Tax Planning/Asset Protection
- Other Regulatory Requirements

Service Objective

- Assist potential business owners and entrepreneurs with technical questions regarding how to open and grow their business in the City of Huntington Park.
- Decrease the 6-month business closure rate of 25%.

Days LABC Staff Schedule for Presence in City Hall:

- Monday & Wednesday (10am – 4pm)

Training Seminars (English/Spanish)

The proposed small business training seminars will focus on core target business topics and information needs. The following training seminars will be offered for early stage (Pre-Startups/Entrepreneurs) and growing (Micro-Enterprise/Small Businesses). The LA Business Connect (LABC) staff will oversee all participant recruitment, content development, and training delivery. In addition to seminars, the LABC team will provide materials to all participants.

The training seminars will provide tremendous complementary value to the technical assistance offered under this program. By teaching a large segment of participants on basic topics, we can focus our technical assistance on other critical topics such as tax planning, accounting management, marketing, and workforce development.

<p>Pre-Startups/Entrepreneurs <i>Entrepreneur Training Program (ETP)</i></p> <p>The ETP training program will target pre-startups and entrepreneurs. All of the entrepreneur training seminars will be offered in English and Spanish. Due to the large amount of Spanish speaking business owners, there will be a large emphasis on holding frequent Spanish seminars.</p> <p>Training Topics Covered:</p> <ul style="list-style-type: none"> • Business Plan Development • Strategic Planning • Business Startup Needs • Licensing and Requirements • Access to Capital 	<p>Micro-Enterprise/Small Businesses <i>Micro-Enterprise Training Program (MTP)</i></p> <p>THE MTP training seminars will target established micro-enterprises and small business owners. MTP seminars will cover core topics of interest and customized to city business needs. All Micro-Enterprise Training program seminars will be provide in English and Spanish.</p> <p>Training Topics Covered:</p> <ul style="list-style-type: none"> • Strategic Planning • Financial Management • HR/Workforce Development • Access to Capital
---	---

- Training Dates:** Evenings
- Training Time:** 6pm – 9pm
- Training Length:** 1 Day (Per Training Program Type) (12 Total Per Year)
- Training Budget:** \$12,000/Year

PROPOSED IMPLEMENTATION TIMELINE

CITY OF HUNTINGTON PARK PROJECT IMPLEMENTATION TIMELINE	Duration Months											
	July	August	September	October	November	December	January	February	March	April	May	June
	1	2	3	4	5	6	7	8	9	10	11	12
Business License Process Analysis												
Business License Process Analysis												
Recommendations for Improvement												
City Business Survey												
Survey City of Huntington Park Businesses												
Survey Results Analyzed												
Marketing/Attraction Development												
City of HP Video Development (5-Minutes)												
Business Information Package New Business												
Business Technical Assistance												
In-House Business Technical Asst. Consultant												
Monthly Seminars (12 Seminars - 1 Month)												

e | 9

EXHIBIT B

SCHEDULE OF COMPENSATION

Payment shall be on a "Fixed Fee" basis in accordance with the Consultant's Schedule of Compensation attached herewith for the work tasks performed in conformance with Section 2.2 of the Agreement. Total compensation for all work under this contract shall not exceed **Thirty Three Thousand Six Hundred Twenty Five Dollars** (\$33,625) except as specified in Section 1.2 - Changes and Additions to Scope of Services of the Agreement.



BusinessConnect

YOUR LOCAL BUSINESS PARTNER

City of Huntington Park
Economic Development Program

August 19, 2013

ABOUT LA BUSINESS CONNECT

- ▶ City of Los Angeles Headquartered
- ▶ Latino Owned – 100% Bilingual (Spanish)
- ▶ For-Profit Multi-Disciplinary Firm (Economic Development & Business Consulting Firm)
- ▶ One-Stop Business Services Company
- ▶ Specializing in Los Angeles County



LA County Small Business Specialist

- ▶ 20+ Years Combined Staff Experience
- ▶ Specializing in Economic Development Incentives, Tools, and Resources
- ▶ Diverse Understanding of Various Industries and Technical Business Needs
- ▶ **Experience:**
 - Over 1,000 Small Businesses opened
 - Over 1200 individuals trained on various business topics

LABC – Core Areas of Service

1. Business Consulting
2. Economic Development Consulting
3. Core Technical Business Services
 - DBA Filing
 - Corporate Filing
 - Licensing
 - Business Plan Development
 - Marketing/Graphic Design
 - Etc....
4. Training Seminars

City Greatest Challenges

Elimination of Local ED Resources:

- ▶ Redevelopment Agencies (RDA)
- ▶ California State Enterprise Zones
- ▶ Pacific Blvd. Business Improvement District (BID)

Huntington Park Business Profile

- ▶ 25% business closure rate within 6 months of applying for business license
- ▶ Language Barrier (High Immigrant Community)
- ▶ Limited knowledge of Business Licensing and Development Process
- ▶ Limited trust in government

Proposed LABC Services

1. Business License Process Analysis and Improvement
2. City Business Needs & Assessment Survey
3. Program Marketing & Attraction
4. On-Site (City Hall) Business Technical Assistance (No Cost)
5. Bilingual Small Business Training Seminars

Business License Process Analysis & Improvement

- ▶ Detailed Analysis & Review Current Business Licensing Process
- ▶ Identify areas of improvement and efficiency
- ▶ Implementation of recommended changes
- ▶ **Service Objective:** Improve & Streamline Process

City Business Needs & Assessment Survey

- ▶ Development & Design of Business Survey
 - ▶ Business Licensee Database Analysis
 - ▶ Survey Delivery (100 + small businesses)
 - ▶ Survey Results Analyzed and Reported
-
- ▶ **Service Objective:** Determine core issues and current business needs

Program Marketing & Attraction

- ▶ **City Business Introductory Video**
 - 5–Minute Video Length
 - Highlight Process to Open a Business in the City
 - Resources Available
 - Highlight City and Community Opportunities
- ▶ **Business Information Package**
 - Business Information Package highlighting various resources and business process in City of HP.

Service Objective: Business Engagement & City Marketing



On-Site Business Technical Assistance & Seminars

- ▶ On-Site LA Business Connect Consultant
 - Monday & Wednesday 10 – 2 pm.
- ▶ No-Cost Consulting Services Available to Clients (Bi-lingual)
- ▶ No-Cost Monthly Seminars (Bi-lingual) for Entrepreneurs & Micro-Enterprises.

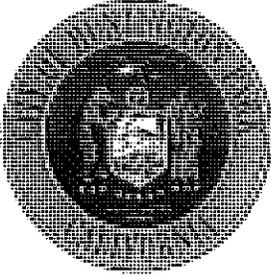
- ▶ **Service Objective:** Increase business owner education and technical assistance support

Expected Program Outcomes

- ▶ Minimize Business Closure rate of 25% to below 20%
- ▶ Increase Business Engagement
- ▶ Increase City Business Friendliness & Attract New Diverse Business Industries
- ▶ Develop Well Informed Small Business Owners
- ▶ Better serve the business community of Huntington Park

QUESTIONS?





CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

August 19, 2013

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

Dear Mayor and Members of the City Council:

REQUEST FOR TOW AND STORAGE FEE INCREASE FROM H.P. AUTOMOTIVE & TOW, INC.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the requested fee increases proposed by H.P. AUTOMOTIVE & TOW, INC.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

H.P. Automotive & Tow, Inc. (HP Tow) has submitted a letter to Chief of Police Jorge Cisneros requesting approval for an increase in towing and storage fees. The letter dated July 15, 2013 was received from Mr. Jimmy Sandhu, President of H.P. Automotive & Tow, Inc.

The Police Department recommends approval of the requested fee increases. Upon review of the exhibit information included with the request from H.P. Tow, the fee adjustments sought are appropriate and not inconsistent with services provided by other companies.

FISCAL IMPACT/FINANCING

The Police Department includes funding in its budget for services provided by H.P. Tow under "Police Administration – Contractual Services" / Account# 111-7010-421.56-41.

The fiscal impact to the Police Department is limited as our agency is not regularly charged for fees associated with towed or stored vehicles. The increase in storage and tow fees will more regularly impact individuals whose vehicles are towed and stored through services provided by this sole provider of tow services under City contract.

REQUEST FOR TOW AND STORAGE FEE INCREASE FROM H.P. AUTOMOTIVE & TOW, INC.

August 19, 2013

Page 2 of 3

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under contract with the City of Huntington Park, H.P. Tow remains the exclusive towing service provider for light, medium, and heavy duty towing for the City until June 30, 2022. As part of the existing contract, H.P. Tow may apply for an adjustment of the rates not more often than once annually. This is the only adjustment request received for the current fiscal year.

The requested fee adjustments should have no effect on any other provision of the standing contract; including FREE emergency roadside assistance for the City's vehicles when necessary. There is no language in the existing contract concerning a limitation on distance from the City limits.

CONTRACTING PROCESS

H.P. Tow is currently the sole provider of contract services provided for the Police Department.

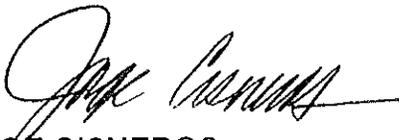
CONCLUSION

Upon approval by City Council:

1. The City Manager shall execute an amendment to the existing agreement.

Respectfully submitted,

RENE BOBADILLA
City Manager, P.E.



JORGE CISNEROS
Chief of Police

REQUEST FOR TOW AND STORAGE FEE INCREASE FROM H.P. AUTOMOTIVE &
TOW, INC.

August 19, 2013

Page 3 of 3

ATTACHMENTS

Attachment A: Letter from Mr. Jimmy Sandhu, President of H.P. Automotive & Tow, Inc. dated July 15, 2013.

Attachment B: AMENDMENT NO. 2 TO AMENDED AND RESTATED AGREEMENT FOR FURNISHING OF TOWING AND STORAGE SERVICE AND DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK

Attachment C: AMENDED AND RESTATED AGREEMENT FOR FURNISHING OF TOWING AND STORAGE SERVICE AND DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK (signed by all parties in July 2009).

ATTACHMENT "A"

H.P. AUTOMOTIVE & TOW, INC.

POLICE IMPOUND & STORAGE SERVICE

Light • Medium • Heavy



July, 15 - 2013

Mr. Jorge Cisneros, Chief of Police
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

RE: Request for Towing and Storage Fee Increase

Dear Mr. Cisneros:

It is with great pleasure that H.P. Automotive & Tow Services, Inc. (hereafter "H.P. Tow") provides the towing and storage services for the City of Huntington Park (hereafter "City"). We are proud of our relationship with the City and we look forward to many more years in this relationship of quality services. Our goal is to always improve our operations and to provide our governmental agencies with the highest quality and most efficient services in our industry.

In order to continue to provide the greatest quality of services, our request is herein made pursuant to the Towing Agreement, between H.P. Tow and the City. Given the current economic conditions, increased fuel costs, insurance, workers compensation and overall increases in overhead expenditures, our industry has faced significant increases in our operation costs. Furthermore, in order to continue to provide the quality services which we have been offering to the City, we have continued to invest in our equipment and employees in order to ensure that we have the highest quality and most efficient operations in the industry. Recently, we have also invested a significant amount of capital into our facilities. All of these cost and investments into our operations have contributed to the conclusion that we must respectfully request an increase to our storage and tow fees.

In making our determination on what would be reasonable and within industry standards, we have evaluated our current fees in comparison to other service providers in our industry. Based on such, we have determined that we would be able to minimally increase our rates and yet remain within the industry standard. We believe that these increases are of a moderate nature and in relation to some agencies are on the lower end of the industry rates (see attached Exhibit-B).

Page 1 of 7

H.P. AUTOMOTIVE & TOW, INC.

POLICE IMPOUND & STORAGE SERVICE

Light • Medium • Heavy



Our current and proposed rates are provided in the attachment titled "Exhibit-A." We hope that these rates will be found to be reasonable and acceptable. Upon your review of these new rates, we respectfully request that the "New Rates" become effective on August 15, 2013. Please provide us with any documentation and or amendments necessary to effectuate these rate increases.

We thank you in advance for your consideration and approval of this request. Should you have any questions or concerns regarding this matter or any other matter, as always, please feel free to call me.

Sincerely,

Jimmy Sandhu, President
H.P. Automotive & Tow, Inc.

H.P. AUTOMOTIVE & TOW, INC.



POLICE IMPOUND & STORAGE SERVICE

EXHIBIT - A
Light • Medium • Heavy

H.P. - CURRENT & PROPOSED RATES
CITY OF HUNTINGTON PARK

H.P. TOW - CURRENT RATES		PROPOSED NEW RATES (EFFECTIVE 08-15-13)	
STANDARD VEHICLES			
Towing Rate (hook-up)	\$132.00	Towing Rate (hook-up)	\$150.00
Storage Rate (per day)	\$ 40.00	Storage Rate (per day)	\$ 55.00
Mid-HEAVY DUTY (26,000 GVW to 33,500 GVW)			
Towing Rate (hook-up)	\$170.00	Towing Rate (hook-up)	\$190.00
Storage Rate (per day)	\$ 40.00	Storage Rate (per day)	\$ 60.00
HEAVY DUTY (Over 33,500 GVW)			
Towing Rate (hook-up)	\$250.00	Towing Rate (hook-up)	\$280.00
Storage Rate (per day)	\$ 55.00	Storage Rate (per day)	\$ 70.00
AFTER HOURS GATE FEE	\$ 60.00	AFTER HOURS GATE FEE	\$ 70.00
HUNTINGTON PARK CITY OWNED VEHICLES		(NO CHARGE WITHIN 15 MILES OF CITY LIMITS)	

H.P. AUTOMOTIVE & TOW, INC.



POLICE IMPOUND & STORAGE SERVICE

EXHIBIT-B
Light • Medium • Heavy
SAMPLE INDUSTRY RATES

Page 1 of 6

City of Long Beach and City of Montebello

CURRENT RATES

LONG BEACH-OPG	
STANDARD VEHICLES	
Towing Rate (hook-up)	\$155.00
Storage Rate (Standard: <=21 feet - per day)	\$ 48.00
Mid-HEAVY DUTY (9,000 GVW to 26,000 GVW)	
Towing Rate (hook-up)	\$185.00
Storage Rate (Large: >=21 feet - per day)	\$ 55.00
HEAVY DUTY (Over 26,000 GVW)	
Towing Rate (hook-up)	\$237.00
Storage Rate (Large: >=21 feet - per day)	\$ 65.00
AFTER HOURS GATE FEE	\$ 59.00

CITY OF MONTEBELLO - RATES	
STANDARD VEHICLES	
Towing Rate (hook-up)	\$150.00
Storage Rate (per day)	\$ 50.00
MEDIUM DUTY (26,000 GVW to 33,500 GVW)	
Towing Rate (hook-up)	\$220.00
Storage Rate (per day)	\$ 55.00
HEAVY DUTY (Over 33,500 GVW)	
Towing Rate (hook-up)	\$310.00
Storage Rate (per day)	\$ 55.00
AFTER HOURS GATE FEE	\$ 60.00

Page 4 of 7

H.P. AUTOMOTIVE & TOW, INC.



TOUGS IMPOUND & STORAGE SERVICE EXHIBIT-B - Continued Light • Medium • Heavy SAMPLE INDUSRTY RATES

Page 2 of 6

City of Vernon and California Hwy Patrol

CURRENT RATES

CITY OF VERNON	
STANDARD VEHICLES	
Towing Rate (hook-up)	\$150.00
Storage Rate (per day)	\$ 50.00
MEDIUM DUTY TOWING	
Towing Rate (hook-up)	\$190.00
Storage Rate (per day)	\$ 60.00
HEAVY DUTY TOWING	
Towing Rate (hook-up)	\$280.00
Storage Rate (per day)	\$ 70.00
AFTER HOURS GATE FEE	\$ 70.00

CALIFORNIA HWY PATROL – STATEWIDE AVERAGE RATES	
<i>***NOTE: These are state-wide rates:</i>	
STANDARD VEHICLES	
Towing Rate (hook-up)	\$150.00
Storage Rate (per day)	\$ 50.00
Mid-HEAVY DUTY (26,000 GVW to 33,500 GVW)	
Towing Rate (hook-up)	\$190.00
Storage Rate (per day)	\$ 60.00
HEAVY DUTY (Over 33,500 GVW)	
Towing Rate (hook-up)	\$250.00
Storage Rate (per day)	\$ 65.00
AFTER HOURS GATE FEE	\$ 60.00

Page 5 of 7

H.P. AUTOMOTIVE & TOW, INC.



EXHIBIT-B - Continued

POLICE IMPOUND & STORAGE SERVICE
Light • Medium • Heavy
SAMPLE INDUSTRY RATES

Page 3 of 6

City of South Gate and City of L.A. County Sheriff

CURRENT RATES

SOUTH GATE - RATES	
STANDARD VEHICLES	
Towing Rate (hook-up)	\$170.00
Storage Rate (per day)	\$ 45.00
<i>Mid-HEAVY DUTY (26,000 GVW to 33,500 GVW)</i>	
Towing Rate (hook-up)	\$185.00
Storage Rate (per day)	\$ 55.00
<i>HEAVY DUTY (Over 33,500 GVW)</i>	
Towing Rate (hook-up)	\$250.00
Storage Rate (per day)	\$ 65.00
AFTER HOURS GATE FEE	\$ 85.00

L.A. County Sheriff-RATES	
STANDARD VEHICLES	
Towing Rate (hook-up)	\$130.00
Storage Rate (per day)	\$ 34.00
<i>Mid-HEAVY DUTY (26,000 GVW to 33,500 GVW)</i>	
Towing Rate (hook-up)	\$130.00
Storage Rate (per day)	\$ 44.00
<i>HEAVY DUTY (Over 33,500 GVW)</i>	
Towing Rate (hook-up)	\$233.00
Storage Rate (per day)	\$ 44.00
AFTER HOURS GATE FEE	\$ 60.00

Page 6 of 7

H.P. AUTOMOTIVE & TOW, INC.



EXHIBIT-B - Continued

POLICE IMPOUND & STORAGE SERVICE
Light • Medium • Heavy
SAMPLE INDUSTRY RATES

Page 4 of 6

City of Lynwood and City of Ontario

CURRENT RATES

CITY OF LYNWOOD	
STANDARD VEHICLES	
Towing Rate (hook-up)	\$124.00
Storage Rate (per day)	\$ 36.00
MEDIUM DUTY TOWING	
Towing Rate (hook-up)	\$165.00
Storage Rate (per day)	\$ 40.00
HEAVY DUTY TOWING	
Towing Rate (hook-up)	\$220.00
Storage Rate (per day)	\$ 50.00
AFTER HOURS GATE FEE	\$ 60.00

CITY OF ONTARIO - RATES	
STANDARD VEHICLES	
Towing Rate (hook-up)	\$215.00
Storage Rate (per day)	\$ 55.00
Mid-HEAVY DUTY (26,000 GVW to 33,500 GVW)	
Towing Rate (hook-up)	\$240.00
Storage Rate (per day)	\$ 65.00
HEAVY DUTY (Over 33,500 GVW)	
Towing Rate (hook-up)	\$320.00
Storage Rate (per day)	\$ 70.00
AFTER HOURS GATE FEE	\$ 75.00

Page 7 of 7

ATTACHMENT "B"

**AMENDMENT NO. 2 TO AMENDED AND RESTATED AGREEMENT
FOR FURNISHING OF TOWING AND STORAGE SERVICE AND
DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF
HUNTINGTON PARK**

THIS AMENDMENT NO. 2 TO THE AMENDED AND RESTATED AGREEMENT FOR FURNISHING OF TOWING AND STORAGE SERVICE AND DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK ("Amendment No. 2"), is entered into as of August 19, 2013, by and between the City of Huntington Park, a municipal corporation ("CITY"), and Huntington Park Tow Service ("TOW SERVICE"), with reference to the following:

RECITALS

WHEREAS, CITY and TOW SERVICE are parties to that certain Amended and Restated Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated June 1, 2009 (the "Agreement"), as amended by that certain Amendment No. 2 to the Amended and Restated Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated February 1, 2010, the terms of which are incorporated into this Amendment by reference and pursuant to which CITY designated TOW SERVICE as the Official Police Garage for CITY and TOW SERVICE agreed to provide services to CITY in the forms of towing, impounding and storing of certain vehicles; and

WHEREAS, CITY and TOW SERVICE now desire to amend the Agreement to provide for revised rates applicable to vehicles impounded by TOW SERVICE.

NOW THEREFORE, CITY and TOW SERVICE hereby agree as follows:

SECTION 1. Rates and Charges. The Tow rates contained in Paragraph 14 of the Agreement are hereby amended and shall now read as follows:

14. RATES AND CHARGES

"TOW SERVICE shall charge the registered owner of towed and impounded vehicles the following rates:

Standard Vehicles	
Towing Rate (hook-up)	\$150.00
Storage Rate (per day)	\$55.00

Mid-Heavy Duty Vehicles (26,000 GVW to 33,500 GVW)	
Towing Rate (hook-up)	\$190.00
Storage Rate (per day)	\$60.00

Heavy Duty Vehicles (Over 33,500 GVW)	
Towing Rate (hook-up)	\$280.00

Storage Rate (per day)	\$70.00
Labor rate for services related to any tow	\$45.00/hr
After hours Gate Fee	\$70.00

TOW SERVICE may apply for an adjustment of the rates set forth herein by submitting an application to the CITY through the Chief of Police for rate review not more often than annually: The City Council will take action on the request as soon as reasonably possible and may approve or reject the application in its discretion.

TOW SERVICE shall make no payments for this contract and shall give no gifts to any of CITY's officers or employees.

TOW SERVICE shall not charge the owners of vehicles any amount for vehicles impounded at the request of the Police Department for evidentiary or safe keeping reasons.

TOW SERVICE shall charge the Police Department for the towing of all evidentiary and safe keeping vehicles. TOW SERVICE shall waive the storage fee for the first fourteen calendar days for all evidentiary and safe keeping vehicles.

For evidentiary and safe keeping vehicles stored beyond the fourteen day fee waiver period, TOW SERVICE shall charge the Police Department and the Police Department shall pay TOW SERVICE associated vehicle storage costs for the storage of evidentiary vehicles beyond the fourteenth day."

SECTION 2. Effective Date. The effective date of this Amendment is August 19, 2013.

SECTION 3. No Other Modification. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.

SECTION 4. Counterparts. This Amendment may be executed in any number of counterparts, all of which shall constitute but one original.

[THIS AREA LEFT INTENTIONALLY BLANK, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Amended and Restated Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park as of the day and year first above written.

TOW SERVICE:
HUNTINGTON PARK TOW SERVICE

CITY:
CITY OF HUNTINGTON PARK

Jimmy Sandhu, President

Rene Bobadilla, City Manager

ATTEST:

Rocio Martinez, Acting City Clerk

ATTACHMENT "C"

**AMENDED AND RESTATED AGREEMENT FOR FURNISHING OF
TOWING AND STORAGE SERVICE AND DESIGNATION AS AN
OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK**

THIS AMENDED AND RESTATED AGREEMENT FOR FURNISHING OF TOWING AND STORAGE SERVICE AND DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK ("Amended and Restated Agreement"), is entered into as of June 1, 2009, by and between the City of Huntington Park, a municipal corporation ("CITY"), and Huntington Park Tow Service ("TOW SERVICE"), with reference to the following:

RECITALS

WHEREAS, CITY and TOW SERVICE are parties to that certain Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 4, 1999, as amended by that certain Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 2, 2000, as amended by that certain Second Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of November 4, 2002, as amended by that certain Third Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated November 17, 2003, as amended by that certain Fourth Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated April 4, 2004, as amended by that certain Fifth Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated October 1, 2007, as amended by that certain Sixth Amendment to Agreement for Furnishing of Towing and Storage Services and Designation as an Official Police Garage for the City of Huntington Park, dated December 17, 2007 (collectively, the "Agreement"), pursuant to which CITY designated TOW SERVICE as the Official Police Garage for CITY and TOW SERVICE agreed to provide services to CITY in the forms of towing, impounding and storing of certain vehicles; and

WHEREAS, CITY and TOW SERVICE now desire to amend the term of the Agreement and to clarify and unify the terms of the Agreement collectively into this one cohesive document.

NOW THEREFORE, CITY and TOW SERVICE hereby agree as follows:

SECTION 1: The Agreement for Furnishing of Towing and Storage Services and Designation as an Official Police Garage for the City of Huntington Park, and all Amendments thereto numbered one through six collectively, attached hereto as exhibits to this Amended and Restated Agreement shall be unified into one cohesive document, as the Amended and Restated Agreement for Furnishing of Towing and Storage Services and Designation as an Official Police Garage for the City of Huntington Park. The Amended provisions contained in each of the six

Amendments attached hereto shall control over and supplant the inconsistent terms of the prior in order to cohesively form a unified agreement.

SECTION 2: Time Period. Paragraph 2 of the Agreement is hereby amended and shall now read as follows:

2. TIME PERIOD

The term of the Agreement shall extend to June 30, 2022, and thereafter continue on a month to month basis, unless terminated by a party to this Agreement pursuant to the terms of the Agreement. During this period, TOW SERVICE shall be the exclusive towing service provider for light, medium, and heavy duty towing for CITY.

SECTION 3: Availability of Trucks. Paragraph 10 of the Agreement is hereby amended and shall now read as follows:

10. AVAILABILITY OF TRUCKS

TOW SERVICE shall maintain three (3) tow trucks available 24 hours a day, 365 days per year dedicated exclusively to the CITY's needs. The TOW SERVICE will have two additional trucks available for the CITY's use with a response time averaging twenty (20) minutes for light and medium duty towing services, and thirty (30) minutes for heavy duty towing services.

SECTION 4: Conditions for Termination. Paragraph 16 of the Agreement is hereby amended and shall now read as follows:

16. CONDITIONS FOR TERMINATION

In the event of a violation of this Agreement by TOW SERVICE, with failure to correct such violation within ninety (90) days and to the satisfaction of the CITY, then CITY shall have the right to cancel this Agreement and revoke TOW SERVICE's designation as an Official Police Garage. Such cancellation shall not be made in a capricious manner.

SECTION 5: Periodic Review of Services. The following paragraph shall be added to and incorporated in the Agreement as paragraph 25, to provide for periodic review of services:

25. PERIODIC REVIEW OF SERVICES

The CITY shall have the right to periodically audit and conduct a performance review of services with TOW SERVICE upon the provision of thirty (30) days prior written notice to TOW SERVICE.

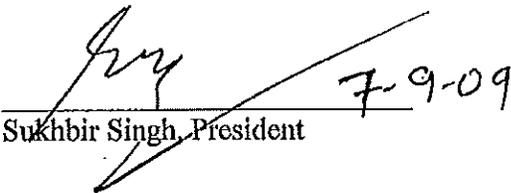
SECTION 6: Effective Date. The effective date of this Amended and Restated Agreement is June 1, 2009.

SECTION 7: No Other Modification. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.

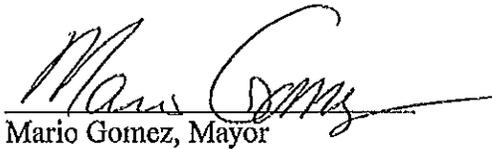
SECTION 8: Counterparts. This Amended and Restated Agreement may be executed in any number of counterparts, all of which shall constitute but one original.

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park as of the day and year first above written.

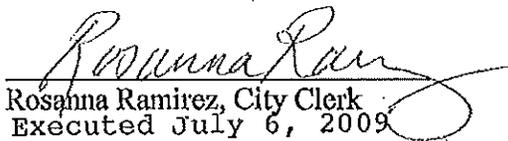
TOW SERVICE:
HUNTINGTON PARK TOW SERVICE


Sukhbir Singh, President

CITY:
CITY OF HUNTINGTON PARK


Mario Gomez, Mayor

ATTEST:


Rosanna Ramirez, City Clerk
Executed July 6, 2009

EXHIBITS TO THE AGREEMENT:

- 1.** Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park; and Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 4, 1999.
 - 2.** Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 2, 2000.
 - 3.** Second Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of November 4, 2002.
 - 4.** Third Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated November 17, 2003.
 - 5.** Fourth Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated April 4, 2004.
 - 6.** Fifth Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated October 1, 2007.
 - 7.** Sixth Amendment to Agreement for Furnishing of Towing and Storage Services and Designation as an Official Police Garage for the City of Huntington Park, dated December 17, 2007.
-

EXHIBIT 1

**AGREEMENT FOR FURNISHING OF TOWING AND
STORAGE SERVICE AND DESIGNATION AS AN
OFFICIAL POLICE GARAGE FOR THE CITY OF
HUNTINGTON PARK**

THIS AGREEMENT, made and entered into this 4th day of October, 1999, by and between the CITY OF HUNTINGTON PARK, a municipal corporation, hereinafter referred to as "CITY", and HUNTINGTON PARK TOW SERVICE, hereinafter referred to as "TOW SERVICE."

In consideration of the designation of the TOW SERVICE as the Official Police Garage for CITY, and for the use of TOW SERVICE's facilities in connection with the towing, impounding and storing of certain vehicles, it is agreed as follows:

1. DESIGNATION

CITY hereby designates TOW SERVICE as the Official Police Garage, during such time as this agreement remains in effect. CITY retains the right to designate a second tow company or companies as a back-up service. The back-up company shall only be used to supplement TOW SERVICE in those instances where tow service cannot completely service the CITY's needs or meet its obligations under this agreement.

2. TIME PERIOD

The term of this agreement is from October 4th, 1999 up to and including June 30, 2015, and thereafter from month to month unless cancelled by either party to his AGREEMENT.

3. RULES AND REGULATIONS

TOW SERVICE agrees to abide by and follow strictly the following rules and regulations:

- (a) TOW SERVICE shall be available on call twenty-four (24) hours per day, 7 days a week, 365 days a year.
- (b) All impounded vehicles shall be stored within a properly fenced and locked enclosure. An attendant in charge of the impounded vehicles shall be available at all times.
- (c) The TOW SERVICE shall agree not to perform any service or work upon any car in its possession without first obtaining the owner's signature or written order to perform such work. No contract or order for repairs on impounded

vehicles shall be given or entered into with the owner until the car has been released by the Police Department.

- (d) Each tow unit shall carry such forms as may be required by the Police Department for use by the Police Department in making a complete inventory of the contents of any vehicle that is to be removed from the street. The Police Department shall furnish said forms and shall prepare said inventory of contents.
- (e) Each tow unit shall be equipped as provided in Section 27700 of the Vehicle Code of the State of California.
- (f) The TOW SERVICE shall comply with all the provisions of the Vehicle Code of the State of California, particularly Sections 22700 through 22707 and 22850 through 22856 thereof, relative to the removal, storage and disposition of abandoned cars and the liens of garage men.
- (g) The CITY shall NOT be responsible for the towing and storage charges of any vehicle except when specifically acknowledged in writing by the Chief of Police or his authorized representative.
- (h) The undersigned agrees to hold harmless the CITY, its Council, Officers, Agents or Employees from any liability of whatsoever character arising out of or resulting from the performance of such towing and storage service.
- (i) Vehicles requiring special handling for investigation, i.e., fingerprints and photographing, shall be stored under a roof and safeguarded from unnecessary handling, and shall not be removed from such protection until released by the Police Department. TOW SERVICE will also make available office space and telephone access for police officers temporarily conducting investigations on-site.
- (j) TOW SERVICE shall be bound, and agrees to comply with such other rules and/or regulations as may be established by the Chief of Police of the CITY, and approved by the City Council. Such rules shall not be established in an arbitrary or capricious manner.

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4. RECORD/REPORT DUTIES

TOW SERVICE agrees to maintain the following records and make the following reports:

- (a) A file of all form CHP 126 as received from this department.
- (b) A bound log book of calls received from the Police Department as to:
 - (1) Time of receipt.
 - (2) Location of Call
 - (3) License Number, Make and Model of Vehicle
 - (4) Date of Release
 - (5) Person or firm to whom released
 - (6) Charges
- (c) TOW SERVICE shall advise Police Department of all vehicles stored or impounded by this department and not released after thirty (30) days by Make, License and Motor number, and shall comply with Section 10652 of the State of California Vehicle Code by notifying the Department of California Highway Patrol, Sacramento, California, by receipted mail. The Police Department shall make such reports as may be required by the Department of Justice concerning stored and impounded vehicles.

5. RELEASE VEHICLE PROCEDURES

TOW SERVICE agrees to release vehicle under the following procedures:

- (a) Stored Vehicles
 - (1) TOW SERVICE shall release stored vehicles upon presentation of proper identification and current registration.

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(b) Impounded Vehicles

- (1) TOW SERVICE shall release impounded vehicles only upon presentation of a written release given by the Police Department.

(c) Inoperable Vehicles

- (1) TOW SERVICE agrees that no release of inoperable vehicles shall be made on the public street nor shall TOW SERVICE cause to be placed on said public property any vehicle being released. Any vehicle which is not in operating condition which is to be released to the owner or other party is to be released only conditioned upon proper transportation of said vehicle from the custody of the TOW SERVICE.

6. PARKING AND STORAGE OF VEHICLES

No parking or storage of towed vehicles will be allowed at any time on CITY streets or property.

7. EMPLOYEE STANDARDS

TOW SERVICE agrees to see that all its units and employees shall conduct their business in an orderly, ethical, businesslike manner and use every means to obtain and keep the confidence of the motoring public.

TOW SERVICE shall establish a regular mandatory drug and alcohol testing program.

8. LOCATION

Commencing on or before September 20, 2000, TOW SERVICE shall maintain its main location in the CITY for the remainder of this Agreement. It is the understanding of the parties that the TOW SERVICE will be negotiating a long term lease at 54th and Malabar. Such negotiations shall not affect TOW SERVICE's obligations under this section.

9. HOURS OF OPERATION

TOW SERVICE shall maintain regular business hours of 8:00 a.m. to 6:00 p.m. Monday to Friday, and 8:00 a.m. to 12:00 p.m. Saturday.

Stored vehicles shall be available for pickup during regular business hours after their registered owners have obtained and complied with all CITY paperwork. No vehicles will be released without such authority from the CITY, proof of vehicle ownership and photo identification.

10. AVAILABILITY OF TRUCKS

TOW SERVICE shall maintain three tow trucks available 24 hours a day, 365 days per year dedicated exclusively to the CITY's needs. The TOW SERVICE will have two additional tow trucks available for the CITY's use with a response time averaging 15 minutes.

11. CHECK POINT PARTICIPATION

TOW SERVICE shall provide any additional safety services the CITY requires. TOW SERVICE and its trucks will be available in safety checkpoints, public relations activities or other activities held by the CITY.

12. UNCONVENTIONAL TOWING

TOW SERVICE shall assist the CITY in all of its conventional and unconventional towing needs. TOW SERVICE shall maintain the capacity to tow unconventional vehicles such as shopping carts, ice cream vendor carts, junk cars and automobile parts by its regular combo or flat bed tow trucks. TOW SERVICE will place all CITY unconventional towing needs in the same top priority class as the CITY's conventional needs.

13. CLAIM AND BILL DISPUTES

Whenever there arises a dispute over a claim or bill of any nature involving a vehicle towed or impounded pursuant to CITY authority, and such dispute cannot be satisfactorily adjusted by the parties involved, TOW SERVICE shall abide by the decision of the Chief of Police of the Huntington Park Police Department, 6542 Miles Avenue, Huntington Park, California, who will have full power to settle any and all claims or disagreements, insofar as TOW SERVICE'S charges are involved and subject to approval of the other party.

14. RATES AND CHARGES

TOW SERVICE shall charge the registered owner of towed and impounded vehicles the following rates: \$85.00 per 1 tow(Tow); \$120.00 per 1 tow – Heavy Duty Vehicles (Gross Vehicle Weight over 26,000 lbs.); \$45.00 per hour labor rate, for services related to any tow.

TOW SERVICE may apply for an adjustment of the rates set forth herein by submitting an application to the CITY through the Chief of Police for rate review not more often than annually. The City Council will take action on the request as soon as reasonably possible and may approve or reject the application in its discretion.

TOW SERVICE shall make no payments for this contract and shall give no gifts to any of CITY's officers or employees.

15. CITY'S DESIGNATED REPRESENTATIVE

CITY hereby designates the Chief of Police as its representative for all matters in this Agreement except for any changes in rates or charges which shall be reserved to the City Council.

16. CONDITIONS FOR TERMINATION

In the event of a violation of this Agreement by TOW SERVICE, with failure to correct such violation within 30 days and to the satisfaction of the CITY, then CITY shall have the right to cancel this Agreement and revoke TOW SERVICE's designation as an Official Police Garage. Such cancellation shall not be made in a capricious manner.

19. EMERGENCY ASSISTANCE

TOW SERVICE shall provide emergency roadside assistance for the CITY's vehicles when necessary free of charge.

20. CONDITIONS FOR FEE/CHARGE WAIVER

TOW SERVICE shall not charge owners of vehicles that are towed or stored in error. In such occurrences, all fees and charges will be waived.

21. INDEMNIFICATION

TOW SERVICE shall indemnify, and hold harmless, the CITY and its officers, officials, employees, and volunteers, from any claim, demand, suit, damage, liability, loss, or expense, or any other damage whatever, including but not limited to death or injury to person or property damage, arising from, or in any way connected with, TOW SERVICE's duties herein, except where such damage is caused by the sole negligence, gross negligence, or willful misconduct by the CITY or its officers, officials, employees, or volunteers. The CITY shall have the right herein to select its own attorneys, except that such attorneys shall not charge more for

attorneys' fees than he or she customarily charges municipalities in handling such matters.

22. INSURANCE

TOW SERVICE, at its sole expense, and subject to the approval of the CITY, shall purchase and maintain throughout the term or extension of this Agreement, the following types and amounts of insurance:

- (a) Comprehensive general liability insurance with limits of not less than one million dollars (\$1,000,000), combined single limit for bodily injury, death and property damage, including coverage for contractual liability (including indemnification as stated in this Agreement), completed operations, and non-vehicle mobile equipment;
- (b) Vehicle Insurance with limits of not less than one million dollars (\$1,000,000), combined single limit for bodily injury, death and property damage, including therein all vehicles owned and non-owned by TOW SERVICE in the performance of its duties herein;
- (c) Garage keeper's liability insurance, with limits of not less than five hundred thousand dollars (\$500,000) for each occurrence combined single limit for loss or damage to vehicles in TOW SERVICE's care, custody or control caused by fire, explosion, theft, riot, civil commotion, malicious mischief, vandalism, or collision, with any deductible not more than one thousand dollars (\$1,000) for each occurrence, and coverage for non-vehicle property customarily left in the custody of a garage with a limit of five thousand dollars (\$5,000) per occurrence.
- (d) Worker's compensation insurance, including employer's liability, with limits of not less than one million dollars (\$1,000,000) for each accident, covering all employees of TOW SERVICE in the performance of this Agreement, to provide statutory benefits as required by California law. Said insurance policy shall be endorsed to provide that the insurer waives all right of subrogation against the CITY.

As to all the above insurance policies, they shall be endorsed to name the CITY, inclusive of its officers, officials, employees, and volunteers, as an additional insured. TOW SERVICE shall deliver the appropriate certificates of insurance to the CITY within ten (10) days of the execution of this Agreement, and before any services are performed under this Agreement by TOW SERVICE. All insurance policies called out in this

Agreement shall be endorsed to read that they shall not be cancelled during the term or extension of this Agreement, and if such cancellation is contemplated, then CITY shall be afforded thirty (30) days notice before same in writing addressed to the CITY Risk Manager.

23. EXCLUSIVITY OF THIS AGREEMENT

This agreement is personal to TOW SERVICE and may not be assigned to any other firm or person except with written consent of CITY.

24. MISCELLANEOUS

A. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of California. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

B. Should any provision of this Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

C. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural noun, shall be deemed to include the others whenever the context so indicates or requires.

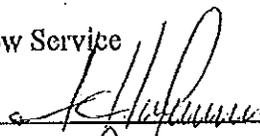
D. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties herein pertaining to the subject matter hereof. Specifically, that agreement entered into between TOW SERVICE and CITY on September 17, 1990 (as amended on August 19, 1996).

E. In the event of any litigation between the parties hereto concerning or arising from the negotiation, construction, performance, non-performance or any other aspect of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees.

F. This Agreement may be executed in counterparts that, taken together, shall constitute one and the same Agreement and shall be effective on the effective date.

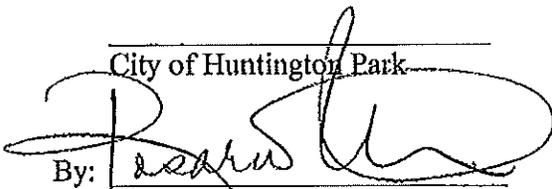
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their properly authorized officer as of the date first herein above written.

H.P. Tow Service

By: 

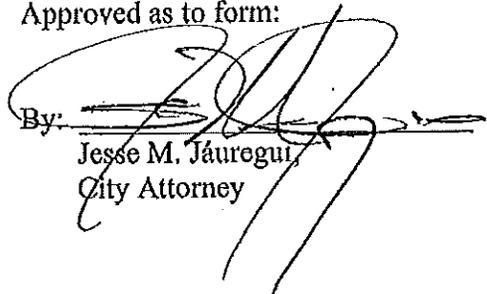
Title: PRESIDENT

City of Huntington Park

By: 

Rosario Marin,
Mayor

Approved as to form:

By: 

Jesse M. Jáuregui,
City Attorney

ATTEST:

By: 

Marilyn A. Boyette,
City Clerk

**AMENDMENT TO AGREEMENT FOR FURNISHING OF
TOWING AND STORAGE SERVICE AND DESIGNATION AS
AN OFFICIAL POLICE GARAGE FOR THE
CITY OF HUNTINGTON PARK**

This Amendment is made and entered into on October 4, 1999, by and between CITY OF HUNTINGTON PARK ("CITY") and H.P. TOW SERVICE ("TOW SERVICE"). This Amendment amends that certain Agreement between the parties, dated September 17, 1990 (the "Agreement"), as amended.

1. Section 1 of the Agreement is amended by adding the following language to the end of said section:

"CITY retains the right to designate a second tow company or companies as a back-up service. The back-up company shall only be used to supplement TOW SERVICE in those instances where tow service cannot completely service the CITY's needs or meet its obligations under this agreement. "

2. Section 2 of the Agreement is amended by extending the term of the Agreement for a period of ten (10) years, through June 30, 2015, inclusive.

3. Section 3(a) is hereby amended by adding the following language to the end of said section:

"7 days a week, 365 days a year."

4. Section 3(e) is hereby amended by deleting the reference to "garage" and replacing it with "TOW SERVICE."

5. Section 3(f) is hereby amended by deleting the reference to "undersigned" and replacing it with "TOW SERVICE."

6. Section 3(g) is hereby amended by deleting the reference to "City of Huntington Park" and replacing it with "CITY."

7. Section 3(h) is hereby amended by deleting the reference to "City of Huntington Park" and replacing it with "CITY."

8. Section 3(i) is hereby amended by adding the following language to the end of said section:

"TOW SERVICE will also make available office space and telephone access for police officers temporarily conducting investigations on-site.

9. Section 3(j) hereby amended by deleting the reference to "Contractor" and replacing it with "TOW SERVICE," inserting the word "other" before "rules", deleting the reference to "City of Huntington Park" and replacing it with "CITY", and by adding the following language to the end of said section:

"Such rules shall not be established in an arbitrary or capricious manner."

10. Section 3(k) is hereby deleted.

11. Section 4(b) is hereby amended by deleting the reference to "log" and replacing it with "bound log book" and by deleting the reference to "City department" and replacing it with "Police Department."

12. Section 4(c) is hereby amended by adding the following language to the first sentence of said section:

"and shall comply with Section 10652 of the State of California Vehicle Code by notifying the Department of California Highway Patrol, Sacramento, California, by receipted mail."

13. Section 5 is re-designated Sections 5(a)(1) and 5(b)(1) and is amended to read as follows:

“TOW SERVICE shall release stored vehicles upon presentation of proper identification and current registration.”

“TOW SERVICE shall release impounded vehicles only upon presentation of a written release given by the Police Department.”

14. Section 6 is hereby re-designated Section 5(c)(1).

15. Section 7 is hereby re-designated Section 6.

16. Section 8 is hereby re-designated Section 7 and is amended by adding the following sentence to the end of said section:

“TOW SERVICE shall establish a regular mandatory drug and alcohol testing program.”

17. A new Section 8 is hereby added to read as follows:

“Commencing on or before September 20, 2000, TOW SERVICE shall maintain its main location in the CITY for the remainder of this Agreement. It is the understanding of the parties that the TOW SERVICE will be negotiating a long term lease at 54th and Malabar. Such negotiations shall not affect TOW SERVICE’s obligations under this section.”

18. Section 9 is hereby re-designated Section 13 and is amended by deleting the reference to “ChicF” and replacing it with “Chief of Police.”

19. A new Section 9 is hereby added to read as follows:

“TOW SERVICE shall maintain regular business hours of 8:00 a.m. to 6:00 p.m. Monday to Friday, and 8:00 a.m. to 12:00 p.m.

Saturday. Stored vehicles shall be available for pickup during regular business hours after their registered owners have obtained and complied with all CITY paperwork. No vehicles will be released without such authority from the CITY, proof of vehicle ownership and photo identification.”

20. Section 10 is hereby re-designated Section 14 and is amended to read as follows:

“TOW SERVICE shall charge the registered owner of towed and impounded vehicles the following rates: \$85.00 per 1 tow (Tow); \$120.00 per 1 tow – Heavy Duty Vehicles (Gross Vehicle Weight over 26,000 lbs.); \$45.00 per hour labor rate, for services related to any tow.

TOW SERVICE may apply for an adjustment of the rates set forth herein by submitting an application to the CITY through the Chief of Police for rate review not more often than annually. The City Council will take action on the request as soon as reasonably possible and may approve or reject the application in its discretion.

TOW SERVICE shall make no payments for this contract and shall give no gifts to any of CITY’s officers or employees.”

21. A new Section 10 is hereby added to read as follows:

“TOW SERVICE shall maintain three tow trucks available 24 hours a day, 365 days per year dedicated exclusively to the CITY’s needs. The TOW SERVICE will have two additional tow trucks available for the CITY’s use with a response time averaging 15 minutes.”

22. Section 11 is hereby re-designated Section 12 and is amended to read as follows:

“TOW SERVICE shall assist the CITY in all of its conventional and unconventional towing needs. TOW SERVICE shall maintain the capacity to tow unconventional vehicles such as shopping carts, ice cream vendor carts, junk cars and automobile parts by its regular combo or flat bed tow trucks. TOW SERVICE will place all CITY unconventional towing needs in the same top priority class as the CITY’s conventional needs.”

23. A new Section 11 is hereby added to read as follows:

“TOW SERVICE shall provide any additional safety services the CITY requires. TOW SERVICE and its trucks will be available in safety checkpoints, public relations activities or other activities held by the CITY.”

24. Section 12 is hereby re-designated Section 15 and is amended by deleting the term “contract” and replacing it with “Agreement.”

25. Section 13 is hereby re-designated Section 16 and is amended to read as follows:

“In the event of a violation of this Agreement by TOW SERVICE, with failure to correct such violation within 30 days and to the satisfaction of the CITY, then CITY shall have the right to cancel this Agreement and revoke TOW SERVICE’s designation as an Official Police Garage. Such cancellation shall not be made in a capricious manner.”

26. Section 14 is hereby re-designated Section 23.

27. Section 15 is hereby re-designated Section 22 and is amended to read as follows:

“TOW SERVICE, at its sole expense, and subject to the approval of the CITY, shall purchase and maintain throughout the term or extension of this Agreement, the following types and amounts of insurance:

- (a) Comprehensive general liability insurance with limits of not less than one million dollars (\$1,000,000), combined single limit for bodily injury, death and property damage, including coverage for contractual liability (including indemnification as stated in this Agreement), completed operations, and non-vehicle mobile equipment;
- (b) Vehicle Insurance with limits of not less than one million dollars (\$1,000,000), combined single limit for bodily injury, death and property damage, including therein all vehicles owned and non-owned by TOW SERVICE in the performance of its duties herein;
- (c) Garage keeper's liability insurance, with limits of not less than five hundred thousand dollars (\$500,000) for each occurrence combined single limit for loss or damage to vehicles in TOW SERVICE's care, custody or control caused by fire, explosion, theft, riot, civil commotion, malicious mischief, vandalism, or collision, with any deductible not more than one thousand dollars (\$1,000) for each occurrence, and coverage for non-vehicle property

customarily left in the custody of a garage with a limit of five thousand dollars (\$5,000) per occurrence.

(d) Worker's compensation insurance, including employer's liability, with limits of not less than one million dollars (\$1,000,000) for each accident, covering all employees of TOW SERVICE in the performance of this Agreement, to provide statutory benefits as required by California law. Said insurance policy shall be endorsed to provide that the insurer waives all right of subrogation against the CITY.

As to all the above insurance policies, they shall be endorsed to name the CITY, inclusive of its officers, officials, employees, and volunteers, as an additional insured. TOW SERVICE shall deliver the appropriate certificates of insurance to the CITY within ten (10) days of the execution of this Agreement, and before any services are performed under this Agreement by TOW SERVICE. All insurance policies called out in this Agreement shall be endorsed to read that they shall not be cancelled during the term or extension of this Agreement, and if such cancellation is contemplated, then CITY shall be afforded thirty (30) days notice before same in writing addressed to the CITY Risk Manager."

28. Section 19 is hereby added to the Agreement to read as follows:

"TOW SERVICE shall provide emergency roadside assistance for the CITY's vehicles when necessary free of charge."

29. Section 20 is hereby added to the Agreement to read as follows:

“TOW SERVICE shall not charge owners of vehicles that are towed or stored in error. In such occurrences, all fees and charges will be waived.”

30. Section 21 is hereby added to read as follows:

“TOW SERVICE shall indemnify, and hold harmless, the CITY and its officers, officials, employees, and volunteers, from any claim, demand, suit, damage, liability, loss, or expense, or any other damage whatever, including but not limited to death or injury to person or property damage, arising from, or in any way connected with, TOW SERVICE’s duties herein, except where such damage is caused by the sole negligence, gross negligence, or willful misconduct by the CITY or its officers, officials, employees, or volunteers. The CITY shall have the right herein to select its own attorneys, except that such attorneys shall not charge more for attorneys’ fees than he or she customarily charges municipalities in handling such matters.”

31. Section 24 is hereby added to read as follows:

“A. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of California. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

B. Should any provision of this Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

C. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural noun, shall be deemed to include the others whenever the context so indicates or requires.

D. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties herein pertaining to the subject matter hereof. Specifically, that agreement entered into between TOW SERVICE and CITY on September 17, 1990 (as amended on August 19, 1996).

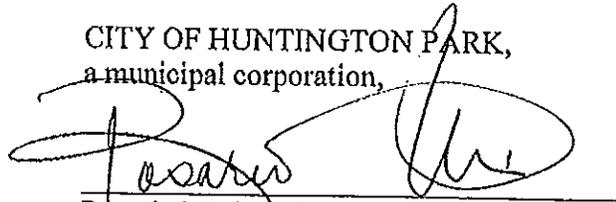
E. In the event of any litigation between the parties hereto concerning or arising from the negotiation, construction, performance, non-performance or any other aspect of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees.

F. This Agreement may be executed in counterparts that, taken together, shall constitute one and the same Agreement and shall be effective on the effective date."

The foregoing amendments and that certain "Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park,"

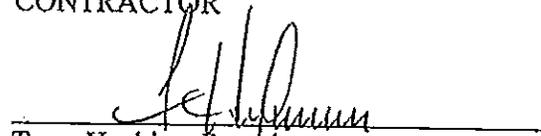
dated September 17, 1990 (as amended) shall be incorporated into a single document, dated October 4, 1999, entitled "Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park." Said agreement shall supersede any and all prior agreements or understandings between CITY and TOW SERVICE relating to the subject matter hereof.

CITY OF HUNTINGTON PARK,
a municipal corporation,



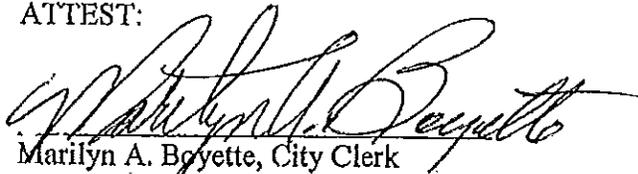
Rosario Marin, Mayor

CONTRACTOR



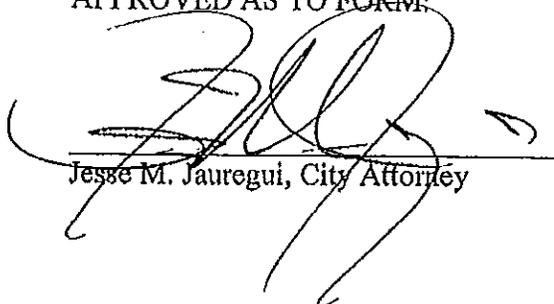
Terry Hoskins, President

ATTEST:



Marilyn A. Boyette, City Clerk

APPROVED AS TO FORM:



Jesse M. Jauregui, City Attorney

**AMENDMENT TO AGREEMENT FOR FURNISHING OF
TOWING AND STORAGE SERVICE AND DESIGNATION AS
AN OFFICIAL POLICE GARAGE FOR THE
CITY OF HUNTINGTON PARK**

This Amendment is made and entered into on October 2, 2000, by and between the CITY OF HUNTINGTON PARK ("CITY") and H.P. TOW SERVICE ("TOW SERVICE"). This Amendment amends that certain Agreement between the parties, dated October 4, 1999 (the "Agreement").

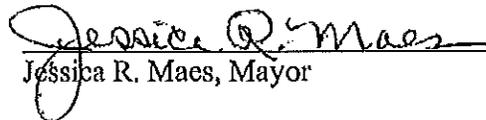
The Agreement is amended as follows:

1. Section 8 (Location) shall be deleted in its entirety.

In all other respects, the Agreement remains in full force and effect.

Intending to be legally bound, the parties have executed this Amendment as of the date first set forth above.

CITY OF HUNTINGTON PARK,
a municipal corporation,



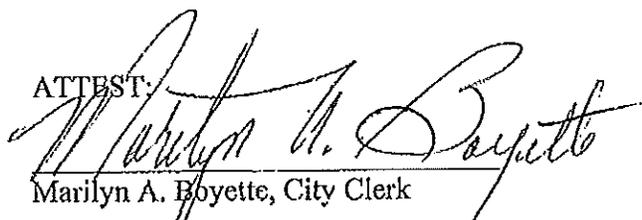
Jessica R. Maes, Mayor

H.P. TOW SERVICE



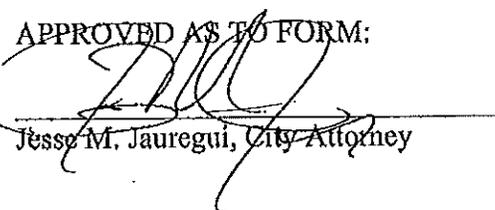
Terry Hoskins, President

ATTEST:



Marilyn A. Boyette, City Clerk

APPROVED AS TO FORM:



Jesse M. Jauregui, City Attorney

EXHIBIT 3

**SECOND AMENDMENT TO AGREEMENT FOR FURNISHING OF
TOWING AND STORAGE SERVICE AND DESIGNATION AS AN
OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK**

THIS SECOND AMENDMENT TO AGREEMENT FOR FURNISHING OF TOWING AND STORAGE SERVICE AND DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK ("2nd Amendment"), is entered into as of November 4, 2002, by and between the City of Huntington Park, a municipal corporation ("CITY"), and Huntington Park Tow Service ("TOW SERVICE"), with reference to the following:

Recitals

WHEREAS, CITY and TOW SERVICE are parties to that certain Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 4, 1999, as amended by that certain Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 2, 2000 (the "Agreement"), pursuant to which CITY designated TOW SERVICE as the Official Police Garage for CITY and TOW SERVICE agreed to provide services to CITY in the forms of towing, impounding and storing of certain vehicles.

WHEREAS, the current term of the Agreement will expire on June 30, 2015.

WHEREAS, TOW SERVICE requested new rates for its services pursuant to Paragraph 14 of the Agreement which permits TOW SERVICE to apply annually for rate adjustments.

NOW, THEREFORE, CITY AND TOW SERVICE HEREBY AGREE AS FOLLOWS:

1. RATES AND CHARGES. Paragraph 14 of the Agreement is hereby deleted in its entirety and replaced with the following:

"TOW SERVICE shall charge the registered owner of towed and impounded vehicles the following rates:

- \$87.00 per 1 Tow (Tow)
- \$120.00 per 1 Tow - Heavy Duty Vehicles (Gross Vehicle Weight over 26,000 lbs)
- \$45.00 per hour labor rate, for services related to any tow
- \$17.00 per day for outdoor vehicle storage
- \$19.00 per day for indoor vehicle storage

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CITY OF
HUNTINGTON PARK
CITY CLERK

TOW SERVICE may apply for an adjustment of the rates set forth herein by submitting an application to the CITY through the Chief of Police for rate review not more often than annually. The City Council will take action on the request as soon as reasonably possible and may approve or reject the application in its discretion.

TOW SERVICE shall make no payments for this contract and shall give no gifts to any of CITY's officers or employees."

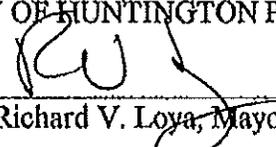
2. Effective Date. The effective date of this 2nd Amendment is November 4, 2002.
3. No Other Modification. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.
4. Counterparts. This 2nd Amendment may be executed in any number of counterparts, all of which shall constitute but one original.

IN WITNESS WHEREOF, the parties have executed this 2nd Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park as of the day and year first above written.

HUNTINGTON PARK TOW SERVICE

By: 
Terry Hoskins, President

CITY OF HUNTINGTON PARK

By: 
Richard V. Loya, Mayor

ATTEST:

By: 
Juan Noguez, City Clerk

Approved as to form:

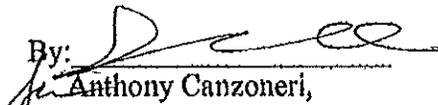
By: 
Anthony Canzoneri,
City Attorney

EXHIBIT 4

**THIRD AMENDMENT TO AGREEMENT FOR FURNISHING OF
TOWING AND STORAGE SERVICE AND DESIGNATION AS AN
OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON
PARK**

THIS THIRD AMENDMENT TO AGREEMENT FOR FURNISHING OF TOWING AND STORAGE SERVICE AND DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK ("Amendment No. 3"), is entered into as of November 17, 2003, by and between the City of Huntington Park, a municipal corporation ("CITY"), and Huntington Park Tow Service ("TOW SERVICE"), with reference to the following:

Recitals

WHEREAS, CITY and TOW SERVICE are parties to that certain Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 4, 1999, as amended by that certain Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 2, 2000, as amended by that certain Second Amendment Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of November 4, 2002 (collectively, the "Agreement"), pursuant to which CITY designated TOW SERVICE as the Official Police Garage for CITY and TOW SERVICE agreed to provide services to CITY in the forms of towing, impounding and storing of certain vehicles.

WHEREAS, the current term of the Agreement will expire on June 30, 2015.

WHEREAS, Paragraph 14 of the Agreement authorizes TOW SERVICE to apply for an adjustment of rates by submitting an application to the Chief of Police for rate review not more often than annually.

WHEREAS, TOW SERVICE has requested a rate review from the Chief of Police and the City Council has approved a rate increase.

WHEREAS, CITY and TOW SERVICE now desire to amend the Agreement to increase the tow and storage rates which TOW SERVICE may charge in the CITY.

NOW THEREFORE, CITY and TOW SERVICE hereby agree as follows:

Section 1. Rates and Charges. Paragraph 14 of the Agreement is hereby amended and shall now read as follows:

"14. RATES AND CHARGES

"TOW SERVICE shall charge the registered owner of towed and impounded vehicles the following rates:

- \$95.00 per 1 Tow (Tow)
- \$120.00 per 1 Tow – Heavy Duty Vehicles (Gross Vehicle Weight over 26,000 lbs)
- \$45.00 per hour labor rate, for services related to any tow
- \$20.00 per day for vehicle storage

TOW SERVICE may apply for an adjustment of the rates set forth herein by submitting an application to the CITY through the Chief of Police for rate review not more often than annually. The City Council will take action on the request as soon as reasonably possible and may approve or reject the application in its discretion.

TOW SERVICE shall make no payments for this contract and shall give no gifts to any of CITY's officers or employees."

Section 2. Effective Date. The effective date of this Amendment No. 3 is November 17, 2003.

Section 3. No Other Modification. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.

Section 4. Counterparts. This Amendment No. 3 may be executed in any number of counterparts, all of which shall constitute but one original.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park as of the day and year first above written.

TOW SERVICE:

CITY:

HUNTINGTON PARK TOW SERVICE

CITY OF HUNTINGTON PARK




Edward Escareño, Mayor

ATTEST:



Elba Romo, City Clerk

EXHIBIT 5

**FOURTH AMENDMENT TO AGREEMENT FOR FURNISHING OF
TOWING AND STORAGE SERVICE AND DESIGNATION AS AN
OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK**

THIS FOURTH AMENDMENT TO AGREEMENT FOR FURNISHING OF TOWING AND STORAGE SERVICE AND DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK ("Amendment No. 4"), is entered into as of April 4, 2004, by and between the City of Huntington Park, a municipal corporation ("CITY"), and Huntington Park Tow Service ("TOW SERVICE"), with reference to the following:

RECITALS

WHEREAS, CITY and TOW SERVICE are parties to that certain Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 4, 1999, as amended by that certain Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 2, 2000, as amended by that certain Second Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of November 4, 2002 as amended by that certain Third Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated November 17, 2003 (collectively, the "Agreement"), pursuant to which CITY designated TOW SERVICE as the Official Police Garage for CITY and TOW SERVICE agreed to provide services to CITY in the forms of towing, impounding and storing of certain vehicles.

WHEREAS, the current term of the Agreement will expire on June 30, 2015.

WHEREAS, Paragraph 14 of the Agreement authorizes TOW SERVICE to apply for an adjustment of rates by submitting an application to the Chief of Police for rate review not more often than annually.

WHEREAS, TOW SERVICE has requested a rate review from the Chief of Police and the City Council has approved a rate increase.

WHEREAS, CITY and TOW SERVICE now desire to amend the Agreement to increase the tow and storage rates which TOW SERVICE may charge in the CITY.

NOW THEREFORE, CITY and TOW SERVICE hereby agree as follows:

SECTION 1. Rates and Charges. Paragraph 14 of the Agreement is hereby amended and shall now read as follows:

14. RATES AND CHARGES

"TOW SERVICE shall charge the registered owner of towed and impounded vehicles the following rates:

- \$98.00 per 1 Tow (Tow)
- \$120.00 per 1 Tow -- Heavy Duty vehicles (Gross Vehicle Weight over 26,000 lbs)
- \$45.00 per hour labor rate, for services related to any tow
- \$25.00 per day for vehicle storage

TOW SERVICE may apply for an adjustment of the rates set forth herein by submitting an application to the CITY through the Chief of Police for rate review not more often than annually. The City Council will take action on the request as soon as reasonably possible and may approve or reject the application in its discretion.

TOW SERVICE shall make no payments for this contract and shall give no gifts to any of CITY's officers or employees."

SECTION 2. Effective Date. The effective date of this Amendment No. 4 is April 4, 2004.

SECTION 3. No Other Modification. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.

SECTION 4. Counterparts. This Amendment No. 4 may be executed in any number of counterparts, all of which shall constitute but one original.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park as of the day and year first above written.

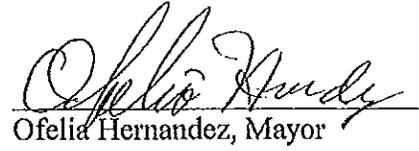
TOW SERVICE:

HUNTINGTON PARK TOW SERVICE


Suki Singh, President

CITY:

CITY OF HUNTINGTON PARK


Ofelia Hernandez, Mayor

ATTEST:


Rosanna Ramirez, City Clerk

EXHIBIT 6

**FIFTH AMENDMENT TO AGREEMENT FOR FURNISHING OF
TOWING AND STORAGE SERVICE AND DESIGNATION AS AN
OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK**

THIS FIFTH AMENDMENT TO AGREEMENT FOR FURNISHING OF TOWING AND STORAGE SERVICE AND DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK ("Amendment No. 5"), is entered into as of October 1, 2007, by and between the City of Huntington Park, a municipal corporation ("CITY"), and Huntington Park Tow Service ("TOW SERVICE"), with reference to the following:

RECITALS

WHEREAS, CITY and TOW SERVICE are parties to that certain Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 4, 1999, as amended by that certain Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 2, 2000, as amended by that certain Second Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of November 4, 2002, as amended by that certain Third Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated November 17, 2003, as amended by that certain Fourth Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated April 4, 2004 (collectively, the "Agreement"), pursuant to which CITY designated TOW SERVICE as the Official Police Garage for CITY and TOW SERVICE agreed to provide services to CITY in the forms of towing, impounding and storing of certain vehicles.

WHEREAS, CITY and TOW SERVICE now desire to amend the Agreement to provide for specific provisions and rates applicable to vehicles impounded by the Huntington Park Police Department for evidentiary purposes.

NOW THEREFORE, CITY and TOW SERVICE hereby agree as follows:

SECTION 1. Rates and Charges. Paragraph 14 of the Agreement is hereby amended and shall now read as follows:

14. RATES AND CHARGES

"TOW SERVICE shall charge the registered owner of towed and

impounded vehicles the following rates:

- \$98.00 per 1 Tow (Tow)
- \$120.00 per 1 Tow -- Heavy Duty vehicles (Gross Vehicle Weight over 26,000 lbs)
- \$45.00 per hour labor rate, for services related to any tow
- \$25.00 per day for vehicle storage

TOW SERVICE may apply for an adjustment of the rates set forth herein by submitting an application to the CITY through the Chief of Police for rate review not more often than annually. The City Council will take action on the request as soon as reasonably possible and may approve or reject the application in its discretion.

TOW SERVICE shall make no payments for this contract and shall give no gifts to any of CITY's officers or employees.

TOW SERVICE shall not charge the owners of vehicles any amount for vehicles impounded at the request of the Police Department for evidentiary or safe keeping reasons.

TOW SERVICE shall charge the Police Department for the towing of all evidentiary and safe keeping vehicles. TOW SERVICE shall waive the storage fee for the first fourteen calendar days for all evidentiary and safe keeping vehicles.

For evidentiary and safe keeping vehicles stored beyond the fourteen day fee waiver period, TOW SERVICE shall charge the Police Department and the Police Department shall pay TOW SERVICE associated vehicle storage costs for the storage of evidentiary vehicles beyond the fourteenth day.

SECTION 2. Effective Date. The effective date of this Amendment No. 5 is October 1, 2007.

SECTION 3. No Other Modification. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.

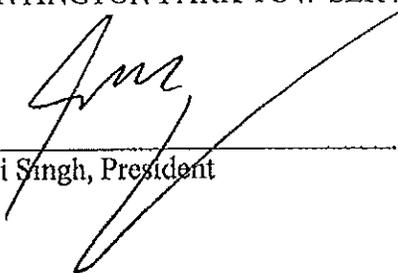
SECTION 4. Counterparts. This Amendment No. 5 may be executed in any number of counterparts, all of which shall constitute but one original.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police

Garage for the City of Huntington Park as of the day and year first above written.

TOW SERVICE:

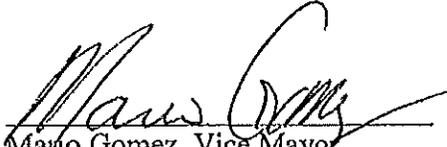
HUNTINGTON PARK TOW SERVICE



Suki Singh, President

CITY:

CITY OF HUNTINGTON PARK



Mario Gomez, Vice Mayor

ATTEST:



Rosanna Ramirez, City Clerk

**SIXTH AMENDMENT TO AGREEMENT FOR FURNISHING OF
TOWING AND STORAGE SERVICE AND DESIGNATION AS AN
OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK**

THIS SIXTH AMENDMENT TO AGREEMENT FOR FURNISHING OF TOWING AND STORAGE SERVICE AND DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK ("Amendment No. 6"), is entered into as of December 17, 2007, by and between the City of Huntington Park, a municipal corporation ("CITY"), and Huntington Park Tow Service ("TOW SERVICE"), with reference to the following:

RECITALS

WHEREAS, CITY and TOW SERVICE are parties to that certain Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 4, 1999, as amended by that certain Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 2, 2000, as amended by that certain Second Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of November 4, 2002, as amended by that certain Third Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated November 17, 2003, as amended by that certain Fourth Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated April 4, 2004, as amended by that certain Fifth Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated October 1, 2007 (collectively, the "Agreement"), pursuant to which CITY designated TOW SERVICE as the Official Police Garage for CITY and TOW SERVICE agreed to provide services to CITY in the forms of towing, impounding and storing of certain vehicles; and

WHEREAS, CITY and TOW SERVICE now desire to amend the Agreement to provide for revised rates applicable to vehicles towed and/or impounded by the Huntington Park Police Department.

NOW THEREFORE, CITY and TOW SERVICE hereby agree as follows:

SECTION 1. Rates and Charges. Paragraph 14 of the Agreement is hereby amended and shall now read as follows:

14. RATES AND CHARGES

"TOW SERVICE shall charge the registered owner of towed and impounded vehicles the following rates:

- \$105.00 per Tow (Standard Vehicle), Storage rate \$30.00 per day
- \$150.00 per Tow (Mid Duty, Gross Vehicle Weight 26,000-33,500), Storage rate \$35.00 per day
- \$195.00 per Tow (Heavy Duty, Gross Vehicle Weight over 33,500), Storage rate \$45.00 per day
- \$45.00 per hour labor rate, for services related to any tow

TOW SERVICE may apply for an adjustment of the rates set forth herein by submitting an application to the CITY through the Chief of Police for rate review not more often than annually. The City Council will take action on the request as soon as reasonably possible and may approve or reject the application in its discretion.

TOW SERVICE shall make no payments for this contract and shall give no gifts to any of CITY's officers or employees.

TOW SERVICE shall not charge the owners of vehicles any amount for vehicles impounded at the request of the Police Department for evidentiary or safe keeping reasons.

TOW SERVICE shall charge the Police Department for the towing of all evidentiary and safe keeping vehicles. TOW SERVICE shall waive the storage fee for the first fourteen calendar days for all evidentiary and safe keeping vehicles.

For evidentiary and safe keeping vehicles stored beyond the fourteen day fee waiver period, TOW SERVICE shall charge the Police Department and the Police Department shall pay TOW SERVICE associated vehicle storage costs for the storage of evidentiary vehicles beyond the fourteenth day.

SECTION 2. Effective Date. The effective date of this Amendment No. 6 is January 1, 2008.

SECTION 3. No Other Modification. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.

SECTION 4. Counterparts. This Amendment No. 6 may be executed in any number of counterparts, all of which shall constitute but one original.

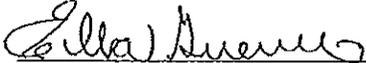
IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park as of the day and year first above written.

TOW SERVICE:
HUNTINGTON PARK TOW SERVICE



Suki Singh, President

CITY:
CITY OF HUNTINGTON PARK

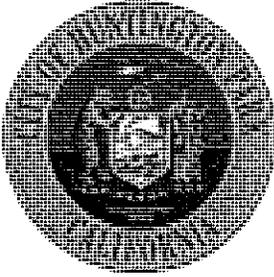


Elba Guerrero, Mayor

ATTEST:



Rosanna Ramirez, City Clerk



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

August 19, 2013

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

Dear Mayor and Members of the City Council:

2012 HOMELAND SECURITY GRANT PROGRAM (HSGP)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the 2012 Homeland Security Grant Program Subrecipient Agreement between the City of Huntington Park and County of Los Angeles for 2012 Homeland Security Grant Program funding.
2. Authorize the City Manager to sign the agreement between the City of Huntington Park and County of Los Angeles.
3. Approve the Police Department to purchase equipment and services from 3M to complete this approved project.
4. Authorize the Finance Department to issue necessary purchase orders and make payments to facilitate the successful completion of this project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Homeland Security Grant Program (HSGP) funding is made available to local agencies through the County of Los Angeles. HSGP funds are made available for various purposes including; interoperable communications, information sharing/collaboration, critical infrastructure, catastrophic planning, and exercise/training.

The Huntington Park Police Department has been awarded \$100,000.00 in HSGP grant funding for an approved Automated License Plate Reader (ALPR) project meeting the requirements of information sharing/collaboration. The project approved by the Department of Homeland Security supports our effort to expand our current ALPR system. The required Environmental and Historic Preservation Screening Form for this project was approved as of July 16, 2013.

2012 HOMELAND SECURITY GRANT PROGRAM (HSGP)

August 19, 2013

Page 2 of 4

In 2003, the Police Department purchased an Automatic License Plate Recognition (ALPR) system from PIPS Technology. In 2012, PIPS Technology was purchased by 3M and now operates under that company name. The technology and systems remain the same as what we currently deploy. Huntington Park was one of the first agencies in Los Angeles County to deploy such technology. 26 law enforcement agencies in Southern California are currently using these ALPR systems.

Since our initial purchase of the mobile ALPR systems installed on police vehicles, we have expanded our program to include fixed ALPR cameras at four intersections in the community. These ALPR camera systems instantly check license plates against specified databases including NCIC Stolen Vehicles, Felony Warrants, Amber Alerts, and local hot lists. The Police Department receives an immediate alert on any matches and police officers in the field are directed to locate the vehicle.

The data collected from the license plate reads can be shared with all these agencies for investigative purposes. This information has proven useful in criminal investigations involving our agency and neighboring communities as well.

FISCAL IMPACT/FINANCING

HSGP awards fund approved projects on a reimbursement basis. Agencies receiving HSGP awards must spend funds to complete projects, and submit for the reimbursement from the State. General fund monies used to complete this project will be reimbursed by the grant program. It is currently estimated that reimbursement on such projects may take two or three months.

With Council approval, this project will require the City expend \$100,000 on the grant project. City staff will submit for reimbursement of these funds when the project is completed. State funds received will replenish the account established for this purpose. The account number identified for this project is 230-7010-421.74-10.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A total of \$100,000.00 in grant funding has been awarded to the Police Department for this specific project. Funds provided through this grant are reimbursed to the agency after the project is completed. These funds will be used to purchase additional ALPR camera systems to include an additional two intersections. To qualify for reimbursement with these funds, the Police Department must receive the equipment and pay the vendor by January 31, 2014.

2012 HOMELAND SECURITY GRANT PROGRAM (HSGP)

August 19, 2013

Page 3 of 4

CONTRACTING PROCESS

This is a system upgrade and expansion of our existing ALPR system. 3M is the sole provider of PIPS Technology, which is currently the system in use by our agency. 3M also provides the only product compatible with the growing regional Automated License Plate Reader network. Based on this information, 3M is considered a sole source provider for this project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This project seeks to expand an ongoing regional effort involving the use of Automated License Plate Readers to strengthen information sharing and collaboration capabilities among law enforcement agencies. It is expected to have a significant impact on our ability to identify and locate stolen and/or wanted vehicles, and aid in the identification of vehicles utilized during crimes occurring in Huntington Park, CA.

CONCLUSION

Upon approval by the City Council:

1. The City Manager will execute the "2012 Homeland Security Grant Program Subrecipient Agreement" between the City of Huntington Park and County of Los Angeles for 2012 Homeland Security Grant Program funding.
2. The agreement will be forwarded to the office of the Chief Executive of Los Angeles County for the required County signatures and returned to the City of Huntington Park.
3. The Police Department will begin expansion of the Automated License Plate Reader network; not to exceed \$100,000.00 as provided by the grant.
4. The Finance Department will issue necessary purchase orders and make payments to facilitate the successful completion of this project.

2012 HOMELAND SECURITY GRANT PROGRAM (HSGP)

April 15, 2013

Page 4 of 4

Respectfully submitted,

RENE BOBADILLA
City Manager, P.E.



JORGE CISNEROS
Chief of Police

ATTACHMENTS

Attachment A: 2012 Homeland Security Grant Program Subrecipient Agreement
Two copies provided.

ATTACHMENT "A"



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

March 15, 2012

Jorge Cisneros, Chief of Police
Huntington Park Police Department
6542 Miles Avenue
Huntington Park, CA 90255

Dear Police Chief Cisneros:

2012 HOMELAND SECURITY GRANT PROGRAM SUBRECIPIENT AGREEMENT

On November 7, 2012, the Los Angeles County (County) Board of Supervisors accepted the 2012 Homeland Security Grant Program (HSGP) for the HSGP Los Angeles County Operational Area. The County requires a formal Subrecipient Agreement between the City of Huntington Park and the County which outlines the requirements of the grant and provides the guidelines to follow for HSGP reimbursement of eligible expenses.

You will find enclosed details of your approved project(s) for the 2012 HSGP under Exhibit E and two copies of the Subrecipient Agreement (SA) between the City of Huntington Park and Los Angeles County. Both copies of the SA, with complete contact information as required in Paragraph 102B, signed Exhibits A, B, C, signed Exhibit D (with each page initialed in the lower right corner), and the Agreements executed (in blue ink) by the appropriate jurisdiction staff, should be returned to:

Chief Executive Office
Attn: Craig Hirakawa
County Disaster Administrative Team
500 West Temple Street, Room 785
Los Angeles, CA 90012

Mr. Hirakawa will obtain the required County signatures and return a fully executed original of the SA to you. Please be aware that any sole source, aircraft, watercraft, and/or environmental clearances must be approved by the State prior to your jurisdiction incurring any costs related to the item(s) requiring such clearances.

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Jorge Cisneros, Chief of Police
March 15, 2013
Page 2

If you have any questions, your staff may contact Mr. Hirakawa at (213) 974-1127 or by email at chirakawa@ceo.lacounty.gov.

Sincerely,

WILLIAM T FUJIOKA
Chief Executive Officer

A handwritten signature in cursive script that reads "Alvia Shaw".

Alvia Shaw
Interim Manager

WTF:AS:hg/n

Enclosures

Subrecipient Agreement

Between the County of Los Angeles and

The City of Huntington Park

Grant Year 2012

Homeland Security Grant Program

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

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

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 44 C.F.R. through the Office of Grants and Training (G&T), has provided financial assistance from the Homeland Security Grant Program, Catalog of Federal Domestic Assistance (CFDA) 97.067 directly to the California Emergency Management Agency (Cal EMA) for the 2012 Homeland Security Grant Program (HSGP); and

WHEREAS, the Cal EMA provides said funds to the County of Los Angeles as its Subgrantee, and CEO is responsible for managing and overseeing the HSGP funds that are distributed to other specified jurisdictions within Los Angeles County; and

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

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of an HSGP 2012 grant from Cal EMA for the Subrecipient in the amount of \$100,000; and

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

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

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County Board of Supervisors on November 7, 2012 authorized the CEO to prepare and execute this Agreement.

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

SECTION I

INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

- A. County of Los Angeles, a political subdivision of the State of California, having its principal office at Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012; and
- B. City of Huntington Park, a public agency, having its principal office at 6550 Miles Avenue, Huntington Park, CA 90255.

§102. Representatives of the Parties and Service of Notices

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

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

Alvia Shaw, Interim Manager
Chief Executive Office, Los Angeles County (LAC)
500 W. Temple Street, Room 785
Los Angeles, CA 90012
Phone: (213) 974-7315
Fax: (213) 687-3765
ashaw@ceo.lacounty.gov

With a copy to:
Heather Singh, Grants Manager
Chief Executive Office, LAC
500 W. Temple Street, Room 785
Los Angeles, CA 90012
Phone: (213) 974-2319
Fax: (213) 687-3765
hsingh@ceo.lacounty.gov

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2. The representative of Subrecipient shall be:

Name and Title: NEAL MORGAN; LIEUTENANT
Organization HUNTINGTON PARK POLICE DEPARTMENT
Address: 6542 MILES AVE.
City/State/Zip: HUNTINGTON PARK, CA 90255
Phone: (323) 826-6691
Fax: (323) 826-6680
Email: NMORGAN@HUNTINGTONPARKPD.ORG

With a copy to:

Name and Title: JULIO MORALES; FINANCE DIRECTOR
Organization CITY OF HUNTINGTON PARK
Address: 6550 MILES AVE., ROOM 116
City/State/Zip: HUNTINGTON PARK, CA 90255
Phone: (323) 584-6201
Fax: (323) 588-2657
Email: JMORALES@HUNTINGTONPARK.ORG

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery, regular U.S. Postal mail service and/or e-mail. In the case of event of personal delivery or email, the message shall be deemed communicated upon receipt by the County. In event of mail service, the message shall be deemed communicated as of the date of mailing.
- C. If the name and/or title of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

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

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

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement shall be from October 12, 2012 to January 31, 2014, unless the County of Los Angeles, with Cal EMA approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period shall be so extended by such written notification, as provided in §502, below.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the HSGP FY 2012 Grant, which has been approved by Cal EMA. This information is contained in a copy of the final grant award letter and a worksheet, attached hereto as Exhibit E.

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

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

- B. Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
- C. Subrecipient shall review the Federal Debarment Listing at <http://www.epls.gov/epls/search.do> prior to the purchase of equipment or services to ensure the intended vendor is not listed and also maintain documentation that the list was verified.
- D. Prior to the purchase of equipment or services utilizing a sole source contract of \$100,000 or more, justification must be presented to CEO, who upon review will request approval from Cal EMA. Such approval in writing must be obtained prior to the commitment of funds.
- E. Subrecipient shall provide any reports requested by the County of Los Angeles to the CEO indicating Subrecipient's performance under this Agreement, including progress on meeting program goals. Reports shall be in the form requested by the County of Los Angeles, and shall be provided by the 15th of the following month. Subrecipient shall timely submit claims for reimbursement.
- F. Subrecipient shall provide a copy of their Annual Single Audit Report, as required by Office of Management and Budget circular A-133, to CEO no later than March 31st of the year following the reporting period.
- G. Subrecipient shall provide a Corrective Action Plan to CEO within 30 days of any audit finding.
- H. Subrecipient will be monitored by the County of Los Angeles on an annual basis to ensure compliance with Cal EMA grant program requirements. The County of

Los Angeles anticipates that said monitoring will include, at a minimum, one on-site visit during the term of this Agreement.

- I. Any equipment acquired pursuant to this Agreement shall be authorized in the G&T Authorized Equipment List (AEL) available online at <http://www.rkb.us> and the Funding Guidelines of the 2012 Homeland Security Grant Program, Funding Opportunity Announcement, incorporated by reference, and attached hereto as Exhibit F. Subrecipient shall provide the County of Los Angeles a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements. Federal procurement requirements for the HSGP 2012 Grant can be found at OMB Circular A-102, Title 44 C.F.R. Part 13.

Any equipment acquired or obtained with Grant Funds:

1. Will be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
 2. Will be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that plan;
 3. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
- J. Equipment acquired pursuant to this Agreement shall be subject to the requirements of Title 44, C.F.R. Part 13.32. For the purposes of this subsection, "Equipment" is defined as tangible nonexpendable property, having a useful life of more than one year which costs \$5,000 or more per unit. Items costing less than \$5,000, but acquired under the "Equipment" category of the Grant shall also be listed on any required Equipment Ledger.
 1. Equipment shall be used by Subrecipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
 2. Subrecipient shall make Equipment available for use on other like projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.

3. An Equipment Ledger shall be maintained listing each item of Equipment acquired with HSGP funds. The Equipment Ledger must be kept up to date at all times. Any changes shall be recorded in the Ledger within ten (10) business days and the updated Ledger is to be forwarded to the County of Los Angeles' Auditor-Controller Shared Services Division. The Equipment Ledger shall include: (a) description of the item of Equipment, (b) manufacturer's model and serial number or other identification number, (c) the fund source/grant year of acquisition of the Equipment, including the award number, (d) date of acquisition, (e) the acquisition cost of the Equipment, (f) percentage of Federal participation, (g) location and condition of Equipment and (h) disposition data, including date and sale price, if applicable. Records must be retained pursuant to Title 44 C.F.R. Part 13.32.
 4. All Equipment obtained under this Agreement shall have an appropriate identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
 5. A physical inventory of the Equipment shall be taken by the Subrecipient and the results reconciled with the Equipment Ledger at least once every two years or prior to any site visit by State or Federal auditors/monitors. The Subrecipient is required to submit a letter certifying as to the accuracy of the Equipment Ledger to the County of Los Angeles, in the frequency as above.
- K. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2012 Homeland Security Grant Program, Funding Opportunity Announcement or subsequent grant year programs.
- L. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2012 Homeland Security Grant Program, Funding Opportunity Announcement, and must be first submitted to CEO and then pre-authorized by Cal EMA. A catalog of federally approved and sponsored training courses is available at <http://www.ojp.usdoj.gov/odp/training.htm>.
- M. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2012 Homeland Security Grant Program, Funding Opportunity Announcement. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>.
- N. Subrecipient shall provide to County a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient shall submit the spending plan to County prior to final execution of the Agreement.
- O. Any organization activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2012 Homeland Security Grant Program, Funding Opportunity Announcement.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles shall reimburse Subrecipient up to the maximum grant amount of \$100,000 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County. All expenditures shall be for the purchase of equipment, exercises, training, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the FY 2012 HSGP Grant Award Letter from Cal EMA.
- B. Subrecipient shall submit invoices to the County of Los Angeles Auditor-Controller Shared Services Division requesting payment as soon as expenses are incurred and paid, and the required supporting documentation is available. Said timeframe should be within ten (10) business days of Subrecipient's payment to vendors and/or prescribed due dates by CEO and/or Cal EMA. Each reimbursement request shall be accompanied by the Reimbursement Form (attached hereto as Exhibit G). All appropriate back-up documentation must be attached to the reimbursement form, including purchase orders, invoices, proof of payment and packing slips.

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

For exercise reimbursements, Subrecipient must enter the After Action Report (AAR) and Improvement Plan on the State Office of Domestic Preparedness secure portal within 60 days following completion of the exercise and submit proof of State approval of the AAR with the reimbursement request.

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

- C. The County of Los Angeles may, at its discretion, and with Cal EMA approval, reallocate unexpended grant funds to another subrecipient. Said reallocation may occur upon completion of an approved project, or by written notification from the Subrecipient to the County of Los Angeles that a portion of the grant funds identified in §301.A., above, will not be utilized. As provided in §502, below, any increase or decrease in the grant amount specified in §301.A., above, may be effectuated by a written notification by the County of Los Angeles to the Subrecipient.

- D. Payment of final invoice shall be withheld by the County of Los Angeles until the County has determined that Subrecipient has turned in all supporting documentation and completed the requirements of this Agreement.
- E. It is understood that the County of Los Angeles makes no commitment to fund this Agreement beyond the terms set forth herein.
- F. 1. Funding for all periods of this Agreement is subject to continuing Federal appropriation of grant funds for this program. In the event of a loss or reduction of Federal appropriation of grant funds for this program, the Agreement may be terminated, or appropriately amended, immediately upon notice to Subrecipient of such loss or reduction of Federal grant funds.

2. County shall make a good-faith effort to notify Subrecipient, in writing, of such non-appropriation at the earliest time.

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Integrated Agreement

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

§404. Breach

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

§405. Prohibition Against Assignment or Delegation

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

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

§406. Permits

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

§407. Nondiscrimination and Affirmative Action

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

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

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

§408. Indemnification

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

§409. Conflict of Interest

- A. The Subrecipient covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating, any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

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

- H. The Subrecipient covenants that no member, officer or employee of Subrecipient shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The Subrecipient shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this grant and shall substitute the term "subcontractor" for the term "Subrecipient" and "sub subcontractor" for "Subcontractor".

§410. Restriction on Disclosures

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

§411. Statutes and Regulations Applicable To All Grant Contracts

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

- 1. Office of Management and Budget (OMB) Circulars

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

- 2. Single Audit Act

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

3. Americans with Disabilities Act

Subrecipient hereby certifies that, as applicable, it will comply with the Americans with Disabilities Act 42, USC §§12101 et seq., and its implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Subrecipient will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Subrecipient, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

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

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

5. Records Inspection

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

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

6. Records Maintenance

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

7. Subcontracts and Procurement

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

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

8. Labor

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

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

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

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

9. Civil Rights

Subrecipient shall, as applicable, comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

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

Subrecipient shall comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of

1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

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

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

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

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

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

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

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

11. Preservation

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

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

Subrecipient shall, as applicable, comply with Title 2 C.F.R. Part §3000, regarding Suspension and Debarment, and Subrecipient shall submit a Certification Regarding Debarment, attached here to as Exhibit B, required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the County of Los Angeles concurrent with the execution of this Agreement and shall certify that neither Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department head or agency. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

13. Drug-Free Workplace

Subrecipient shall, as applicable, comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, Title 44 Code of Federal Regulations (CFR) Part §17; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§8350-8357, and Subrecipient shall complete the Certification Regarding Drug-Free Workplace Requirements, attached hereto as Exhibit C, and incorporated herein by reference. Subrecipient shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

14. Lobbying Activities

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

15. Miscellaneous

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

B. Statutes and Regulations Applicable To This Particular Grant

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

1. Title 44 CFR Part 13; EO 12372; U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, Office for

Domestic Preparedness, ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

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

Provisions of Title 2, 6, 28, 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to Federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

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

2. Travel Expenses

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

Subrecipient's administrative-related travel and per diem reimbursement costs will not be reimbursed. For programmatic-related travel costs, Subrecipient's reimbursement rates shall not exceed the amounts established under the grant.

3. Noncompliance

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

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in the 2012 Funding Opportunity Announcement and in the "Grant Assurances", attached hereto as Exhibit D. By signing these Grant Assurances and accepting the Funding Opportunity Announcement, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. Subrecipient shall be liable to the Grantor for any funds the State determines that Subrecipient used in violation of these Grant Assurances. Subrecipient shall indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

§412. Federal, State and Local Taxes

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

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

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

hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

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

C. Copyright Policy

1. Unless otherwise provided by the State or the terms of this Agreement, when copyrightable material (Material) is developed under this Agreement, the County of Los Angeles, at the County's discretion, may copyright the Material. If the County of Los Angeles declines to copyright the Material, the County of Los Angeles shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The State shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. Subrecipient shall comply with Title 24 CFR 85.34.

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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

§414. Child Support Assignment Orders

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

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

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

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

§502. Amendments

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

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

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

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

COUNTY OF LOS ANGELES

By _____
WILLIAM T FUJIOKA
Chief Executive Officer

_____ Date

By _____
SACHI A. HAMAI
Executive Officer, Board of Supervisors

By _____
WENDY L. WATANABE
Auditor-Controller

APPROVED AS TO FORM

JOHN F. KRATTLI
County Counsel

BY _____
Principal Deputy County Counsel

BY _____
City Representative/Title (Signature) (Print Name) Date

APPROVED AS TO FORM

BY _____
City Attorney (Signature) (Print Name) Date

ATTEST

BY _____
City Clerk (Signature) (Print Name) Date

EXHIBITS

- Exhibit A Certification and Disclosures Regarding Lobbying
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions and
- Exhibit C Certification Regarding Drug-Free Workplace
- Exhibit D Grant Assurances
- Exhibit E Final Grant Award Letter and Worksheet
- Exhibit F Funding Guidelines
- Exhibit G Reimbursement Form and Instructions

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity: HUNTINGTON PARK POLICE DEPARTMENT 6542 MILES AV. HUNTINGTON PARK, CA</p> <p><input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee</p> <p>Tier, if known: _____</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: COUNTY OF LOS ANGELES 500 W. TEMPLE ST, ROOM 785 LOS ANGELES, CA 90012</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department/Agency: DEPT. OF HOMELAND SECURITY</p>	<p>7. Federal Program Name/Description: HOMELAND SECURITY GRANT PROGRAM</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount, if known: \$109,000.00</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p> <p style="text-align: center;">N/A</p>	<p>b. Individuals Performing Services (last name, first name, MI - include address if different from 10a)</p>	
<p>11. Amount of Payment (check all that apply) :</p> <p><input type="checkbox"/> Actual <input type="checkbox"/> Planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input checked="" type="radio"/> Yes <input type="radio"/> No</p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____ Name: _____ Title: _____ Telephone: _____ Date: _____ (area code)</p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

**DISCLOSURE OF LOBBYING ACTIVITIES
CONCONTINUATION SHEET**

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

Reporting Entity: **N/A**

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

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

Brief Description of Services and Payments indicated in item 11:

Authorized for Local Reproduction
Standard Form – LLL-A

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

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

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

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

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

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

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

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

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

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

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

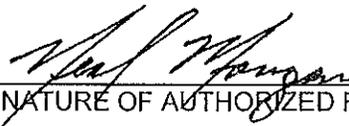
CERTIFICATION REGARDING DRUG-FREE WORKPLACE ACT REQUIREMENTS

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

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

HUNTINGTON PARK P.D.
CONTRACTOR/AGENCY

NEAL MORGAN / LIEUTENANT
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE OF AUTHORIZED REPRESENTATIVE

5-8-13
DATE

California Emergency Management Agency
 FY 2012 Grant Assurances
 (All HSGP Applicants)

Name of Applicant: CITY OF HUNTINGTON PARK

Address: 6550 MILES AV.

City: HUNTINGTON PARK State: CA Zip Code: 90255

Telephone Number: (323) 826-6691 Fax Number: (323) 826-6680

E-Mail Address: NMONGAN@HUNTINGTONPARK.PD.ORG

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

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
2. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).
3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
4. Will comply with any cost sharing commitments included in the FY2012 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.
5. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
6. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.
7. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.
8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.
9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.

10. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
11. Will comply with all provisions of 48 CFR, 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations.
12. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.
14. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
15. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
16. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of structures.
17. Will comply with all Federal and State Statues relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 - g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
 - i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
 - j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.
 - k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

- l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
18. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
 19. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more.
 20. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.
 21. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 10, Environmental Considerations.
 22. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.
 23. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to the GPD EHP team at GPDEHPinfo@fema.dhs.gov for review.
 24. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form for these types of projects is available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc
 25. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.

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

- e. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
31. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
 32. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 33. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 34. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
 35. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
 36. Agrees that where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
 37. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:
Telephone: 202-447-5346
Email: DD254AdministrativeSecurity@dhs.gov
Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528

38. Agrees with the requirements regarding Data Universal Numbering System (DUNS) Numbers, meaning if recipients are authorized to make subawards under this award, they must notify potential subrecipients

that no entity (see definition in paragraph C of this award term) may receive or make a subaward to any entity unless the entity has provided its DUNS number. For purposes of this award term, the following definitions will apply:

- a. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at <http://fedgov.dnb.com/webform>
 - b. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C, as a Governmental organization, which is a State, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.
 - c. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
 - d. "Subrecipient" means an entity that receives a subaward from you under this award; and is accountable to you for the use of the Federal funds provided by the subaward.
39. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally-assisted construction sub-agreements.
40. Agrees that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 - b. If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- a.
 - b.
41. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.

42. Agrees that equipment acquired or obtained with grant funds:
 - c. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
 - d. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
43. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.
44. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).
45. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
46. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
47. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
48. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.
49. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Homeland Security Grant Program Funding Opportunity Announcement, and the California Supplement to the FY 2012 Homeland Security Grant Program Funding Opportunity Announcement. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2012 Homeland Security Grant Program application. Further, use of FY12 funds is limited to those investments included in the California FY12 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.
50. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension". As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the applicant certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or

contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
 - d. where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
51. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
52. Will comply with the administrative requirements that apply to most DHS award recipients through a grant or cooperative agreement arise from two sources: - Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225. - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. - OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
53. Will acknowledge, agree, and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
- a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS and/or Cal EMA.
 - b. Recipients must give DHS/Cal EMA access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS/Cal EMA regulations and other applicable laws or program guidance.
 - c. Recipients must submit timely, complete, and accurate reports to the appropriate DHS/Cal EMA officials and maintain appropriate backup documentation to support the reports.
 - d. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - e. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS/Cal EMA awarding office and the DHS Office of Civil Rights and Civil Liberties.
 - f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination,

recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

54. Agrees that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S.C. § 1352.
55. Will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
56. Will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.
57. Will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
58. Will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
59. Will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
60. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.
61. Will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient engages in severe forms of trafficking in persons during the

- period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect; or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.
62. Will comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 63. Will comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 CFR § 100.201).
 64. Will comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).
 65. Will comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
 66. Will comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.
 67. Will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.
 68. Will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.
 69. Will comply with the requirements of the Federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

70. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.
71. Will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.
72. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
73. Will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.
74. Will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
75. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal EMA.
 - a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,
 - b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal EMA. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2011, the obligation must be reported by no later than December 31, 2011.)
 - c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal EMA. To determine if the public has access to

the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. Subgrantees must report subrecipient executive total compensation to Cal EMA by the end of the month following the month during which you make the subaward. Exemptions include: If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any subrecipient.

- d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
- i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - iv. Subrecipient Executives. Unless you are exempt as provided above, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

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

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

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
SECRETARY



October 12, 2012

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

SUBJECT: NOTIFICATION OF SUBGRANTEE AWARD APPROVAL
FY 2012 Homeland Security Grant Program (HSGP)
Grant #2012-SS-00123; Cal EMA 037-00000
Subgrantee Performance Period: October 12, 2012 to May 31, 2014

Dear Ms. Kindler:

The California Emergency Management Agency (Cal EMA) has approved your FY 12 Homeland Security Grant Program (HSGP) award in the amount of \$7,541,946. Once your completed application is received and approved, you may request reimbursement of eligible grant expenditures using the Cal EMA Financial Management Forms Workbook available at www.calema.ca.gov.

During the review process, a Cal EMA representative examined and evaluated your FY 12 HSGP grant application. As a result of this review, some of your funded projects may have been assigned performance milestones shorter than the subgrantee performance period, based in part on information provided in your application and submitted workbook. Performance milestones will be used by Cal EMA to both determine the appropriate date to disencumber funds awarded under this grant and redirect them to other needs across the State and as indicators of performance and grant management capacity in future competitive grant applications.

Activities:	Amount	Completion Date
ALL PROJECTS	\$3,700,000	10/31/13

Additionally, Aviation/Watercraft requests, Establish/Enhance Emergency Operations Center (EOC) projects, projects requiring Environmental and Historic Preservation (EHP) review and Sole Source Procurement requests will require additional approvals from Cal EMA. Subgrantees must obtain written approval for these activities **prior** to incurring any costs, in order to be reimbursed for any related costs under this grant. Subgrantees are required to obtain a performance bond for any equipment item over \$250,000, or any vehicle, aviation, or watercraft (regardless of the cost) financed with homeland security dollars.

Following acceptance of this award, you must enter your grant information into the US Office of Grants and Training, Grant Reporting Tool (GRT), for the December 2012 Biannual Strategy Implementation Report (BSIR) period. The GRT can be accessed online at <https://www.reporting.odp.dhs.gov/>.

HOMELAND SECURITY, PROPIB AND EMERGENCY MANAGEMENT BRANCH
3650 SCHRIEVER AVENUE · MATHER, CA 95655
MAIN LINE: (916) 845-8186

Ms. Kindler
October 12, 2012
Page Two

Semi-annual performance reports must be prepared and submitted to Cal EMA via the GRT for the duration of the grant period or until all activities are completed and the grant is formally closed. Failure to submit performance reports could result in grant reduction, termination, or suspension.

This grant is subject to all policies and provisions of the Federal Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal EMA.

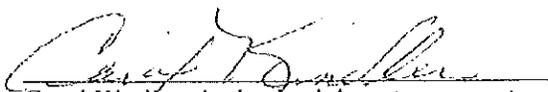
Your dated signature is required on this letter. Please sign and return the original to your Cal EMA program representative within ten days of receipt, and keep a copy for your files.

For further assistance, please feel free to contact your Cal EMA program representative or the Homeland Security Grants Section at (916) 845-8186.

Sincerely,



MARK S. GHILARDUCCI
Secretary.



Carol Kindler, Authorized Agent
Los Angeles County

10/22/12

City of Huntington Park
2012 SHSGP Projects

Sub-recipient	Item Number	Project	Project Name	Funding Source	Discipline	Solution Area	Solution Area Sub-Category	Total Obligated
Huntington Park	18	D	ALPR systems project	HSGP-SHSP	LE	Equipment	Intervention Equipment	\$100,000

Item Number	Project	Equipment Description & (Quantity)	AEL#	AEL Title	SAFECOM consult	Funding Source	Discipline	Solution Area Sub-Category	Invoice Number	Vendor	Acquired Date	Part of a Procurement over 100k	Sole Source Involved	Hold Trigger	Estimated Cost
18.3	D	Purchase of 15 Fixed ALPR camera Sites	13LE-00-SURV	Equipment, Law Enforcement Surveillance	No	HSGP-SHSP	LE	Intervention Equipment				No	Yes	No hold indicated	100,000

Appendix C – Funding Guidelines

Grantees must comply with all the requirements in 44 CFR Part §13 and 2 CFR Part §215.

In general, grantees should consult with their FEMA Headquarters Program Analyst prior to making any investment that does not clearly meet the allowable expense criteria established by the FOA. Funding guidelines established within this section support the five mission areas—Prevention, Protection, Mitigation, Response, and Recovery—and associated core capabilities within the NPG.

Management and Administration (SHSP, UASI, and OPSG)

A maximum of up to five percent (5%) of HSGP funds awarded may be retained by the State, and any funds retained are to be used solely for management and administration purposes associated with the HSGP award. This includes allowability of M&A for OPSG. States may pass through a portion of the State M&A allocation to local sub-grantees to support local M&A activities. Sub-grantees may also retain a maximum of up to five percent (5%) of funding passed through by the State solely for management and administration purposes associated with the HSGP award. For additional information on M&A, refer to Information Bulletin 365 located at <http://www.fema.gov/government/grant/bulletins/index.shtm#1>.

Allowable Investments made in support of the HSGP priorities as well as other capability-enhancing projects must fall into the categories of planning, organization, exercises, training, or equipment.

Planning (SHSP, UASI, and OPSG)

FY 2012 SHSP and UASI funds may be used for a range of emergency preparedness and management planning activities and that support Performance Objectives such as THIRA and Planning, by placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in CPG 101 v.2 as well as development and maintenance of a THIRA. Planning must include participation from all stakeholders in the community who are able to contribute critical perspectives and may have a role in executing the plan. Planning should be flexible enough to address incidents of varying types and magnitudes.

Grantees must use the *CPG 101: Developing and Maintaining Emergency Operations Plans* in order to develop robust and effective plans. For additional information, please see http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.

Organization (SHSP and UASI Only)

Organizational activities include:

- Program management;
- Development of whole community partnerships;

- Structures and mechanisms for information sharing between the public and private sector;
- Tools, resources and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;
- As identified in priority one utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event; and
- Paying salaries and benefits for personnel to serve as qualified intelligence analysts.

States and Urban Areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their IJ submission by using historical data or other analysis. All States are allowed to utilize up to 50 percent (50%) of their FY 2012 SHSP funding and all Urban Areas are allowed up to 50 percent (50%) of their FY 2012 UASI funding for personnel costs. At the request of a recipient of a grant, the Administrator may grant a waiver of the 50 percent (50%) limitation noted above. Organizational activities under SHSP and UASI include:

- **Intelligence analysts.** Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. In order to be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
 - Successfully complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
 - Previously served as an intelligence analyst for a minimum of two years either in a Federal intelligence agency, the military, or State and/or local law enforcement intelligence unit

As identified in the *Maturation and Enhancement of State and Major Urban Area Fusion Centers* priority, all fusion centers analytic personnel must demonstrate qualifications that meet or exceed competencies identified in the *Common Competencies for State, Local, and Tribal Intelligence Analysts*, which outlines the minimum categories of training needed for intelligence analysts. These include subject-matter expertise, analytic methodologies, customer-service ethics, information handling and processing skills, critical thinking skills, computer literacy, and objectivity and intellectual honesty. A certificate of completion of such training must be on file with the SAA and must be

made available to FEMA Program Analysts upon request. In addition to these training requirements, fusion centers should also continue to mature their analytic capabilities by addressing gaps in analytic capability identified during the fusion center's BCA.

- **Overtime costs.** Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the *Maritime Transportation Security Act of 2002*), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the Federal man-hour estimate, and only after funding for these activities from other Federal sources (i.e. FBI JTTF payments to State and local agencies) has been exhausted. Under no circumstances should DHS grant funding be used to pay for costs already supported by funding from another Federal source.

- **Operational overtime costs.** In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. FY 2012 SHSP or UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:
 - Backfill and overtime expenses (as defined in this FOA) for staffing State or Major Urban Area fusion centers;
 - Hiring of contracted security for critical infrastructure sites;
 - Public safety overtime (as defined in this FOA);
 - Title 32 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note: Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); and
 - Increased border security activities in coordination with CBP, as outlined in Information Bulletin 135.

FY 2012 SHSP funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator.

Note: States with UASI jurisdictions can use funds retained at the State level to reimburse eligible operational overtime expenses incurred by the State (per the above guidance limitations and up to a maximum of 50 percent (50%) of the State share of the UASI grant). Any UASI funds retained by the State must be used in **direct** support of the Urban Area. States must provide documentation to the Urban Area Working Group

(UAWG) and FEMA upon request demonstrating how any UASI funds retained by the State would directly support the Urban Area.

Equipment (SHSP and UASI)

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for FY 2012 HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), at <https://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grantees (including sub-grantees) that are using FY 2012 HSGP funds to support emergency communications activities should comply with the *FY 2012 SAFECOM Guidance for Emergency Communication Grants*, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission Waiver Order. SAFECOM guidance can be found at <http://www.safecomprogram.gov>.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health department who administer Federal funds from the Department of Health and Human Services for this purpose. Procurement must have a sound threat based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within the period of performance of the FY 2012 HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

Training (SHSP and UASI)

States, territories, and Urban Areas may use HSGP funds to develop a homeland security training program. Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS, Department of Transportation). Training conducted using HSGP funds should address a performance gap identified through an After Action Report/Improvement Plan (AAR/IP) or contribute to building a capability that will be evaluated through an exercise. Exercises should be used to provide the opportunity to demonstrate and validate skills learned in training, as well as to identify training gaps. Any training or training gaps, including those for children and individuals

with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the State or Urban Area training cycle. All training and exercises conducted with HSGP funds should support the development and testing of the jurisdiction's EOP or specific annexes, and validation of completed corrective actions from previous exercises or real world events, where applicable.

Exercises (SHSP and UASI)

Exercises conducted with FEMA support should be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://hseep.dhs.gov>.

All exercises using HSGP funding must be NIMS compliant. More information is available online at the National Integration Center at <http://www.fema.gov/emergency/nims/index.shtm>.

All States and Urban Areas are required to conduct a Training and Exercise Planning Workshop (TEPW) and develop a Multi-Year Training and Exercise Plan (TEP) on an annual basis. Such plans should take into consideration anticipated training and exercise needs of the respective jurisdiction for at least the immediate year, with exercises being targeted to provide responders the opportunity to utilize training received. Such plan should also include a training and exercise schedule and States' and Urban Areas' priority capabilities to focus the allocation of exercise resources. This Plan is to be submitted to the State's respective Exercise Program point of contact. The State Exercise Program point of contact should submit a copy of the Plan to hseep@dhs.gov. All scheduled training and exercises included in the Plan should be entered in the HSEEP National Exercise Schedule (NEXS) System, located in the HSEEP Toolkit on the HSEEP website. A TEPW user guide and a template of the Multi-Year Training and Exercise Plan can be found on the HSEEP website at <https://hseep.dhs.gov>. States and Urban Areas are also encouraged to participate in their respective FEMA Regional Training and Exercise Workshop (conducted annually) and coordinate/integrate State and Urban Area exercise initiatives accordingly. Where applicable, the Training and Exercise Plans should include training and exercises that support specialized programs, such as the Regional Catastrophic Preparedness Grant Program.

Grantees must develop AAR/IPs following the completion of exercises funded under this program; the use of HSEEP is strongly encouraged. AAR/IPs are to be submitted to hseep@dhs.gov. Please ensure the documents are encrypted (password-protected) and the password is also sent to hseep@dhs.gov via a separate email.

Maintenance and Sustainment (SHSP, UASI, and OPSG)

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.

FY 2012 grant funds are intended to support the NPG by funding projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's Information Bulletin 336 (Maintenance and Sustainment) has been expanded to allow for the support of equipment that has previously been purchased with both Federal grant and non-Federal grant funding. Grantees need to ensure that eligible costs for maintenance and sustainment be an allowable expenditure under applicable grant programs and support one of the core capabilities in the five mission areas contained within the NPG and be deployable through EMAC, where applicable.

Law Enforcement Terrorism Prevention Allowable Costs (SHSP and UASI Only)

The following activities are eligible for use of LETPA focused funds:

- Maturation and enhancement of recognized State and major Urban Area fusion centers, including information sharing and analysis, target hardening, threat recognition, and terrorist interdiction, and training/ hiring of intelligence analysts;
- Implementation and maintenance of the Nationwide SAR Initiative (NSI), including training for front line personnel on identifying and reporting suspicious activities;
- Implementation of the "If You See Something, Say Something™" campaign to raise public awareness of indicators of terrorism and violent crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations;
- Training for countering violent extremism; development, implementation, and/or expansion of programs to engage communities that may be targeted by violent extremist radicalization; and the development and implementation of projects to partner with local communities to prevent radicalization to violence, in accordance with the Strategic Implementation Plan (SIP) to the National Strategy on Empowering Local Partners to Prevent Violent Extremism in the United States; and
- Increase physical security, via law enforcement personnel and other protective measures by implementing preventive and protective measures related to at-risk nonprofit organizations.

For additional information, refer to the Building Law Enforcement Terrorism Prevention Capabilities priority within Appendix B – *FY 2012 HSGP Program Specific Priorities*.

Critical Emergency Supplies (SHSP and UASI Only)

In furtherance of DHS's mission, critical emergency supplies, such as shelf stable food products, water, and basic medical supplies are an allowable expense under SHSP and UASI. Prior to allocating grant funding for stockpiling purposes, each State must have FEMA's approval of a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

The inventory management plan and distribution strategy, to include sustainment costs, will be developed and monitored by FEMA GPD with the assistance of the FEMA Logistics Management Directorate (LMD). GPD will coordinate with LMD and the respective FEMA Region to provide program oversight and technical assistance as it relates to the purchase of critical emergency supplies under UASI. GPD and LMD will establish guidelines and requirements for the purchase of these supplies under UASI and monitor development and status of the State's inventory management plan and distribution strategy.

The States (through their Emergency Management Office) are strongly encouraged to consult with their respective FEMA Regional Logistics Chief regarding disaster logistics-related issues. The States are further encouraged to share their FEMA approved plans with local jurisdictions and tribes to meet minimum inventory management plan requirements when using FEMA grant funds.

Construction and Renovation (SHSP and UASI Only)

Project construction using SHSP and UASI funds may not exceed the greater of \$1,000,000 or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, including communications towers, at the time of application, grantees are highly encouraged to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits and documents, and to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., completing the FCC's Section 106 review process for tower construction projects; coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six (6) months of the award and completed EHP review packets must be submitted no later than 12 months before the end of the Period of Performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

FEMA is legally required to consider the potential impacts of all HSGP projects on environmental resources and historic properties. Grantees must comply with all applicable environmental planning and historic preservation (EHP) laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2012 HSGP grant funds. To avoid unnecessary delays in starting a project, grantees are encouraged to pay close attention to the reporting requirements for an EHP review. For more information on FEMA's EHP requirements, SAAs should refer to Information Bulletins 329 and 345 (<http://www.fema.gov/government/grant/bulletins/index.shtm>).

FY 2012 HSGP Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that

their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations, is available from the following website:

<http://www.dol.gov/compliance/laws/comp-dbra.htm>.

OPSG funds may not be used for any type of construction.

Personnel (SHSP and UASI)

Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2012 HSGP planning, training, exercise, and equipment activities. A personnel cost cap of up to 50 percent (50%) of total SHSP and UASI program funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412). Grantees who wish to seek a waiver from the personnel cost cap must provide documentation explaining why the cap should be waived; waiver requests will be considered only under extreme circumstances. In general, the use of SHSP and UASI funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

For further details, SAAs should refer to Information Bulletin 358 or contact their FEMA Headquarters Program Analyst.

FY 2012 HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and safety duties or to supplant traditional public health and safety positions and responsibilities.

Definitions for hiring, overtime, backfill-related overtime, and supplanting remain unchanged from FY 2011 HSGP.

Operational Packages (SHSP and UASI)

Applicants may elect to pursue operational package (OPack) funding, such as Canine Teams, Mobile Explosive Screening Teams, and Anti Terrorism Teams, for new capabilities as well as sustain existing OPacks. Applicants must commit to minimum training standards to be set by the Department for all federally funded security positions. Applicants must also ensure that the capabilities are able to be deployable, through EMAC, outside of their community to support regional and national efforts. When requesting OPacks-related projects, applicants must demonstrate the need for developing a new capability at the expense of sustaining existing core capability.

Applicants are reminded that personnel-related activities associated with OPacks will be subject to the PRICE Act requirements in which all States are allowed to utilize up to 50 percent (50%) of their FY 2012 SHSP funding and all Urban Areas are allowed up to 50 percent (50%) of their FY 2012 UASI funding for personnel costs.

Western Hemispheric Travel Initiative (SHSP)

In addition to the expenditures outlined above, SHSP funds may be used to support the implementation activities associated with the Western Hemisphere Travel Initiative (WHTI), including the issuance of WHTI-compliant tribal identification cards. More information on the WHTI may be found at

http://www.dhs.gov/files/programs/qc_1200693579776.shtm or
http://www.getyouhome.gov/html/eng_map.html.

Other Secure Identification Initiatives (SHSP)

SHSP funds may also be used to support the Department's additional efforts to enhance secure identification. Activities that facilitate secure identification, including IT enhancements for identification management and verification systems are a priority. DHS is currently developing and implementing a number of screening programs in which secure identification credentials figure prominently. These include the Transportation Worker Identification Credential (TWIC) program which promotes tamper-resistant biometric credentials for workers who require unescorted access to secure areas of ports, vessels, outer continental shelf facilities, and all credentialed merchant mariners; and the credentialing of first responders which entails enhancing real-time electronic authentication of identity and attribute(s) (qualification, certification, authorization, and/or privilege) of emergency response/critical government personnel responding to terrorist attacks or other catastrophic events.

States are encouraged to continue implementing activities previously funded through DLSGP that focus on securing driver's license and identification card issuance processes. Initiatives related to securing identification should:

- Have the greatest impact upon reducing the issuance and use of fraudulent driver's license and identification cards;
- Reduce the cost of program implementation for individuals, States, and the Federal government;
- Expedite State progress toward meeting minimum security standards; and
- Plan and expedite State-specific activities to support Federal data and document verification requirements and standards.

Operations (OPSG)

The intent of OPSG is to focus on operational aspects of enhancing coordination between Federal, State, local, tribal, and territorial law enforcement agencies to increase the security of the United States Borders. While equipment is an allowable expense, the FY 2012 OPSG is not intended to be an equipment-centric grant.

- *Operational Overtime.* Operational overtime costs associated with law enforcement activities, in support of border law enforcement agencies for increased border security enhancement. Per the *PRICE of Homeland Security Act* (Public Law 110-412), all grantees are allowed to utilize up to 50 percent (50%) of their FY 2012 OPSG funding for personnel related costs, which include overtime activities. At the request of a grant recipient, the FEMA Administrator

may waive the 50 percent (50%) personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis. A formal FY 2012 OPSG personnel waiver request should:

- Be requested on official letterhead, include a written justification, and be signed by the authorized representative of the SAA;
 - Include a budget and method of calculation of personnel costs both in percentage of the grant award and in total dollar amount. To avoid supplanting issues, the request must also include a three-year staffing history for the requesting entity;
 - Include an approved Operations Order from the CBP/BP Sector office which supports the SAA's written justification;
 - Be coordinated with the CBP Sector and Office of the Border Patrol; and
 - Be forwarded electronically by the SAA to FEMA GPD Program Analyst.
- *Part Time Personnel.* FY 2012 OPSG funds may be used to pay additional current part time law enforcement personnel salaries in order to bring them to temporary full time status.
 - *Travel, Per Diem, and Lodging.* Travel and per diem include costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities. In addition, costs to support up to six (6) month deployment of law enforcement personnel to critical Southwest Border locations to support operational activities (travel costs must be in accordance with applicable travel regulations).
 - *Vehicle and Equipment Rentals*
 - *Vehicle/Equipment Maintenance*
 - *Fuel Cost and/or Mileage Reimbursement.* There is no cap for reimbursement of operational activities.
 - *Activate Reserve State, local, tribal, and territorial law enforcement personnel.* Supporting a request to the Governor to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of State law enforcement to increase or augment specialized/technical law enforcement elements operational activities.
 - *Backfill.* Costs associated with backfill for personnel supporting operational activities.
 - *Law Enforcement Readiness.* Use of FY 2012 OPSG funds may be used to increase operational, material, and technological readiness of State, local, tribal, and territorial law enforcement agencies.

Unallowable Costs (OPSG)

OPSG unallowable costs include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. The FY 2012 OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. FY 2012 OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and Federal law enforcement agencies.

Finally, construction and/or renovation costs are prohibited under OPSG. Applicants should refer to Information Bulletin 358 (<http://www.fema.gov/government/grant/bulletins/index.shtml>) or contact their FEMA Headquarters Program Analyst at (800) 368-6498 for guidance and clarification.

Examples of Allowable Activities for SHSP and UASI

Planning Activities

Examples of planning activities include:

- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, mitigation, response, and recovery activities
- Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:
 - Implementing the NPG and the Whole Community Approach to Security and Emergency Management
 - Pre-event recovery planning
 - Implementing the National Infrastructure Protection Plan (NIPP) and associated Sector Specific Plans
 - Enhancing and implementing Statewide Communication Interoperable Plan (SCIP) and Tactical Interoperable Communications Plans (TICP) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan (NECP)*
 - Costs associated with the adoption, implementation, and adherence to NIMS compliance requirements, including implementing the NIMS National Credentialing Framework
 - Modifying existing incident management and EOPs to ensure proper alignment with the National Response Framework (NRF) coordinating structures, processes, and protocols
 - Establishing or enhancing mutual aid agreements
 - Developing communications and interoperability protocols and solutions
 - Conducting local, regional, and tribal program implementation meetings
 - Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
 - Designing State and local geospatial data systems
 - Developing and conducting public education and outreach campaigns, including promoting individual, family, and organizational emergency preparedness; alerts and warnings education; promoting training, exercise, and volunteer opportunities; informing the public about emergency plans, evacuation routes, shelter locations; and evacuation plans as well as CBRNE prevention awareness
 - Designing programs to address targeting at-risk populations and engaging them in emergency management planning efforts
 - Activities, materials, services, tools and equipment to achieve planning, protection, mitigation, response and recovery that is inclusive of people with disabilities (physical, programmatic and communications access for

- people with physical, sensory, mental health, intellectual and cognitive disabilities)
 - Preparing materials for State Preparedness Reports (SPRs)
 - WHTI implementation activities including the issuance of WHTI-compliant tribal identification cards
- Developing related terrorism prevention activities including:
 - Developing THIRA that reflects a representative make up and composition of the jurisdiction
 - Developing initiatives that directly support local efforts to understand, recognize, prepare for, prevent, mitigate, and respond to pre-operational activity and other crimes that are precursors or indicators of terrorist activity, in accordance with civil rights/civil liberties protections
 - Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
 - Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
 - Developing and planning for information/intelligence sharing groups
 - Integrating and coordinating the fire service, emergency management, public health care, public safety, and health security data-gathering (threats to human and animal health) within State and Major Urban Area fusion centers to achieve early warning, monitoring, and mitigation of threats
 - Integrating and coordinating private sector participation with fusion center activities
 - Developing and implementing preventive radiological/nuclear detection activities
 - Acquiring systems allowing connectivity to State, local, tribal, territorial, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
 - Planning to enhance security during heightened alerts, terrorist incidents, and/or during mitigation and recovery
 - Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
 - Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils or their equivalent
 - Volunteer programs and other activities to strengthen citizen participation
 - Conducting public education campaigns including promoting suspicious activity reporting and preparedness; individual, family, and organizational emergency preparedness; promoting the *Ready* campaign; and/or creating State, regional, or local emergency preparedness efforts that build upon the *Ready* campaign
 - Evaluating Critical Infrastructure Protection (CIP) security equipment and/or personnel requirements to protect and secure sites

- CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
- Multi-Jurisdiction Bombing Prevention Plans (MJBPP)
- Underwater Terrorist Protection Plans
- Developing and enhancing plans and protocols, including but not limited to:
 - Community-based planning to advance “whole community” security and emergency management
 - Incorporating government/non-governmental collaboration, citizen preparedness, and volunteer participation into State and local government homeland security strategies, policies, guidance, plans, and evaluations
 - Developing, enhancing, maintaining a current EOP that conforms to the guidelines outlined in the CPG 101 v.2
 - Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans
 - Activities associated with a conversion from wideband to narrowband voice channels to support interoperability
 - Implementing SCIP and TICPs that align with the goals, objectives, and initiatives of the NECP
 - Developing protocols or standard operating procedures for specialized teams to incorporate the use of equipment acquired through this grant program
 - Developing terrorism prevention/protection plans
 - Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
 - Developing plans for mass evacuation and pre-positioning equipment
 - Developing or enhancing plans for responding to mass casualty incidents caused by any hazards
 - Developing or enhancing applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
 - Developing or enhancing border security plans
 - Developing or enhancing cyber security and risk mitigation plans
 - Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
 - Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
 - Developing public/private sector partnership emergency response, assessment, and resource sharing plans
 - Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of survivors
 - Developing or updating local or regional communications plans

- Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
- Developing plans and response procedures for adjudicating, validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
- Developing or enhancing evacuation plans
- Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRLS)
- Developing or enhancing plans to prepare for surge capacity of volunteers
- Developing or enhancing the State emergency medical services systems
- Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities in preparedness, mitigation, response, and recovery activities
- Developing or enhancing Bombing Prevention Plans
- Developing school preparedness plans
- Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities
- Developing plans to educate youth on disaster preparedness
- Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for integrating activities, materials, services, tools and equipment to achieve planning inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities). Developing and implementing civil rights, civil liberties, and privacy policies, procedures, and protocols
- Designing and developing State, local, tribal, and territorial geospatial data systems
- Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)
- Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities
- Developing or conducting assessments, including but not limited to:
 - Developing pre-event recovery plans

- Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level
- Developing border security operations plans in coordination with CBP
- Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- Updating and refining threat matrices
- Conducting cyber risk and vulnerability assessments
- Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local, regional, and State resources
- Conducting Bombing Prevention Capability Analysis
- Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g., law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
- Activities that directly support the identification of pre-designated temporary housing sites
- Activities that support the identification and development of alternate care sites
- Conducting community assessments, surveys, and research of vulnerabilities and resource needs to determine how to meet needs and build effective and tailored strategies for educating individuals conducting assessments of the extent to which compliance with the integration mandate of disability laws is being achieved
- Soft target security planning (e.g., public gatherings)
- Identifying resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained
- Ensuring subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments
- Developing and implementing a community preparedness strategy for the State/local jurisdiction
- Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response
 - Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response, including but not limited to: Citizen Corps Affiliate Programs and Organizations, Community Emergency Response Teams (CERT), Fire Corps, Medical Reserve Corps (MRC), Neighborhood Watch/USAonWatch, Volunteers in Police Service (VIPS), and jurisdiction specific volunteer efforts
- Establishing and sustaining Citizen Corps Councils or their equivalent

- Working with youth-serving organizations to develop and sustain a youth preparedness program

Organization Activities

The following organization activities in support of public-private partnerships are allowable expenses.

- Program management:
 - Salary for a dedicated liaison who acts as the primary point of contact, coordinates the public-private partnership and ensures proper implementation of the strategic plan
 - Facilities, including meeting space and work space for private sector liaisons. Grantees are encouraged to use free space/locations/facilities, whenever possible, prior to the rental of space/locations/facilities
 - Supplies needed to support regular communications
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident
- Sustain partnership efforts to include:
 - Support for in-person meetings, events, and conferences that bring the public and private sectors together. Grantees are encouraged to use free space/locations/facilities, whenever possible, prior to the rental of space/locations/facilities
 - Web-based and social media tactics (webinars, emails, newsletters, alerts, databases, online collaboration tools, website development and maintenance, etc)
 - Innovative approaches for reaching the Whole Community to include translated material for individuals that are blind and or have low vision capability and those with English as a second language and coalitions among citizens.
 - Leverage already existing structures and mechanisms, such as Citizen Corps, for sharing information and engaging members of the Whole Community to include: for-profit and not-for-profit entities, faith based and community organizations, youth-serving and youth advocates, those that support socio-economic and diverse cultures
- Structures and mechanisms for information sharing between the public and private sector:
 - Tools, software, programs, and other mechanisms that support two-way information sharing during normal and emergency operations
 - Means to receive input or feedback from the private sector, and encourage participation from civic leaders from all sectors
 - Regular and timely communications on subjects relating to all phases of emergency management, such as newsletters, emails, and alerts
- Tools, resources and activities that facilitate shared situational awareness between the public and private sectors

- Web-based and new media platforms that allow real-time information exchange
- Asset mapping, such as participation in FEMA's Total Asset Visibility and LogViz initiatives
- A seat(s) in the emergency operation center, or virtual EOC
- Operational Support:
 - Tools for identifying and tracking available paid and unpaid disaster response resources
 - Dedicated space and equipment for private sector representation within a State, county, or city emergency operation center
 - A dedicated business emergency operations center that works with the State, county or city EOC (not construction)
 - Tools for real time information sharing between the public and private sector
 - Licensing, screening, or other requirements for access to real EOC or virtual EOC

Training Information

Training Information Reporting System (“Web-Forms”). Web-Forms is an electronic form/data management system built to assist the SAA and its designated State/territory Training Point of Contact (TPOC) with the reporting of State and Federal sponsored training supported by HSGP funds. Web-Forms can be accessed through the FEMA Toolkit located at <http://www.firstrespondertraining.gov/admin>.

FEMA resources include a number of different training sources:

- *FEMA Provided Training.* These programs or courses are developed for and delivered by institutions and organizations funded by FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI) and the National Training and Education Division (NTED) training partner programs including, the Competitive and Continuing Training Grant programs, the National Domestic Preparedness Consortium (NDPC) and the Rural Domestic Preparedness Consortium (RDPC).
- *Training Not Provided by FEMA.* These courses are either State sponsored or Federal sponsored, coordinated and approved by the SAA or their designated TPOC, and fall within the FEMA mission scope to prepare State, local, tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.
- *State Sponsored Courses.* These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- *Approved State Sponsored Course Catalog.* This catalog lists State/territory sponsored courses that fall within the FEMA mission scope and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at <http://www.firstrespondertraining.gov>.

- *Federal Sponsored Courses.* This catalog lists courses developed for and/or delivered by institutions funded by Federal entities other than FEMA. These courses are listed at <http://www.firstrespondertraining.gov>.
- *Approved Federal Sponsored Course Catalog.* This catalog lists Federal-sponsored courses that fall within the FEMA mission scope, and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at <http://www.firstrespondertraining.gov>.
- Additionally the new National Preparedness Directorate (NPD) Online Course Catalog (OCC) allows access to courses delivered by the CDP, EMI, and NTED. It can be accessed at <http://training.fema.gov/occ/>.
- *Joint Training and Exercises with the Public and Private Sectors.* These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.
- *FEMA Provided Training.* FEMA funds the direct delivery of a variety of courses that States, tribes, and territories can request to meet training needs. These courses are listed in the NTED approved course catalog listed at <http://training.fema.gov/>.

Each FEMA training partner should contact the SAA or designated TPOC for locations within the State that are appropriate for the training. When the direct delivery funds are exhausted, the training partner can continue to offer the classes to the States through one of two methods—the Voluntary Training Enhancement Program (VTEP) or the Excess Delivery Acquisition Program (EDAP).

VTEP is a voluntary program designed to increase flexibility for States and territories while enhancing NTE's training delivery capability and complementing the current training partner pool. Funding from previous fiscal years may be used to support a State, territory, or Urban Area's implementation of this program. Through VTEP, the SAA has the authority to adopt various NTED provided programs for delivery by institutions within its State and local jurisdictions, and designate institutions as recognized providers for the identified standardized curriculum.

EDAP allows NTED training partner to charge for a course delivery when the Federal grant that developed the program is completed or more deliveries of a requested class are needed than the grant funds can accommodate. The cost per class is approved by FEMA so that States pay for the cost of instruction only, not the curriculum development costs that were paid by FEMA training grant funds. HSGP funds can be used to pay for the delivery of these classes within a State at the request of the SAA/TPOC.

Attending Training Not Provided by FEMA (State or Federal Sponsored Courses). States, territories, and Urban Areas are not required to request approval from FEMA for personnel to attend training not provided by FEMA (State or Federal-sponsored courses) provided that the training is coordinated with and approved by the SAA or TPOC and falls within the FEMA mission scope and the jurisdiction's EOP and strategy of preparing State, local, tribal, and territorial personnel or citizens to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

States, territories, and Urban Areas are required, within 30 days after attendance, to submit information through the SAA or TPOC via Web-Forms on all training not provided by FEMA, but supported with HSGP funds. This information will consist of course title, course description, mission area, level of training, the training provider, the date of the course, the number and associated disciplines of the individuals, and the sponsoring jurisdiction. States, territories, and Urban Areas intending to use FEMA funds to support attendance at training not provided by FEMA must ensure these courses:

- Fall within the FEMA mission scope to prepare State, local, tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and catastrophic events;
- Build additional capabilities that: (a) support a specific training need identified by the State, territory, and Urban Area, and (b) comport with the State, territory, or Urban Area Homeland Security Strategy;
- Address specific tasks and/or competencies articulated in FEMA's *Emergency Responder Guidelines* and the *Homeland Security Guidelines for Prevention and Deterrence*;
- Address specific capabilities and related tasks articulated in PPD-8; and
- Support the specific program training activities identified in the individual HSGP grant programs (SHSP, UASI, and OPSG) for which the funding will be used.

FEMA will conduct periodic reviews of all State, territory, and Urban Area training funded by FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, grantees will be asked to repay grant funds expended in support of those efforts.

State and Federal-Sponsored Course Catalogs. Courses approved through NTED will be added to either the approved State Sponsored Course Catalog or the Federal Sponsored Course Catalog. Courses identified within these catalogs may be attended on an unlimited basis within any State/territory as long as the training is coordinated and approved by the SAA/TPOC. A full description of the NTED Course Development, Review, and Approval Process, as well as the approved course catalogs, can be found at http://www.firstrespondertraining.gov/odp_webforms. NTED will respond to the initial request for review within 15 days with one of the following outcomes:

- Course concept is approved as consistent with the State plan and the State should submit the full course package for subject matter expert review and comment or
- Course concept is disapproved as inconsistent with State plan, FEMA guidance, or is exactly the same as another course in the catalog (no need for another approval, refer to the curriculum already developed and approved).

At any time, the SAA/TPOC (for State-sponsored courses) or the Federal Agency POC (for Federal sponsored courses) may request the addition of a course to the corresponding approved catalog by submitting the associated Web-Form (i.e., Request for Addition to the Approved State-Sponsored Catalog) for review. If a class on the same subject is already in the catalog, the submitting State should provide documentation as to why the course is unique, after contacting the owner(s) of the other courses to review the curriculum. This step is required to avoid unnecessary duplication of similar courses in the catalog, allow States to share course development costs, permit all States to have access to new or unique courses developed by other providers, and allow States to direct their training dollars to delivery rather than development. If it is determined that the proposed course meets the above listed criteria, the providing entity (SAA/TPOC or Federal Agency POC) will be invited to submit the Course Review and Approval Request Form along with all supporting training materials.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the NTED Strategy for Blended Learning and access the Responder Training Development Center (RTDC) available at <http://www.firstrespondertraining.gov/rtdc/state/>.

FEMA funds must be used to supplement, not supplant, existing funds that have been appropriated for the same purpose.

States and territories are required to conduct an Improvement Plan Workshop and Training and Exercise Plan Workshop to identify best practices, capability gaps, key priorities, and major events over a multi-year time frame and to align training and exercises in support of those priorities. A Multi-year Training and Exercise Plan will be produced from the Training and Exercise Plan Workshop to include the State's training and exercise priorities, associated training and exercise capabilities, and a multi-year training and exercise schedule. Further guidance concerning the Multi-year Training and Exercise Plan can be found in the Exercises section.

Joint Training and Exercises with the Public and Private Sectors. Trainings and exercises designed to enhance private sector and public sector coordination are allowable. Overtime pay for first responders and emergency managers who participate in public-private training and exercises is allowable. In addition, States, territories, tribes, and local units of government are encouraged to incorporate the private sector in government-sponsored training and exercises.

Training and exercises for the public or civilian volunteer programs supporting first responders before, during and after disasters should address the needs of the Whole Community. Allowable training includes: all-hazards safety such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, youth preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, volunteer management, serving and integrating people

with disabilities, pet care preparedness, training necessary to participate in volunteer activities, fulfill surge capacity roles, or promotes individual, family, or whole community safety and preparedness. Exercises that include members of the public or that are conducted for the public should be coordinated with organizations outside of emergency management and focus on the importance of personal preparedness and protective actions.

Allowable Training Costs

Allowable training-related costs include, but are not limited to, the following:

- *Developing, Delivering, and Evaluating Training.* Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle. Expenditures to provide necessary non-structural accommodations for persons with disabilities and other access and functional needs is allowable (e.g., sign language interpreters, Communication Access Realtime Translation [CART] and other modifications of policies and practices to fully include participants with disabilities). Stakeholders are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-traditional methodologies such as the internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.
- Training that promotes individual, family, or community safety and preparedness is encouraged, including: all-hazards safety training such as emergency preparedness, basic first aid, life saving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, volunteer management and volunteer activities, serving and integrating people with disabilities, pet care preparedness, CPR/AED training, identity theft workshops, terrorism awareness seminars, and disability-inclusive community preparedness conferences. The delivery of the CERT Basic Training Course and supplemental training for CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager Course are strongly encouraged.
- *Overtime and Backfill.* The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an

award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- *Travel.* Costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- *Hiring of Full or Part-Time Staff or Contractors/Consultants.* Payment of salaries and fringe benefits to full or part-time staff or contractors/consultants must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses. In no case is dual compensation allowable.
- *Certification/Recertification of Instructors.* States are encouraged to follow the NTE Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in Information Bulletin 193, issued October 20, 2005. Additional information can be obtained at http://www.fema.gov/good_guidance/download/10146.

Exercise Requirements

Training and Exercise Plan Workshop. States and Urban Areas are required to conduct an annual Training and Exercise Plan Workshop (TEPW). A Multi-year Training and Exercise Plan must be developed from the workshops on an annual basis and submitted to the State's respective Exercise Program point of contact. The State Exercise Program point of contact should submit a copy of the State and Urban Area plans to hseep@dhs.gov.

The Training and Exercise Plan will include the State's prioritized capability requirements and a Multi-Year Training and Exercise Plan (schedule) that supports the identified capabilities. In addition to submission of the Multi-Year Training and Exercise Plan to hseep@dhs.gov, all scheduled training and exercises should be entered in the HSEEP National Exercise Scheduling (NEXS) System, located in the HSEEP Toolkit on the HSEEP website <https://hseep.dhs.gov>. A TEPW user guides and a template of the Multi-Year Training and Exercise Plan can be found on the HSEEP website <https://hseep.dhs.gov>.

States must complete a cycle of exercise activities during the period of this grant. Exercises conducted by States and Urban Areas may be used to fulfill similar exercise requirements required by other grant programs. To this end, grantees are encouraged to invite representatives/planners involved with other federally-mandated or private exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- *Exercise Scenarios.* The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's Homeland Security Strategy and plans.

Acceptable scenarios for SHSP and UASI exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters.

The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with objectives and capabilities identified in the Multi-year Training and Exercise Plan.

- *Special Event Planning.* If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the purpose of the Multi-Year Training and Exercise Plan. The State or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.
- *Exercise Evaluation and Improvement.* Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the HSEEP located at <https://hseep.dhs.gov>.
- *Self-Sustaining Exercise Programs.* States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment.
- *Role of Non-Governmental Entities in Exercises.* Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, disability, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies. The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

Allowable Exercise Costs

Allowable exercise-related costs include:

- *Funds Used to Design, Develop, Conduct, and Evaluate an Exercise.* Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use government or free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses.
- The applicant's formal written procurement policy or 44 CFR 13.36– whichever is more stringent – must be followed.
- *Overtime and Backfill.* The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- *Travel.* Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).
- *Supplies.* Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., gloves, non-sterile masks, and disposable protective equipment).
- *Disability Accommodations.* Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities).
- *Other Items.* These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

Unauthorized Exercise Costs

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE HOMELAND SECURITY GRANT REIMBURSEMENT FORM

Purpose of this form:

To assist sub-recipients in completing the Homeland Security Grant Reimbursement form. We appreciate your participation in this program, for questions or suggestions please use our e-mail below to contact us. Please do not send these instructions to us, they are to be used for your guidance only.

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF CLAIMS

Please help us expedite the process of your Homeland Security claims by:

- Completing the reimbursement forms correctly and according to these instructions.
- Submitting your claims using our e-mail --> **Grants@auditor.lacounty.gov** (please do not fax documents).
- Sending your claims only once (we do not require original documents and duplicates will slow down our process).
- Using the checkboxes to ensure all the required supporting documents and files accompany your claim form. Supporting documents are flagged for your convenience with a checkbox within the corresponding areas.
- Ensuring that all documents attached to your claims are legible .
- Submitting claims timely. We do not guarantee the process of claims that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

SECTION B: SUB-RECIPIENT'S INFORMATION

1. Please enter the name of the agency requesting the reimbursement. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.
2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for L.A. County departments.
3. Please enter the tax ID of the governmental entity requesting reimbursement. Please leave blank for L.A. County departments.
4. Please enter the information of the person that can assist us with detail claim questions.

SECTION C: DETAIL CLAIM INFORMATION:

In order to expedite your claim, in this area's grid, include a **maximum of five (5) invoices or reimbursements charges only (one charge or one invoice per line)**. The invoices or charges need to share the same solution area, project alpha and item #.

1. Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.
2. Enter the item # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.
3. Enter the project alpha corresponding to the claim. This information is found in the latest budget of the grant. An example of project alpha is D.
4. Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State **prior** to the purchase of certain equipment items (see AEL description) or training/exercise projects. Please attach the following:
 - a) **State EHP Approval:** if required by the state for your claim.

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE HOMELAND SECURITY GRANT REIMBURSEMENT FORM

SECTION C: (Continued)

5. If the expenditures that you are claiming were purchased thru a vendor or contractor, please make sure that you enter the invoice # in the grid area. Additionally please include the following documentation with your claim:
- a) **Copy of the invoice:** Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
 - b) **Copy of the purchase order**
 - c) **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at: https://www.rkb.us/fema_grants.cfm
 - d) **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other than L.A. County Department** is the corresponding copy of the bank's cleared check .
 - e) **Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
 - f) **Proof of payment of the use tax:** Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
 - g) **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at <http://www.epls.gov/epls/search.do> . The listing needs to be queried **prior** to the purchase of the items being claimed. This will certify that the vendor is allowed by the state.
6. If you are claiming services, supplies or any other type of items purchased thru a vendor or contractor, please select with an X the method that you used to acquire the items (do **not** leave blank). Please note that competitive bid and sole source are the only two valid purchasing methods.
- a) **Sole Source State Approval:** for non-bid purchases of \$100,000 or more to a single vendor, please attach the sole source approval from the State. The approval needs to be requested from the State **prior** to the purchase of the items.
7. Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let CDAT know of the possible need for budget modification.
8. Enter the Total Amount by adding the subtotal claims included in each line.

SECTION D: SUB-RECIPIENT'S CERTIFICATION

- 1. Please read and check the box provided if you are an authorized signator.
- 2. Please read and check the box provided if you are an authorized signator.
- 3. Please sign the claim if you are an authorized signator of your agency.
- 4. When the authorized person is the same as the contact person in Section B you do not need to enter the authorized contact information. If the authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.

INSTRUCTIONS TO COMPLETE THE HOMELAND SECURITY GRANT REIMBURSEMENT FORM

ADDITIONAL ITEMS THAT YOU NEED TO ATTACH TO YOUR CLAIMS (ACCORDING TO SOLUTION AREA)

For Equipment Claims:

- a) **Equipment Inventory Listing (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) do not write N/A or leave the corresponding space blank. ^{*1} Please ensure that the following information is in your listing: project #, alpha, equipment description, AEL #, AEL title, invoice #, vendor, total cost, invoice date, acquired date, serial #, condition and disposition, deployed location and grant year.

You need to inform us of any changes on the items above ^{*1}. This applies to each piece of equipment added in the Inventory Listing, including when the items are disposed and/or no longer useful. We will update the master inventory listing (per grant requirement) according to the information you give us. Please make sure that you include all the attachments that are necessary to provide us with the requested information.

For Training Claims:

- a) **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant.
- b) **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.

If you are including personnel cost with your training claim, please add the following:

- c) **Documents that certify completion of the training:** please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are:
- Attendance sheets
 - Sign in sheets
 - Agenda of the class
 - Training certificates
- d) **Summary Listing of Charges:** Please add a listing which clearly shows the breakdown of the training charges per employee and that match the total claimed. The listing should include the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed).
- e) **Backup for the Benefits Rate:** If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.
- f) **Timecards:** Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be final approved and include the name of the employee and hours charged per day to the grant.
- g) **Explanation of timekeeping codes:** When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.

COUNTY OF LOS ANGELES

DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION

INSTRUCTIONS TO COMPLETE THE HOMELAND SECURITY GRANT REIMBURSEMENT FORM

For Training Claims (Continued):

- h) **Payroll register:** The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.
- i) **Roster of the backfilled positions:** When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the the employee covered by the backfilling position.

For Planning Claims:

- a) **Deliverable (or final product):** Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.
- b) **Signed Certificate of Completion:** The certificate of completion can be an e-mail confirming that the planning activity was completed.
- c) **Invoices:** If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- d) **Supporting Documentation for Personnel Cost:** When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Exercise Claims:

- a) **Proof of State Approval of After Action Report (AAR):** In order for your AAR to be approved you have to submit it to the State using the ODP Portal (see link below), within 60 days following the completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.

https://hseep.dhs.gov/DHS_SSO/
- b) **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- c) **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

July 23, 2013

NEPERJUL232013pm251

TO: Mayors, City Managers and City Clerks
League Board of Directors

RE: Annual Conference Resolutions Packet
Notice of League Annual Meeting

Enclosed please find the 2013 Annual Conference Resolutions Packet.

Annual Conference in Sacramento. This year's League Annual Conference will be held September 18 - 20 in Sacramento. The conference announcement has previously been sent to all cities and we hope that you and your colleagues will be able to join us. More information about the conference is available on the League's Web site at www.cacities.org/ac. We look forward to welcoming city officials to the conference.

Annual Luncheon/Business Meeting - Friday, September 20, 12:00 p.m. The League's Annual Business Meeting will be held at the Hyatt Regency Hotel.

Resolutions Packet. At the Annual Conference, the League will consider the two resolutions introduced by the deadline, Saturday, July 20, 2013, midnight. These resolutions are included in this packet. New this year, resolutions submitted to the General Assembly must be concurred in by five cities or by city officials from at least five or more cities. These letters of concurrence are included with this packet. We request that you distribute this packet to your city council.

We encourage each city council to consider the resolutions and to determine a city position so that your voting delegate can represent your city's position on each resolution. A copy of the resolutions packet is posted on the League's website for your convenience: www.cacities.org/resolutions.

The resolutions packet contains additional information related to consideration of the resolutions at the Annual Conference. This includes the date, time and location of the meetings at which resolutions will be considered.

Voting Delegates. Each city council is encouraged to designate a voting delegate and two alternates to represent their city at the Annual Business Meeting. A letter asking city councils to designate their voting delegate and two alternates has already been sent to each city. Copies of the letter, voting delegate form, and additional information are also available at: www.cacities.org/resolutions.

Please Bring This Packet to the Annual Conference
September 18 - 20 — Sacramento



*Annual Conference
Resolutions Packet*

115th Annual Conference



*Sacramento
September 18 - 20, 2013*

ANNUAL CONFERENCE MEETING SCHEDULE FOR RESOLUTIONS

1. Policy Committee Meetings

Wednesday, September 18, 2013
Sheraton Grand Hotel
1230 J Street, Sacramento

Public Safety: 9:00 a.m. – 10:30 a.m.
Environmental Quality: 10:30 a.m. – 12:00 p.m.

2. General Resolutions Committee

Thursday, September 19, 2013, 1:00 p.m.
Sacramento Convention Center
1400 J Street, Sacramento

3. Annual Business Meeting and General Assembly Luncheon

Friday, September 20, 2013, 12:00 p.m.
Hyatt Regency Hotel
1209 L Street, Sacramento

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration by the Annual Conference and referred to the League policy committees.

POLICY COMMITTEES: Two policy committees will meet at the Annual Conference to consider and take action on resolutions referred to them. The committees are Environmental Quality and Public Safety. These committees will meet on Wednesday, September 18, 2013, at the Sheraton Grand Hotel in Sacramento. The sponsors of the resolutions have been notified of the time and location of the meetings.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, September 19, at the Sacramento Convention Center, to consider the reports of the two policy committees regarding the two resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:00 p.m. on Friday, September 20, at the Hyatt Regency Hotel.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (47 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Session of the General Assembly. This year, that deadline is 12:00 p.m., Thursday, September 19. If the petitioned resolution is substantially similar in substance to a resolution already under consideration, the petitioned resolution may be disqualified by the General Resolutions Committee.

Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings

Wednesday, September 18, 2013
Sheraton Grand Hotel
1230 J Street, Sacramento

Public Safety: 9:00 a.m. – 10:30 a.m.
Environmental Quality: 10:30 a.m. – 12:00 p.m.

General Resolutions Committee

Thursday, September 19, 2013, 1:00 p.m.
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1400 J Street, Sacramento

Annual Business Meeting and General Assembly Luncheon

Friday, September 20, 2013, 12:00 p.m.
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1209 L Street, Sacramento

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee 2 - General Resolutions Committee 3 - General Assembly		

ENVIRONMENTAL QUALITY POLICY COMMITTEE

		1	2	3
1	Water Bond Funds			

PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
2	Public Safety Realignment			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- A - Approve
- D - Disapprove
- N - No Action
- R - Refer to appropriate policy committee for study
- a - Amend
- Aa - Approve as amended
- Aaa - Approve with additional amendment(s)
- Ra - Amend and refer as amended to appropriate policy committee for study
- Raa - Additional amendments and refer
- Da - Amend (for clarity or brevity) and Disapprove
- Na - Amend (for clarity or brevity) and take No Action
- W - Withdrawn by Sponsor

Action Footnotes

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

Procedural Note: Resolutions that are approved by the General Resolutions Committee, as well as all qualified petitioned resolutions, are reported to the floor of the General Assembly. In addition, League policy provides the following procedure for resolutions approved by League policy committees but *not* approved by the General Resolutions Committee:

Resolutions initially recommended for approval and adoption by all the League policy committees to which the resolution is assigned, but subsequently recommended for disapproval, referral or no action by the General Resolutions Committee, shall then be placed on a consent agenda for consideration by the General Assembly. The consent agenda shall include a brief description of the basis for the recommendations by both the policy committee(s) and General Resolutions Committee, as well as the recommended action by each. Any voting delegate may make a motion to pull a resolution from the consent agenda in order to request the opportunity to fully debate the resolution. If, upon a majority vote of the General Assembly, the request for debate is approved, the General Assembly shall have the opportunity to debate and subsequently vote on the resolution.

2013 ANNUAL CONFERENCE RESOLUTIONS

RESOLUTION REFERRED TO ENVIRONMENTAL QUALITY POLICY COMMITTEE

1. **RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO WORK WITH THE LEAGUE OF CALIFORNIA CITIES IN PROVIDING ADEQUATE FUNDING AND TO PRIORITIZE WATER BONDS TO ASSIST LOCAL GOVERNMENT IN WATER CONSERVATION, GROUND WATER RECHARGE AND REUSE OF STORMWATER AND URBAN RUNOFF PROGRAMS.**

Source: Los Angeles County Division

Concurrence of five or more cities/city officials: Cities of Alhambra; Cerritos; Claremont; Glendora; Lakewood; La Mirada; La Verne; Norwalk; Signal Hill; Mary Ann Lutz, Mayor, city of Monrovia.

Referred to: Environmental Quality Policy Committee

Recommendations to General Resolutions Committee: Approve

WHEREAS, local governments play a critical role in providing water conservation, ground water recharge and reuse of stormwater infrastructure, including capture and reuse of stormwater for their citizens, businesses and institutions; and

WHEREAS, local governments support the goals of the Clean Water Act to ensure safe, clean water supply for all and the U.S. Environmental Protection Agency has encouraged local governments to implement programs to capture, infiltrate and treat stormwater and urban runoff with the use of low impact development ordinances, green street policies and programs to increase the local ground water supply through stormwater capture and infiltration programs; and

WHEREAS, local governments also support the State's water quality objectives, specifically Section 13241 of the Porter-Cologne Water Quality Control Act, on the need to maximize the use of reclaimed and water reuse and the Regional Water Quality Control Boards and the State Water Resources Board encourage rainwater capture efforts; and

WHEREAS, the State's actions working through the water boards, supported by substantial Federal, State and local investments, have led to a dramatic decrease in water pollution from wastewater treatment plants and other so-called "point sources" since 1972. However, the current threats to the State's water quality are far more difficult to solve, even as the demand for clean water increases from a growing population and an economically important agricultural industry; and

WHEREAS, the State's Little Hoover Commission found in 2009 that more than 30,000 stormwater discharges are subject to permits regulating large and small cities, counties, construction sites and industry. The Commission found that a diverse group of water users – the military, small and large businesses, home builders and local governments and more – face enormous costs as they try to control and limit stormwater pollution. The Commission concluded that the costs of stormwater clean up are enormous and that the costs of stormwater pollution are greater, as beach closures impact the State's economy and environmental damage threatens to impair wildlife; and

WHEREAS, at the same time that new programs and projects to improve water quality are currently being required by the U.S. EPA and the State under the National Pollution Discharge Elimination System (NPDES) permits and the Total Daily Maximum Load (TMDL) programs, many local governments find that they lack the basic infrastructure to capture, infiltrate and reuse stormwater and cities are facing difficult economic challenges while Federal and State financial assistance has been reduced due to the impacts of the recession and slow economic recovery; and

WHEREAS, cities have seen their costs with the new NPDES permit requirements double and triple in size in the past year, with additional costs anticipated in future years. Additionally, many local businesses have grown increasingly concerned about the costs of retrofitting their properties to meet stormwater and runoff requirements required under the NPDES permits and TMDL programs; and

WHEREAS, the League of California Cities adopted water polices in March of 2012, recognizing that the development and operation of water supply, flood control and storm water management, among other water functions, is frequently beyond the capacity of local areas to finance and the League found that since most facilities have widespread benefits, it has become the tradition for Federal, State and local governments to share their costs (XIV, Financial Considerations); and the League supports legislation providing funding for stormwater and other water programs; and

WHEREAS, the Governor and the Legislature are currently contemplating projects for a water bond and a portion of the bond could be directed to assist local government in funding and implementing the goals of the Clean Water Act and the State's water objectives of conserving and reusing stormwater in order to improve the supply and reliability of water supply; and now therefore let it be

RESOLVED by the General Assembly of the League of California Cities, assembled in Sacramento on September 20, 2013, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to provide adequate funding for water conservation, ground water recharge and capture and reuse of stormwater and runoff in the water bond issue and to prioritize future water bonds to assist local governments in funding these programs. The League will work with its member cities to educate federal and state officials to the challenges facing local governments in providing for programs to capture, infiltrate and reuse stormwater and urban runoff.

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Background Information on Resolution No. 1

Source: Los Angeles County Division

Background:

In order to meet the goals of both the Federal Clean Water Act and the State's Porter-Cologne Water Quality Control Act, which seek to ensure safe clean water supplies, cities provide critical water conservation, ground water recharge and reuse of stormwater infrastructure, including capture and reuse of stormwater for their citizens, businesses and institutions.

Working with the State's Regional Water Quality Control Boards and the State Water Resources Board through the National Pollution Discharge Elimination System (NPDES) permitting process and Total Maximum Daily Load (TMDL) Programs, California's cities implement programs to capture, infiltrate and treat stormwater and urban runoff with the use of low impact development ordinances, green streets policies and other programs to increase the local ground water supply.

These actions have led to a dramatic decrease in water pollution from wastewater treatment plants and other so-called "point sources" since the adoption of the Clean Water Act in 1972. However, current threats to the State's "non-point sources" of pollution, such as stormwater and urban runoff are far more difficult to solve, even as the demand for clean water increases from a growing population and an economically important agricultural industry.

Current Problem Facing California's Cities

The Little Hoover Commission found in 2009 that more than 30,000 stormwater discharges are subject to permits regulating large and small cities, counties, construction sites and industry. The Commission found that a diverse group of water users – the military, small and large businesses, home builders and local governments and more – face enormous costs as they try and control and limit stormwater pollution. The Commission concluded that the costs of stormwater clean up are enormous and that the costs of stormwater pollution are greater as beach closures impact the state's economy and environmental damage threatens to impair wildlife.

Additionally, new programs and projects to improve water quality are currently being required by the U.S. EPA and the State under the NPDES permits and the TMDL programs. Many local governments find that they lack the basic infrastructure to capture, infiltrate and reuse stormwater and the cities are facing difficult economic challenges while Federal and State financial assistance has been reduced due to the impacts of the recession and slow economic recovery.

Cities have seen their costs with the new NPDES permit requirements triple in size in the past year, with additional costs anticipated in future years. Additionally, many local businesses have grown increasingly concerned about the costs of retrofitting their properties to meet stormwater and runoff requirements required under the NPDES permits and TMDL programs.

In Los Angeles County alone, reports commissioned by the Los Angeles County Flood Control District estimate the costs of achieving region-wide compliance for implementing TMDL programs in the NPDES permits required by the Los Angeles Regional Water Quality Control Board (LARWQCB) will be in the tens of billions of dollars over the next twenty years. Additionally, failure to comply with the LARWQCB's terms could result in significant Clean Water Act fines, state fines and federal penalties anywhere from \$3,000- \$37,500 per day. Violations can also result in third-party litigation. Such costs are not confined to Los Angeles County and are being realized statewide.

Clearly, compliance with the NPDES permit and TMDL programs will be expensive for local governments over a long period of time and cities lack a stable, long-term, dedicated local funding source to address this need. Many cities are faced with the choice of either cutting existing services or finding new sources of revenue to fund the NPDES and TMDL programs.

Los Angeles County Division Resolution

The Division supports strong League education and advocacy at both the State and Federal levels to help cities face the challenges in providing programs to capture, infiltrate and reuse stormwater and urban runoff. While Los Angeles County cities and other regions seek to secure local funding sources to meet the Clean Water Act and the State's water objectives, it will simply not be enough to meet the enormous costs of compliance. The Los Angeles County Division strongly believes that State and Federal cooperation are necessary to fund programs to secure and reuse stormwater in order to improve water supply and reliability throughout the state.

The Division calls for the League to engage in discussions on 2014 State Water Bond to assist cities in funding and implementing the goals of the Clean Water Act and the State's Water objectives. This resolution does not support the 2014 bond issue, since the League and individual cities will need to make this decision at a later time upon review of the final language. However, the Governor and Legislature have reopened discussions for the 2014 water bond and funding of urban runoff and stormwater programs has taken a back seat in past bond issues, such as Proposition 84. In May, Assembly Speaker John Perez appointed a Water Bond Working Group which recently outlined a new set of Priorities and Accountability Measures for developing a water bond that would gain the support of 2/3 of the Legislature and voters. One of the priorities identified by the committee included, "Regional Self Reliance/Integrated Regional Water

Management," posing the question if stormwater capture should be included in any future bonds. The Division believes the opportunity to advocate for funding in the bond is now.

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League of California Cities Staff Analysis on Resolution No. 1

Staff: Jason Rhine; (916) 658-8264

Committee: Environmental Quality

Summary:

This resolution seeks to call upon the Governor and the Legislature to work with the League of California Cities in providing adequate funding and to prioritize water bonds to assist local governments in water conservation, ground water recharge and reuse of stormwater and urban runoff programs.

Background:

In 2009, the State Legislature passed and Governor Arnold Schwarzenegger signed a package of legislation that included four policy bills and an \$11.1 billion water bond (The Clean, and Reliable Drinking Water Supply Act). The water bond included the following major spending proposals:

- \$455 million for drought relief projects, disadvantaged communities, small community wastewater treatment improvements and safe drinking water revolving fund
- \$1.4 billion for "integrated regional water management projects"
- \$2.25 billion for projects that "support delta sustainability options"
- \$3 billion for water storage projects
- \$1.7 billion for ecosystem and watershed protection and restoration projects in 21 watersheds
- \$1 billion for groundwater protection and cleanup
- \$1.25 billion for "water recycling and advanced treatment technology projects"

The \$11.1 billion bond also included nearly \$2 billion in earmarks. Projects slated for funding included:

- \$40 million to educate the public about California's water
- \$100 million for a Lake Tahoe Environmental Improvement Program for watershed restoration, bike trails and public access and recreation projects
- \$75 million for the Sierra Nevada Conservancy, for public access, education and interpretive projects
- \$20 million for the Baldwin Hills Conservancy to be used to buy more land
- \$20 million for the Bolsa Chica Wetlands for interpretive projects for visitors

The water bond was originally scheduled to appear on the 2010 ballot as Proposition 18. However, due to significant criticism over the size of the bond, the amount of earmarked projects, and a lack of public support, the Legislature has voted twice to postpone the ballot vote. The water bond is now slated for the November 4, 2014 ballot.

It is unclear whether or not the water bond will actually appear on the November 2014 ballot. In recent months, pressure has been mounting to postpone the water bond yet again or significantly rewrite the water bond to drastically reduce the overall size of the bond and remove all earmarks. The Legislature has until the summer of 2014 to act.

Fiscal Impact:

Unknown. This resolution does not seek a specified appropriation from a water bond.

Existing League Policy:

In 2008, the League formed a new Water Task Force to consider updates and revision to the Water Guidelines the League drafted and adopted 20 years earlier. These new Guidelines were formally approved by the League board of directors in Feb. 2010. Below are the most pertinent policy and guiding principles related to the proposed resolution. To view the entire water policy guidelines, go to www.cacities.org/waterpolicyguidelines.

General Principles

- The League supports the development of additional groundwater and surface water storage, including proposed surface storage projects now under study if they are determined to be feasible, including but not limited to: environmentally, economically, and geographically relating to point of origin. Appropriate funding sources could include, but are not limited to user fees, bonds and federal funding.
- The League supports state water policy that allows undertaking aggressive water conservation and water use efficiency while preserving, and not diminishing, public and constitutional water rights.

Water Conservation

- The League supports the development of a statewide goal to reduce water use by 20% by 2020 through the implementation of fair and equitable measures consistent with these principles.
- Accomplishing water conservation and water use efficiency goals will require statewide action by all water users, including residential, commercial, industrial and agricultural water users, local and regional planning agencies, state and federal agencies, chambers of commerce, and business, commercial and industrial professional and trade associations.

Water Recycling

- Wherever feasible, water recycling should be practiced in urban, industrial and agricultural sectors. This includes increasing the use of recycled water over 2002 levels by at least one million acre-feet/year (afy) by 2020 and by at least two million afy by 2030.
- Increased recycling, reuse and other refinements in water management practices should be included in all water supply programs.

Water Storage

- The development of additional surface facilities and use of groundwater basins to store surface water that is surplus to that needed to maintain State Water Resource Control Board (SWRCB) Bay-Delta estuary water quality standards should be supported.

Groundwater

- The principle that local entities within groundwater basins (i.e., cities, counties, special districts, and the regional water quality control boards) working cooperatively should be responsible for and involved in developing and implementing basin wide groundwater, basin management plans should be supported. The plans should include, but not be limited to: a) protecting groundwater quality; b) identifying means to correct groundwater overdraft; c) implementing better irrigation techniques; d) increasing water reclamation and reuse; and e) refining water conservation and other management practices.
- Financial assistance from state and federal governments should be made available to requesting local agencies to develop and implement their groundwater management plans.

Financial Considerations

- It is recognized that the development and operation of water supply, water conveyance, flood control and stormwater management, water storage, and wastewater treatment facilities is frequently beyond the capability of local areas to finance;

- The League supports legislation to provide funding for stormwater, water and wastewater programs, including a constitutional amendment which would place stormwater fees in the category of water and wastewater fees, for the purposes of Proposition 218 compliance.

Support:

New this year, any resolutions submitted to the General Assembly must be concurred in by five cities or by city officials from at least five or more cities. Those submitting resolutions were asked to provide written documentation of concurrence. The following letters of concurrence were received: cities of Alhambra; Cerritos; Claremont; Glendora; Lakewood; La Mirada; La Verne; Norwalk; Signal Hill; and Mary Ann Lutz, Mayor, city of Monrovia. A letter of support was also received from the California Contract Cities Association.

RESOLUTION REFERRED TO PUBLIC SAFETY POLICY COMMITTEE

- RESOLUTION CALLING UPON THE GOVERNOR AND LEGISLATURE TO ENTER INTO DISCUSSIONS WITH THE LEAGUE AND CALIFORNIA POLICE CHIEFS' ASSOCIATION REPRESENTATIVES TO IDENTIFY AND ENACT STRATEGIES THAT WILL ENSURE THE SUCCESS OF PUBLIC SAFETY REALIGNMENT FROM A LOCAL MUNICIPAL LAW ENFORCEMENT PERSPECTIVE.**

Source: Public Safety Policy Committee

Concurrence of five or more cities/city officials: Cities of Arroyo Grande, Covina; Fontana; Glendora; Monrovia; Ontario; Pismo Beach; and Santa Barbara

Referred to: Public Safety Policy Committee

Recommendation to General Resolutions Committee: Approve

WHEREAS, in October 2011 the Governor proposed the realignment of public safety responsibilities from state prisons to local government as a way to address recent court orders in response to litigation related to state prison overcrowding, and to reduce state expenditures; and

WHEREAS, the Governor stated that realignment needed to be fully funded with a constitutionally protected source of funds if it were to succeed; and

WHEREAS, the Legislature enacted the realignment measures, AB 109 and AB 117, and the Governor signed them into law without full constitutionally protected funding and liability protection for stakeholders; and

WHEREAS, California currently has insufficient jail space, probation officers, housing and job placement programs, medical and mental health facilities, lacks a uniform definition of recidivism; and utilizes inappropriate convictions used to determine inmate eligibility for participation in the realignment program; and

WHEREAS, since the implementation of realignment there have been numerous issues identified that have not been properly addressed that significantly impact municipal police departments' efforts to successfully implement realignment; and

WHEREAS, ultimately many of these probationers who have severe mental illness are released into communities where they continue to commit crimes that impact the safety of community members and drain the resources of probation departments and police departments throughout the state; and

WHEREAS, an estimated 30 counties were operating under court-ordered or self-imposed population caps before realignment, and the current lack of bed space in county jails has since led to many convicted probationers being released early after serving a fraction of their time; with inadequate to no subsequent supervision, leaving them free to engage in further criminal offenses in our local cities; and

WHEREAS, there is increasing knowledge among the offender population which offenses will and will not result in a sentence to state prison, and many offenders, if held in custody pending trial, that would be sentenced to county jail are ultimately sentenced to time served due to overcrowding in county facilities; and

WHEREAS, there are inadequate databases allowing local police departments to share critical offender information among themselves, with county probation departments, and with other county and state law enforcement entities; and

WHEREAS, local police departments have not received adequate funding to properly address this new population of offenders who are victimizing California communities; and now therefore let it be

RESOLVED by the General Assembly of the League of California Cities, assembled in Sacramento on September 20, 2013, to request the Governor and State Legislature to immediately enter into discussions with League representatives and the California Police Chiefs' Association to address the following issues:

1. The need to fully fund municipal police departments with constitutionally protected funding to appropriately address realignment issues facing front-line law enforcement;
2. Amend appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates (N3) inmates to include their total criminal and mental history instead of only their last criminal conviction;
3. Establish a uniform definition of recidivism with the input of all criminal justice stakeholders throughout the state;
4. Enact legislation that will accommodate the option for city police officers to make ten (10) day flash incarcerations in city jails for probationers who violate the conditions of their probation;
5. Establish oversight procedures to encourage transparency and accountability over the use of realignment funding;
6. Implement the recommendations identified in the California Little Hoover Commission Report #216 dated May 30, 2013;
7. Provide for greater representation of city officials on the local Community Corrections Partnerships. Currently AB 117 provides for only one city official (a police chief) on the seven-member body, six of which are aligned with the county in which the partnership has been established. As a result, the counties dominate the committees and the subsequent distribution of realignment funds.
8. Provide, either administratively or by legislation, an effective statewide data sharing mechanism allowing state and local law enforcement agencies to rapidly and efficiently share offender information to assist in tracking and monitoring the activities of AB 109 and other offenders.

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Background Information on Resolution No. 2

Source: Public Safety Policy Committee

Background:

In October 2011 the Governor proposed the realignment of public safety tasks from State Prisons to local government as a way to address certain judicial orders dealing with State prison overcrowding and to reduce State expenditures. This program shifts the prisoner burden from State prisons to local counties and cities.

When the Governor signed into law realignment he stated that realignment needed to be fully funded with constitutionally protected source of funds to succeed. Nonetheless, the law was implemented without full constitutional protected funding for counties and cities; insufficient liability protections to local agencies; jail space; probation officers; housing and job placement programs; medical and mental health facilities; and with an inappropriate definition of N3 (non-serious, non-sexual, non-violent) criminal convictions used to screen inmates for participation in the program.

Two-thirds of California's 58 counties are already under some form of mandated early release. Currently, 20 counties have to comply with maximum population capacity limits enforced by court order, while another 12 counties have self-imposed population caps to avoid lawsuits.

At this time no one knows what the full impact of realignment will ultimately be on crime. We hope that crime will continue to drop, but with the current experience of the 40,000 offenders realigned since October 2011, and an estimated additional 12,000 offenders being shifted from State prison to local jails and community supervision by the end of fiscal year 2013-14, it will be very difficult to realize lower crime rates in the future.

Beginning in October 2011, California State prisons began moving N3 offenders into county jails, the county probation and court systems, and ultimately funneled them into community supervision or alternative sentencing program in cities where they will live, work, and commit crime.

Note: There is currently no uniform definition of recidivism throughout the state and no database that can deliver statistical information on the overall impact realignment has had on all cities in California. Because of this problem we have used data from Los Angeles County.

The March 4, 2013 report to the Los Angeles County Criminal Justice Coordination Committee (CCJCC) shows a strong effort and progress in addressing the realignment mandate. However, there is insufficient funding.

The report also states the jail population continues to be heavily influenced by participants housed locally. On September 30, 2012, the inmate count in the Los Angeles County Jail was 15,463; on January 31, 2013, the count was 18,864. The realignment population accounted for 32% of the Jail population; 5,743 offenders sentenced per Penal Code Section 1170 (h) and 408 parole violations.

By the end of January 2013, 13,535 offenders were released on Post Release Community Supervision (PRCS) to Los Angeles County including prisoners with the highest maintenance costs because of medical and drug problems and mental health issues costing counties and local cities millions of dollars in unfunded mandates since the beginning of the program. Prisoners with prior histories of violent crimes are also being released without proper supervision. That is why sections of AB 109 must be amended to change the criteria used to justify the release of N3 inmates to include an offender's total criminal and mental history instead of only their last criminal conviction. Using the latter as the key criteria does not provide

an accurate risk assessment of the threat these offenders pose to society if they are realigned to county facilities, or placed on Post Release Community Supervision.

Chief Jerry Powers from the Los Angeles County Probation Department recently stated the release criteria for N3 offenders "has nothing to do with reality." He said initially the State estimated the population of released PRCS offenders would be 50% High Risk, 25% Medium Risk and 25% Low Risk. The reality is 3% are Very High Risk, 55% are High Risk, 40% are Medium Risk and only 2% are Low Risk offenders. He said the High Risk and serious mentally ill offenders being released "are a very scary population." One of the special needs offenders takes the resources of 20-30 other offenders.

Assistant Sheriff Terri McDonald who is the county Jail Administrator recently stated the Jail has only 30 beds for mentally ill offenders being released – when in fact she actually needs 300 beds to accommodate the volume of serious mentally ill offenders being released that require beds.

Los Angeles County data shows 7,200 released offenders have had some sort of revocation. This number is expected to increase because of a significant increase in the first four months of year two of realignment that totals 83% of the entire first year of the program; 4,300 warrants were issued for offenders; 6,200 offenders have been rearrested; and 1,400 prosecuted. Data reveals one in 10 offenders will test positive for drugs during the first 72 hours after being released knowing they are required to report to a probation officer during that time. Only one in three offenders will successfully complete probation.

There are more than 500 felony crimes that qualify State prison inmates for release under realignment. They will be spending their time in cities with little, if any, supervision.

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League of California Cities Staff Analysis on Resolution No. 2

Staff: Tim Cromartie (916) 658-8252
Committee: Public Safety Policy Committee

Summary:

This Resolution seeks to outline the deficiencies in the State's current public safety realignment policy, as implemented in 2011 by AB 109, and to identify policy changes that will assist State, county and municipal law enforcement entities to cope with the expanded universe of offenders that are now being directed to county facilities, resulting in increased related impacts on both local communities and municipal law enforcement.

Background:

This resolution was brought to the Public Safety Policy Committee by individual members of that committee who are increasingly concerned about municipal public safety impacts resulting from county jail overcrowding, a problem that has intensified with realignment, resulting in certain categories of offenders doing no jail time or being sentenced to time served. This has created a climate in which some offenses receive little or no jail time, accompanied by a growing body of anecdotal evidence that property crimes have correspondingly increased, with some, such as auto theft, being committed in serial fashion. Increased criminal activity has strained the resources of many local police departments already struggling to more closely coordinate information sharing with county probation offices to effectively monitor offenders on post-community release supervision.

In addition, there is growing concern about the criteria established for determining which offenders are eligible for post-release community supervision (the non-violent, non-serious, non-sex offenders). There is so much concern that a May 2013 report of California's Little Hoover Commission recommended adjusting

the criteria to examine an offender's total criminal history rather than merely his or her last known offense, as a means of more accurately assessing the risk he or she might pose to the community.

Implementation of the realignment policy is handled in part by the Community Corrections Partnerships established by AB 109, which currently have only one city representative, compared to at least four county-level representatives.

Fiscal Impact:

Unknown impact on the State General Fund. This resolution seeks to establish increased and constitutionally protected funding for city police departments (and county sheriff's departments, to the degree they are contracted to provide police services for cities), but does not specify a dollar amount for the revenue stream. At a minimum, it would entail an annual revenue stream of at least the amount provided for cities for front-line law enforcement in the State's 2013-14 Budget, \$27.5 million, indefinitely -- although that revenue stream has never been formally identified by the Brown Administration as having any direct connection to realignment.

Existing League Policy:

Related to this resolution, existing policy provides:

- The League supports policies establishing restrictions on the early release of state inmates for the purpose of alleviating overcrowding, and limiting parole hearing opportunities for state inmates serving a life sentence, or paroled inmates with a violation.
- The League supports increasing municipal representation on and participation in the Community Corrections Partnerships, which are charged with developing local corrections plans.
- In addition, the Strategic Priorities for 2012, as adopted by the League Board of Directors, included the promotion of local control for strong cities. The resolution's objectives of locking in ongoing funding for front-line municipal law enforcement, and increasing city participation in the Community Corrections Partnerships, are consistent with promoting local control.

Support:

New this year, any resolutions submitted to the General Assembly must be concurred in by five cities or by city officials from at least five or more cities. Those submitting resolutions were asked to provide written documentation of concurrence. The following cities/city officials have concurred: cities of Arroyo Grande; Covina; Fontana; Glendora; Monrovia; Ontario; Pismo Beach; and Santa Barbara.

LETTERS OF CONCURRENCE
Resolution #1
Water Bond Funds

**Proposed Los Angeles County Division
Annual Conference Resolution**

**A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE
TO WORK WITH THE LEAGUE OF CALIFORNIA CITIES IN PROVIDING
ADEQUATE FUNDING AND TO PRIORITIZE WATER BONDS TO ASSIST LOCAL
GOVERNMENT IN WATER CONSERVATION, GROUND WATER RECHARGE AND
REUSE OF STORMWATER AND URBAN RUNOFF PROGRAMS**

WHEREAS, local governments play a critical role in providing water conservation, ground water recharge and reuse of stormwater infrastructure, including capture and reuse of stormwater for their citizens, businesses and institutions; and

WHEREAS, local governments support the goals of the Clean Water Act to ensure safe, clean water supply for all and the U.S. Environmental Protection Agency has encouraged local governments to implement programs to capture, infiltrate and treat stormwater and urban runoff with the use of low impact development ordinances, green street policies and programs to increase the local ground water supply through stormwater capture and infiltration programs; and

WHEREAS, local governments also support the State's water quality objectives, specifically Section 13241 of the Porter-Cologne Water Quality Control Act, on the need to maximize the use of reclaimed and water reuse and the Regional Water Quality Control Boards and the State Water Resources Board encourage rainwater capture efforts; and

WHEREAS, the State's actions working through the water boards, supported by substantial Federal, State and local investments, have led to a dramatic decrease in water pollution from wastewater treatment plants and other so-called "point sources" since 1972. However, the current threats to the state's water quality are far more difficult to solve, even as the demand for clean water increases from a growing population and an economically important agricultural industry; and

WHEREAS, the State's Little Hoover Commission found in 2009 that more than 30,000 stormwater discharges are subject to permits regulating large and small cities, counties, construction sites and industry. The Commission found that a diverse group of water users – the military, small and large businesses, home builders and local governments and more – face enormous costs as they try to control and limit stormwater pollution. The Commission concluded that the costs of stormwater clean up are enormous and that the costs of stormwater pollution are greater, as beach closures impact the state's economy and environmental damage threatens to impair wildlife; and

WHEREAS, at the same time that new programs and projects to improve water quality are currently being required by the U.S. EPA and the State under the National Pollution Discharge Elimination System (NPDES) permits and the Total Daily Maximum Load (TMDL)

**Proposed Los Angeles County Division
Annual Conference Resolution**

programs, many local governments find that they lack the basic infrastructure to capture, infiltrate and reuse stormwater and cities are facing difficult economic challenges while federal and state financial assistance has been reduced due to the impacts of the recession and slow economic recovery and;

WHEREAS, cities have seen their costs with the new NPDES permit requirements double and triple in size in past year, with additional costs anticipated in future years. Additionally, many local businesses have grown increasingly concerned about the costs of retrofitting their properties to meet stormwater and runoff requirements required under the NPDES permits and TMDL programs; and

WHEREAS, the League of California Cities adopted water polices in March of 2012, recognizing that the development and operation of water supply, flood control and storm water management, among other water functions, is frequently beyond the capacity of local areas to finance and the League found that since most facilities have widespread benefits, it has become the tradition for federal, state and local governments to share their costs (XIV, Financial Considerations); and the League supports legislation providing funding for stormwater and other water programs; and

WHEREAS, the Governor and the Legislature are currently contemplating projects for a water bond and a portion of the bond could be directed to assist local government in funding and implementing the goals of the Clean Water Act and the State's water objectives of conserving and reusing stormwater in order to improve the supply and reliability of water supply.

RESOLVED, at the League General Assembly, assembled at the League Annual Conference on September 20, 2013, in Sacramento, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to provide adequate funding to water conservation, ground water recharge and capture and reuse of stormwater and runoff in the water bond issue and to prioritize future water bonds to assist local governments in funding these programs. The League will work with its member cities to educate federal and state officials to the challenges facing local governments in providing for programs to capture, infiltrate and reuse stormwater and urban runoff.

FACT SHEET

Los Angeles County Division's Annual Conference Resolution A Call for Adequate Funding for the Capture and Reuse of Stormwater and Urban Runoff

Background

In order to meet the goals of both the Federal Clean Water Act and the State's Porter-Cologne Water Quality Control Act, which seek to ensure safe clean water supplies, cities provide critical water conservation, ground water recharge and reuse of stormwater infrastructure, including capture and reuse of stormwater for their citizens, businesses and institutions. Working with the State's Regional Water Quality Control Boards and the State Water Resources Control Board through the NPDES permitting process and TMDL Programs, California's cities implement programs to capture, infiltrate and treat stormwater and urban runoff with the use of low impact development ordinances, green streets policies and other programs to increase the local ground water supply.

These actions have led to a dramatic decrease in water pollution from wastewater treatment plants and other so-called "point sources" since the adoption of the Clean Water Act in 1972. However, current threats to the State's "non-point sources" of pollution, such as stormwater and urban runoff are far more difficult to solve, even as the demand for clean water increases from a growing population and an economically important agricultural industry.

Current Problem Facing California's Cities

The Little Hoover Commission found in 2009 that more than 30,000 stormwater discharges are subject to permits regulating large and small cities, counties, construction sites and industry. The Commission found that a diverse group of water users -- the military, small and large businesses, home builders and local governments and more -- face enormous costs as they try and control and limit stormwater pollution. The Commission concluded that the costs of stormwater clean up are enormous and that the costs of stormwater pollution are greater, as beach closures impact the State's economy and environmental damage threatens to impair wildlife.

Additionally, new programs and projects to improve water quality are currently being required by the U.S. EPA and the State under the National Pollution Discharge Elimination System (NPDES) permits and the Total Daily Maximum Load (TMDL) programs, many local governments find that they lack the basic infrastructure to capture, infiltrate and reuse stormwater and the cities are facing difficult economic challenges while Federal and State financial assistance has been reduced due to the impacts of the recession and slow economic recovery.

Cities have seen their costs with the new NPDES permit requirements triple in size in the past year, with additional costs anticipated in future years. Additionally, many local businesses have grown increasingly concerned about the costs of retrofitting their properties to meet stormwater and runoff requirements required under the NPDES permits and TMDL programs.

In Los Angeles County alone, reports commissioned by the Los Angeles County Flood Control District estimate the costs of achieving region-wide compliance for implementing TMDL programs in the NPDES permits required by the LARWQCB will be in the tens of billions of dollars over the next twenty years. Additionally, failure to comply with the RWQCB's terms could result in significant Clean Water Act fines, state fines and federal penalties anywhere from \$3,000- \$37,500 per day. Violations can also result in third-party litigation. Such costs are not confined to Los Angeles County and are being realized statewide.

Clearly, compliance with the NPDES permit and TMDL programs will be expensive for local governments over a long period of time and cities lack a stable, long-term, dedicated local funding source to address this need. Many cities are faced with the choice of either cutting existing services or finding new sources of revenue to fund the NPDES and TMDL programs.

Los Angeles County Division Resolution

The Division supports strong League education and advocacy at both the state and federal levels to help cities face the challenges in providing programs to capture, infiltrate and reuse stormwater and urban runoff. While Los Angeles County cities and other regions seek to secure local funding sources to meet the Clean Water Act and the State's water objectives, it will simply not be enough to meet the enormous costs of compliance. The Los Angeles County Division strongly believes that state and federal cooperation are necessary to fund programs to secure and reuse stormwater in order to improve water supply and reliability throughout the state.

The Division calls for the League to engage in discussions on 2014 State Water Bond to assist cities in funding and implementing the goals of the Clean Water Act and the State's Water objectives. This Resolution does not support the 2014 Bond Issue, since the League and individual cities will need to make this decision at a later time upon review of the final language. However, the Governor and Legislature have reopened discussions for the 2014 Water Bond and funding of urban runoff and stormwater programs has taken a back seat in past bond issues, such as Proposition 84. In May, Assembly Speaker John Perez appointed a Water Bond Working Group which recently outlined a new set of Priorities and Accountability Measures for developing a water bond that would gain the support of 2/3 of the Legislature and voters. One of the priorities identified by the committee included, "Regional Self Reliance/Integrated Regional Water Management", posing the question if stormwater capture should be included in any future bonds. The Division believes the opportunity to advocate for funding in the Bond is now.



CITY OF LA VERNE CITY HALL

3660 "D" Street, La Verne, California 91750-3599
www.ci.la-verne.ca.us

July 2, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

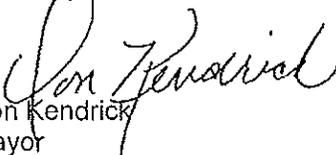
President Bogaard:

The City of La Verne supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. While the City is still in the process of identifying the costs associated with meeting the new requirements of the MS-4 PERMIT, it is expected these measures will far exceed existing local resources.

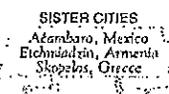
As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact our City Manager, Bob Russi at 909-596-8726, if you have any questions.

Sincerely,


Don Kendrick
Mayor

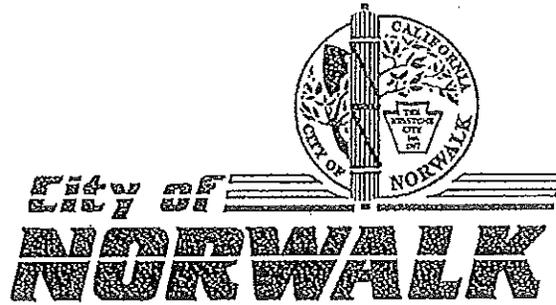
cc: Jennifer Quan, League of California Cities
JR Ranjells, Senior Management Analyst

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General Administration 909/596-8726 • Water Customer Service 909/596-8744 • Parks & Community Services 909/596-8700
Public Works 909/596-8741 • Finance 909/596-8716 • Community Development 909/596-8706 • Building 909/596-8713
Police Department 909/596-1913 • Fire Department 909/596-5991 • General Fax 909/596-8737

LUIGI VERNOLA
Mayor
MARCEL RODARTE
Vice Mayor
CHERI KELLEY
Councilmember
MICHAEL MENDEZ
Councilmember
LEONARD SHRYOCK
Councilmember
MICHAEL J. EGAN
City Manager



12700 NORWALK BLVD., P.O. BOX 1030, NORWALK, CA 90651-1030 * PHONE: 562/929-5700 * FACSIMILE: 562/929-5773 * WWW.NORWALKCA.GOV

July 2, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

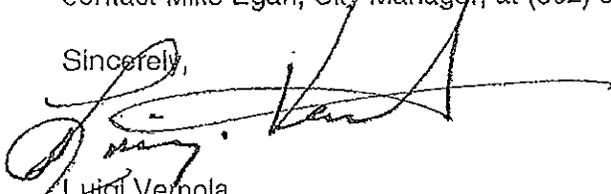
Dear President Bogaard:

The city of Norwalk supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. The cost of compliance with the new storm water permit is in the millions of dollars. The Watershed Management Plan alone will cost close to \$1M. Implementation of projects in the near future based on that Watershed Management Plan could potentially cost the City of Norwalk \$5 - \$10 million annually.

As members of the League our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Mike Egan, City Manager, at (562) 929-5772 if you have any questions.

Sincerely,



Luigi Vernola
Mayor

cc: Ling-Ling Chang, President, Los Angeles County Division c/o
Robb Korinke, Executive Director, Los Angeles County Division, robb@lacities.org



CITY OF SIGNAL HILL

2175 Cherry Avenue • Signal Hill, California 90755-3799

June 27, 2013

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

President Bogaard:

The city of Signal Hill supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. The city of Signal Hill currently budgets for \$755,000 annually for compliance with required stormwater programs, which represents over 4% of the entire General Fund. Future expenditures are expected to be over \$1.5 million annually, as the City will be required to begin construction of costly stormwater capital improvements.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Ken Farfsing, City Manager at (562) 989-7302 or kfarfsing@cityofsignal.org, if you have any questions.

Sincerely,

Michael J. Noll
Mayor

CC: Ling-Ling Chang, President, Los Angeles County Division c/o
Robb Korinke, Executive Director, Los Angeles County Division, robb@lacities.org



Office of the Mayor and the City Council

July 2, 2013

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

SUBJECT: *Los Angeles County Division Annual Conference Resolution*

Dear President Bogaard:

As Mayor of the City of Monrovia, I support the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. The City is anticipating millions of dollars in stormwater permit compliance costs over the next five years – funds the City currently does not have available. Funding assistance is vital in order for the City to meet stormwater permit requirements.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Heather Maloney, Senior Management Analyst, at (626) 932-5577 or hmaloney@ci.monrovia.ca.us, if you have any questions.

Sincerely,

Mary Ann Lutz,
Mayor

cc: City Council
Ling-Ling Chang, President, Los Angeles County Division c/o
Robb Korinke, Executive Director, Los Angeles County Division, robb@lacities.org
Laurie K. Lile, City Manager
Ron Bow, Director of Public Works



EXECUTIVE BOARD

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Rolling Hills Estates

EXECUTIVE DIRECTOR
SAM OLIVITO

June 20, 2013

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

President Bogaard:

The California Contract Cities Association supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. All of the 58 cities we represent can ill afford this increasingly expensive ongoing cost.

As members of the League our association values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact our office at (562) 622-5533 if you have any questions.

Sincerely,

Steve Tye
CCCA President

CC: Ling-Ling Chang, President, Los Angeles County Division c/o
Robb Korinke, Executive Director, Los Angeles County Division, robb@lacity.org

11027 Downey Ave. Downey, CA 90241 P(562) 622-5533 F(562) 622-9555 www.contractcities.org

LETTERS OF CONCURRENCE
Resolution #2
Public Safety Realignment

OFFICE OF THE
MAYOR



300 East Branch Street
Arroyo Grande, CA 93420
Phone: (805) 473-5400
FAX: (805) 473-0386
agcity@arroyogrande.org
www.arroyogrande.org

July 17, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Public Safety Realignment Resolution

Dear President Bogaard:

On behalf of the City of Arroyo Grande, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact our City Manager, Steve Adams, at (805)473-5404, if you have any questions.

Sincerely,

Tony Ferrara

Mayor, City of Arroyo Grande



CITY OF COVINA

125 East College Street • Covina, California 91723-2199
www.covinaca.gov

July 17, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: Public Safety Realignment Resolution

Dear President Bogaard:

On behalf of the City of Covina, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact Daryl Parrish, City Manager, at (626) 384-5410, if you have any questions.

Sincerely,

Walter Allen III
Mayor, City of Covina



Mayor Acquanetta Warren



July 17, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: Public Safety Realignment Resolution

Dear President Bogaard:

On behalf of the City of Fontana, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact Ken Hunt City Manager, at (909)350-7654, if you have any questions.

Sincerely,

Mayor, City of Fontana

AW/ac



CITY OF GLENDORA CITY HALL

(626) 914-8201

OFFICE OF THE MAYOR

116 East Foothill Blvd., Glendora, California 91741
FAX (626) 914-8221
www.ci.glendora.ca.us

July 19, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: Public Safety Realignment Resolution

Dear President Bogaard:

On behalf of the City of Glendora, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

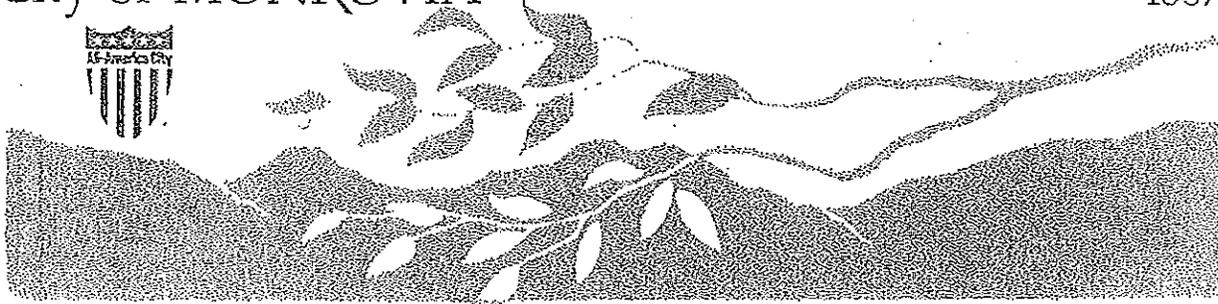
As a member of the League, our City values the policy development process provided to the General Assembly. Please contact Chris Jeffers, City Manager, at cjeffers@ci.glendora.ca.us or (626) 914-8201, if you have any questions.

Sincerely,

City of Glendora

Joe Santoro
Mayor

PRIDE OF THE FOOTHILLS



Office of the Mayor and the City Council

July 19, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: PUBLIC SAFETY REALIGNMENT RESOLUTION

Dear President Bogaard:

As Mayor of the City of Monrovia, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact Laurie Lile, City Manager, at (626) 932-5501, if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Ann Kutz".

Mary Ann Kutz
Mayor

cc: City Council
James Hunt, Police Chief

CITY OF



ONTARIO

303 EAST "B" STREET, CIVIC CENTER

ONTARIO

CALIFORNIA 91764-4105

(909) 395-2000
FAX (909) 395-2070

PAUL S. LEON
MAYOR

JIM W. BOWMAN
MAYOR PRO TEM

ALAN D. WAPNER
DEBRA DORST-PORADA
PAUL VINCENT AVILA
COUNCIL MEMBERS

July 18, 2013

CHRIS HUGHES
CITY MANAGER

MARY E. WIRTES, MMC
CITY CLERK

JAMES R. MILHISER
TREASURER

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: Public Safety Realignment Resolution

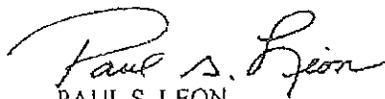
Dear President Bogaard:

On behalf of the City of Ontario, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision; i.e., a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact Chris Hughes, City Manager, at (909) 395-2010, if you have any questions.

Sincerely,


PAUL S. LEON
Mayor



From the Office of the Mayor
Shelly Higginbotham
760 Mattie Road
Pismo Beach, CA 93449
(805) 235-6604
shigginbotham@pismo-beach.org

July 18, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

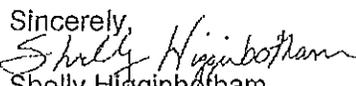
RE: Public Safety Realignment Resolution

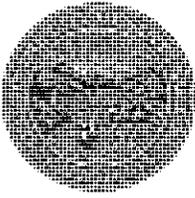
Dear President Bogaard:

On behalf of the City of Pismo Beach, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact James R. Lewis, City Manager, at (805) 773-7007, if you have any questions.

Sincerely,

Shelly Higginbotham
Mayor



City of Santa Barbara

Office of Mayor

HSchneider@SantaBarbaraCA.gov

www.SantaBarbaraCA.gov

July 19, 2013

Helene Schneider
Mayor

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

City Hall
735 Anacapa Street
Santa Barbara, CA
93101-1990

RE: Public Safety Realignment Resolution

Dear President Bogaard:

Mailing Address:
P.O. Box 1990
Santa Barbara, CA
93102-1990

On behalf of the City of Santa Barbara, I am writing to express support for the League of California Cities' Public Safety Resolution, which will be submitted for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

Tel: 805.564.5323
Fax: 805.564.5475

The League's Resolution seeks to highlight a number of deficiencies with the current public safety realignment policy, and what funding and policy changes need to occur in response. The resolution specifically calls out the need for ongoing local law enforcement funding related to realignment, as well as modification of the criteria for which offenders are eligible for post-release community supervision, i.e. a non-violent, non-serious, non-sex offender criteria that focuses on total criminal history rather than merely the last recorded offense.

It is important to our City, that such state-mandated programs remain fully-funded and that the regulations do not impede our law enforcement officers' ability to use their professional discretion in protecting our community.

As a member of the League, our City values the League's leadership and policy direction on this issue.

Sincerely,

Helene Schneider,
Mayor

cc: Dave Mullinax, League of California Cities

City of Alhambra
Office of the Mayor and City Council

July 1, 2013

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

Dear President Bogaard:

The City of Alhambra supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. The City of Alhambra is anticipating spending \$24,101.96 this year to start the development of the Enhanced Watershed Plan and monitoring plan. Prior to 2016, the City anticipates spending \$1,169,000 for full capture device on our storm drain catch basins. In the future, it is estimated the city may need \$34 million dollars to finance the required infrastructure to meet the new permit guidelines. We also anticipate needing to hire additional staff to monitor and maintain the program. None of these costs have a dedicated funding source.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Mary Chavez, Director of Public Works, at (626) 570-5067 if you have any questions.

Very truly yours,


Steven Placido, DDS
Mayor

cc: Jennifer Quan, League of California Cities



Gateway
to the
San Gabriel Valley

111
South First Street
Alhambra
California
91801

626
570-5010

FAX
281-2248



CITY OF CERRITOS

CIVIC CENTER • 18125 BLOOMFIELD AVENUE
P.O. BOX 3130 • CERRITOS, CALIFORNIA 90703-3130
PHONE: (562) 916-1310 • FAX: (562) 468-1095
CELL PHONE: (562) 547-1732
E-mail: bbarr90703@aol.com
WWW.CERRITOS.US



OFFICE OF THE MAYOR
BRUCE W. BARROWS

July 8, 2013

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

President Bogaard:

The City of Cerritos supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

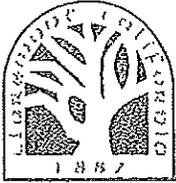
The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond. The City of Cerritos expended \$866,000 in the Fiscal Year 2011-2012 for compliance with required stormwater programs. Future expenditures are expected to be over \$1.5 million annually, as the City will be required to begin construction of costly stormwater capital improvements.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Art Gallucci, City Manager at (562)916-1301 or agallucci@cerritos.us, if you have any questions.

Sincerely,

Bruce W. Barrows
MAYOR

cc: Ling-Ling Chang, President, Los Angeles County Division c/o
Robb Korinke, Executive Director, Los Angeles County Division, robb@lacityes.org



CITY OF CLAREMONT

City Hall
207 Harvard Avenue
P.O. Box 880
Claremont, CA 91711-0880
Fax: (909) 399-5492
Website: www.ci.claremont.ca.us
Email: contact@ci.claremont.ca.us

City Council • (909) 399-5444
Corey Calaycay
Joseph M. Lyons
Opanyi K. Nasiali
Sam Pedroza
Larry Schroeder

July 1, 2013

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

President Bogaard:

**RE: Los Angeles County Division Proposed Resolution for LCC Approval
At The 2013 Annual Conference**

The City of Claremont supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond.

As members of the League, our City values the policy development process provided to the General Assembly and appreciates your time on this issue. If you have any questions, please feel free to contact Tony Ramos, City Manager, at (909) 399-5441.

Sincerely,

Opanyi Nasiali
Mayor

c: Jennifer Quan, League of California Cities



CITY OF GLENDORA CITY HALL

(626) 914-8200

116 East Foothill Blvd., Glendora, California 91741
www.ci.glendora.ca.us

July 15, 2013

Bill Bogaard, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Los Angeles County Division Annual Conference Resolution

President Bogaard:

The City of Glendora supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact me, if you have any questions.

Sincerely,

Joe Santoro, Mayor

cc: Ling-Ling Chang, President, Los Angeles County Division c/o Robb Korinke,
Executive Director, Los Angeles County Division, robb@lacity.org
Jennifer Quan, Regional Public Affairs Manager, League of California Cities -
jqvan@cacities.org

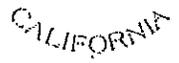
PRIDE OF THE FOOTHILLS

Todd Rogers
Vice Mayor

Jeff Wood
Council Member

Diane DuBois
Council Member

Ron Piazza
Council Member



Steve Croft
Mayor

July 2, 2013

Mr. Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

RE: Los Angeles County Division Annual Conference Resolution - Support

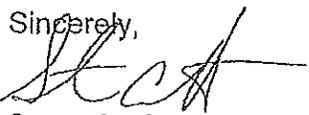
Dear President Bogaard:

The City of Lakewood supports the Los Angeles County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for cities working to meet the State's water quality objectives and storm water management plans by providing direction for the League to educate state leaders and advocate for funding during discussions on the 2014 Water Bond.

For Lakewood, the initial cost alone to prepare the Watershed Management Plan (WMP), Coordinated Integrated Management Plan (CIMP), and Reasonable Assurance Modeling for the three watersheds that Lakewood is a part of is estimated to be \$153,167. This cost does not include administration costs, monitoring costs, construction costs, or inspection costs, which are estimated to be in the millions of dollars.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Paolo Beltran, Senior Management Analyst, at (562) 866-9771, extension 2140, or email at pbeltran@lakewoodcity.org, if you have any questions.

Sincerely,

Steve Croft
Mayor

cc: Ling-Ling Chang, President, Los Angeles County Division c/o
Robb Korinke, Executive Director, Los Angeles County Division,
robb@lacities.org





CITY OF LA MIRADA
DEDICATED TO SERVICE

13700 La Mirada Boulevard
La Mirada, California 90638
P.O. Box 828
La Mirada, California 90637-0828
Phone: (562) 943-0131 Fax: (562) 943-1464
www.cityoflamirada.org

July 15, 2013

LETTER OF SUPPORT

Bill Bogaard
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

SUBJECT: LOS ANGELES COUNTY DIVISION ANNUAL CONFERENCE RESOLUTION

Dear President Bogaard:

On behalf of the City of La Mirada, I am writing to express support for the League of California Cities, Los Angeles County Division's effort to submit a resolution for consideration by the League's General Assembly at the September 2013 Annual Conference in Sacramento.

The Division's resolution seeks to address a critical funding need for local governments working to meet Federal and State objectives to protect water resources and storm water management plans. The resolution also provides direction for the League to educate State leaders and advocates for the inclusion of storm water funding in the State's proposed 2014 Water Bond.

Like many cities, the City of La Mirada does not have the basic infrastructure to capture, filter, and reuse storm water, and Federal and State funding to assist in providing this infrastructure has been reduced in recent years as a result of the economic recession. Compliance with the MS-4 permit and other storm water regulations could cost the City millions, and reduce funding for other vital City services such as infrastructure and public safety. The City could also face steep fines, penalties, and third party lawsuits if it is unable to meet the National Pollutant Discharge Elimination Systems (NPDES) permit requirements. Receiving State funding could help alleviate the financial burden placed on local governments to meet storm water requirements.

As a member of the League, our City values the policy development process provided to the General Assembly. Please contact Jeff Boynton, Deputy City Manager, at (562) 943-0131 if you have any questions.

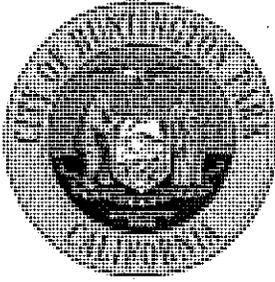
Sincerely,

CITY OF LA MIRADA

Steve De Ruse
Mayor

TER:jb:vdr

cc: Ling-Ling Chang, President, Los Angeles County Division
Robb Korinke, Executive Director, Los Angeles County Division



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 19, 2013

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

Dear Mayor and Members of the City Council:

ANNUAL RATE ADJUSTMENT FOR RESIDENTIAL REFUSE DISPOSAL SERVICES PROVIDED BY WASTE MANAGEMENT, INC.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive and file the report by City staff regarding the annual rate adjustment for refuse disposal services for residential properties served by Waste Management, Inc.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The contract for residential refuse disposal in the City of Huntington Park was re-assigned to Waste Management, Inc. (WM) on April 21, 2003 and has a current expiration date of December 31, 2014. This expiration date was set by the City's Notice of Non-Renewal issued to WM in 2008 that provided the five-year notice as required in the agreement.

The Second Amendment to the agreement with WM executed on December 7, 2009 defined the method and process for requesting an annual rate adjustment based on a weighted formula of the Consumer Price Index (CPI) increase and the increase in landfill disposal fees. WM submitted a request on April 29, 2013 (Attachment A) for a rate adjustment beginning on July 1, 2013. Staff has reviewed the rate adjustment calculation and verified compliance with the agreement.

The requested rate increase is 0.84% and results in a monthly increase for the typical residential customer from \$22.50 to \$22.69.

FISCAL IMPACT/FINANCING

The City collects residential refuse disposal fees in the water bill and periodically pays WM the total of the collected fees minus the contractual 5% Franchise Fee. The

ANNUAL RATE ADJUSTMENT FOR RESIDENTIAL REFUSE DISPOSAL SERVICES PROVIDED BY WASTE MANAGEMENT, INC.

August 19, 2013

Page 2 of 2

Franchise Fee to the City will also increase proportionally as a result of the rate increase. The rate increase will be included in the next scheduled water billing cycle.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The requested annual rate adjustment is in accordance with Section 2 of the Second Amendment to Agreement for Refuse Disposal for the Residents of Huntington Park, executed on December 7, 2009.

IMPACT ON CURRENT SERVICES

There is no impact to current services. The additional revenue to the City from the Franchise Fee as a result of the rate increase will be added to the budget for administration of the residential refuse collection service and franchise agreement. The additional revenue covers annual cost increases to the City for program administration.

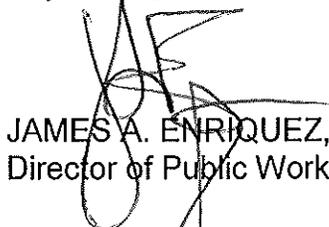
CONCLUSION

This item is a receive and file report by City staff regarding the annual rate adjustment for residential refuse disposal services provided by Waste Management, Inc. The rate adjustment requested is in accordance with the Franchise Agreement and will be effective July 1, 2013.

Respectfully submitted,



RENÉ BOBADILLA, P.E.
City Manager



JAMES A. ENRIQUEZ, P.E.
Director of Public Works / City Engineer

ATTACHMENT

- A. Correspondence from Waste Management Requesting Rate Adjustment

ATTACHMENT A



April 29, 2013

Mr. Rene Bobadilla
City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Re: Annual Price Adjustment

Dear Mr. Bobadilla:

Waste Management has appreciated serving the City of Huntington Park since we were granted the exclusive franchise agreement in 2004. As you know, we have worked closely with the City to implement and enhance many environmental programs.

It has been a great year for the partnership between Waste Management (WM) and the City of Huntington Park. WM partnered with the City on several major projects in the last few years.

- Working with WM partners Keep America Beautiful and Curbside Value Partnership (CVP), WM brought an exciting opportunity to the City in June 2010: the City was selected as one of the Curbside Value Partnership cities for 2010/2011. This became the En Huntington Park, Reciclar Es Natural campaign that WM developed to increase recycling and decrease contamination in the City. Through this campaign, WM brought over \$150,000 worth of resources to the City to help increase diversion in the City and to help drive positive civic engagement among the residents. This program has truly resonated with residents and the positive effects of the campaign will be felt in the City for years to come.
- In September of 2010, WM reached out to the City Manager and Public Works department about working on a grant to curb illegal dumping in the City. WM, Christina Dixon and Claude Bilodeau worked together to create a winning proposal for \$456,500 that was awarded to the City by CalRecycle. WM has been working with the City over the last two years to help the City implement that grant and is thrilled that the City was recently able to gain an extension in this program to enable the City to conduct cleanups later this year and successfully complete the grant. WM is very proud to have been the City's partner in this effort.
- WM has participated in numerous community and communications efforts to increase diversion and positive civic engagement in the City including participating in National Night Out, America Recycles Day, Day of the Child, Earth Day, Chamber street fairs, Mayor's State of the City Addresses and many more.

- Lastly, WM's has taken an increasingly significant role with the business community and was named the Chamber of Commerce Outstanding Business of the Year for 2011 in recognition of all that WM does for the City and the leadership role that WM plays. In 2013, WM's manager for community and municipal affairs was named to the Board of Directors for the Chamber of Commerce.

WM is passionate about the City of Huntington Park and eager to re-engage with you on the contract extension negotiations so that we can move forward on initiating many more value added programs with the City.

The terms of the franchise agreement between the City and WM provides for a CPI adjustment effective July 1, 2013. As you know, WM did not take a price adjustment in our rate in 2012. Waste Management is requesting an annual rate increase with an effective date of July 1, 2013. Our calculations are attached for your review.

I. Consumer Price Index (C.P.I.) Calculations

The collection cost percentage adjustment is calculated using the Consumer Price Index (C.P.I) for all Urban Consumers in the Los Angeles-Riverside area as presented in the following table. The contract states the use of the April CPI index, but that is not possible to meet the deadline of a July 1 change given the timing of when the CPI indices are published. With the preference to include a full year over year percentage change, the March 2012 and 2012 CPI indices are used.

Table 1 – 2012/2013 CPI Calculations

Dates	C.P.I	Change
March 2012	236.941	
March 2013	239.995	+3.054
Cumulative Change in C.P.I.		+1.29%
Rate Increase applying 65% factor		.84%

+ U.S. Department of Labor Statistics included with this rate application.

II. Tipping Fee Calculations

Table 2 – 2012/2013 Tipping Fee Calculations

Facility	Base Rate	January 1, 2013 rate	Change
Dart MRF	\$54.45	\$54.45	+0.0
Puente Hills	\$38.41	\$38.41	+0.0
Average Rate Change			+0.0%
Average Base Rate			\$46.43
Rate Increase applying 35% factor			+0.0%

+ County Sanitation Districts Schedule of Rates included with this rate application.

III. 2012/2013 Single Family Rate

Table 3 – 2012/2013 Single Family Rate

Current Rate	CPI Increase	Tipping Fee Increase	New Rate
\$22.50	1.29%	0.0%	
\$22.50	\$0.19	\$0.00	\$22.69

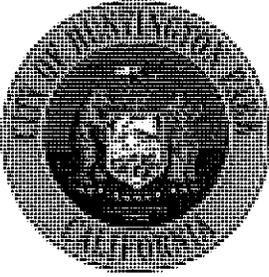
Thank you for your consideration.

Sincerely,



Janine S. Hamner
Manager, Community and Municipal Affairs

CC: Doug Corcoran
James Enriquez
Frank Guercio
Mike Grim



CITY OF HUNTINGTON PARK

City Attorney
City Council Agenda Report

August 19, 2013

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

Dear Mayor and Members of the City Council:

APPROVE THE AGREEMENT FOR PROVISION OF ATTORNEY SERVICES PERTAINING TO WATER RIGHTS ADJUDICATION MATTERS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the agreement for provision of attorney services pertaining to water rights adjudication matters.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City requires attorney services pertaining to water rights adjudication matters for which the City Attorney has a conflict of interest. Staff has investigated law firms that specialize in water rights issues and, due to the magnitude of the issues facing the City, many law firms have conflicts of interest. The law firm of Skaja, Daniels, Lister & Permito, LLP has expertise in water rights law and does not have a conflict representing the City on the issues facing the City.

FISCAL IMPACT/FINANCING

The proposed agreement provides that the City shall compensate the attorney \$200 per hour for all attorney work pertaining to pending issues and litigation pertaining to the water rights adjudication. The proposed agreement also provides that the City shall pay \$125 per hour for paralegals and law clerks services. These are the same rates paid for City Attorney services.

**APPROVE THE AGREEMENT FOR PROVISION OF ATTORNEY SERVICES
PERTAINING TO WATER RIGHTS ADJUDICATION MATTERS**

August 19, 2013

Page 2 of 2

CONCLUSION

Upon approval by City Council, the City Manager shall execute the agreement for provision of attorney services pertaining to water rights adjudication matters.

Respectfully submitted,



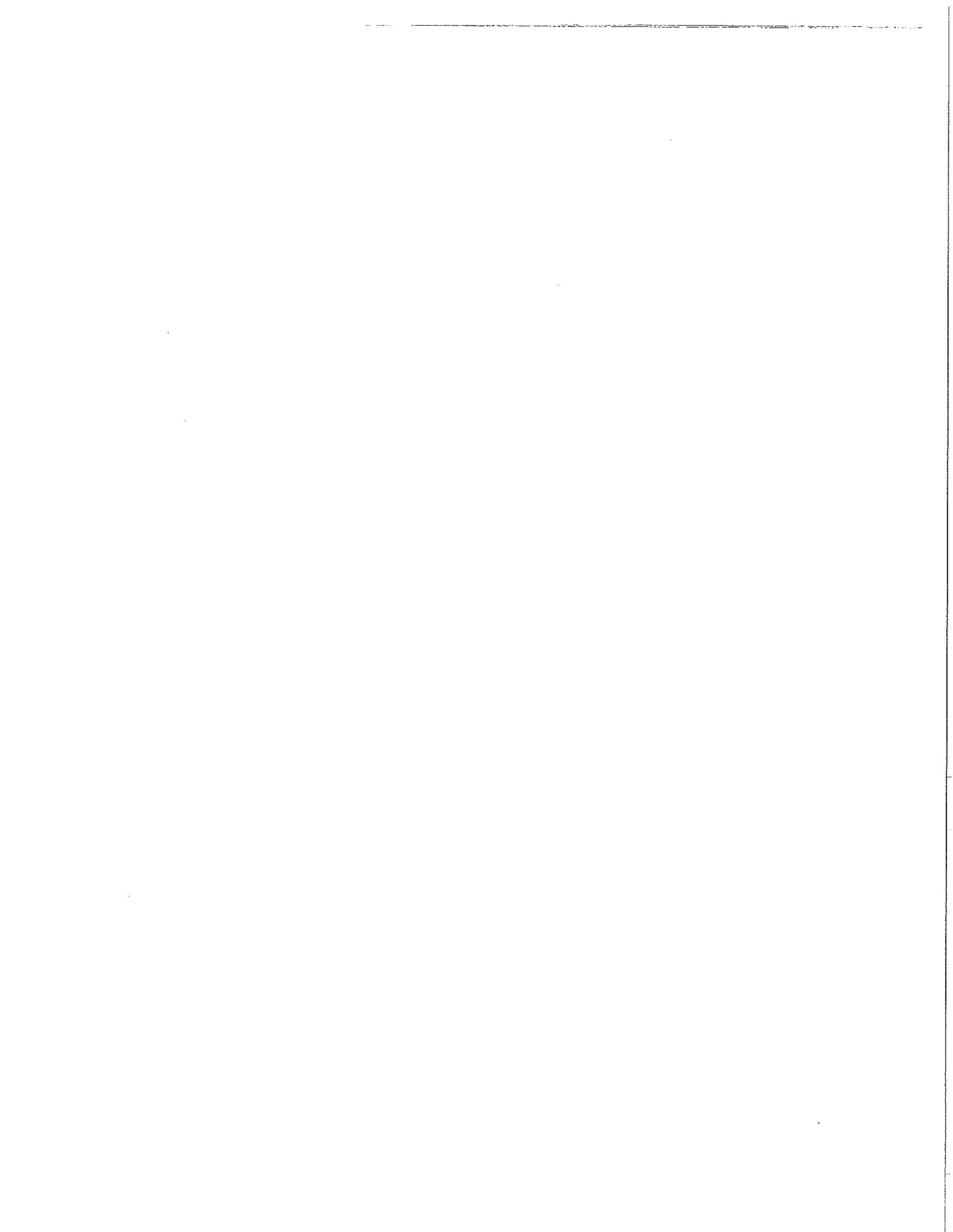
RENÉ BOBADILLA
City Manager, P.E.

TODD LITFIN
Interim City Attorney

ATTACHMENT

A: AGREEMENT FOR PROVISION OF ATTORNEY SERVICES

ATTACHMENT "A"



AGREEMENT FOR PROVISION OF ATTORNEY SERVICES

THIS AGREEMENT is made and entered into as of the ___ day of _____, 2013 (“Effective Date”), by and between the City of Huntington Park, a California municipal corporation (“City” or “Client”), and Skaja, Daniels, Lister & Permito, LLP (“Attorney”).

RECITALS

- A. City requires Attorney services pertaining to water rights adjudication matters.
- B. City and Attorney desire to identify the areas of Attorney’s responsibilities for provision of legal services and the compensation to Attorney.

COVENANTS

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Attorney hereby agree as follows:

RESPONSIBILITIES OF ATTORNEY

- 1.1 Attorney shall perform any and all work necessary pertaining to pending issues and litigation pertaining to the water rights adjudication.
- 1.2 Attorney represents the tasks and services required herein will be performed by Attorney, or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable state and local law to perform such tasks and services.
- 1.3 Attorney shall not subcontract any portion of the work required herein without prior written approval of City; provided, however, that Attorney shall be authorized to retain on behalf of City expert witnesses for litigation matters and other nonlegal subcontractors as may be necessary to enable Attorney to perform the required services required hereunder. Retention of any expert witness or other subcontractors costing more than \$10,000.00 shall require prior consent of the City.
- 1.4 Attorney shall perform all work required hereunder in a prompt and professional manner and shall exercise the standards of care required for the provision of legal services. Upon request or in accordance with such procedures as City may establish from time to time, Attorney shall periodically report to City regarding the status of all legal matters being handled by Attorney.
- 1.5 Attorney shall comply with all applicable federal, state and local laws, ordinances, and regulations.
- 1.6 Attorney shall make no change in the character or extent of the work required by this Agreement, except as may be authorized in writing by City. Such supplemental work

authorization shall set forth the specific changes of work to be performed and/or adjustment of fees to be paid to Attorney by City.

RESPONSIBILITIES OF CITY

1.7 City shall provide full information to Attorney and cooperate with Attorney to the extent necessary to enable Attorney to provide all services required pursuant to this Agreement.

PAYMENT

1.8 City shall compensate Attorney \$200 per hour for the provision of Attorney services. City shall pay Attorney \$125 per hour for paralegals and law clerks.

1.9 In addition to its billing for attorney services, Attorney shall be paid for all of its reimbursable costs. As used herein, the term "reimbursable costs" shall include the following: charges for any expert witnesses, consultants or subcontractors authorized to be retained by Attorney on behalf of City; long distance telephone charges (excluding telephone calls between Attorney's office and City Hall); reasonable travel expenses (excluding travel between Attorney office and City Hall); document reproduction expenses; telecopier charges; mobile internet connection charges; computerized research charges; litigation expenses, including without limitation court filing fees, court reporter's fees, jury fees, witness fees, and the like; personal messenger service charges; and other reasonable and necessary out-of-pocket expenses. The term "reimbursable costs" shall not include any overhead or administrative charge relating to Attorney's office or Attorney's normal cost of equipment and supplies except as expressly set forth herein.

1.10 Attorney shall bill City monthly for services performed pursuant to this Agreement. Attorney shall establish such separate billing matters as deemed appropriate by City and consistent with this Agreement. Each bill shall be itemized and shall reflect the date each task is performed, the amount of time spent performing each task, a brief description of the task performed, the identity of the Attorney performing each task, and the total monthly charge. Reimbursable costs shall be separately itemized. City shall pay all fees and reimbursable costs due to Attorney within 30 days after receipt of invoice.

INDEPENDENT CONTRACTOR

1.11 Attorney is an independent contractor and not an employee of City and neither City nor any of its employees shall have any control over the conduct of Attorney or any of Attorney's employees, except as herein set forth, and Attorney expressly warrants not to, at any time or in any manner, represent that Attorney, or any of Attorney's agents, servants, or employees, are in any manner agents, servants, or employees of City, it being distinctly understood that said Attorney is and shall at all times remain as to City a wholly independent contractor and that Attorney's obligations to City are solely such as are prescribed by this Agreement.

1.12 This Agreement contemplates the personal services of Attorney and Attorney's partners and employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence

of Attorney and Attorney's employees. Neither this Agreement nor any interest therein may be assigned by Attorney, except upon written consent of City. Nothing herein contained is intended to or shall be construed as preventing Attorney from employing or hiring as many employees as Attorney may deem necessary for the proper and efficient execution of this Agreement.

TERMINATION

1.13 The Term of this Agreement shall commence on the Effective Date and shall continue thereafter unless terminated by either party hereto pursuant to the terms of this Agreement. City may discharge Attorney at any time by written notice to Attorney. Attorney may withdraw at any time except to the extent it is precluded from doing so by the California Rules of Professional Conduct or by a tribunal before which a matter is pending. Upon termination of this Agreement, Attorney cooperate in all transitional services that may be required for a reasonable period of time and shall comply with all obligations required of it pursuant to the State Bar Act in connection with such termination and the transition to replacement counsel. Attorney shall be compensated for its costs and services rendered through the effective date of such termination.

MISCELLANEOUS

1.14 Notices. Any notice to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed to Attorney at Skaja, Daniels, Lister & Permito, LLP, 960 Canterbury Place, Suite 110, Escondido, CA 92025, Attention: Curtis Permito, and to City at 6550 Miles Avenue, Huntington Park, CA, 90255, Attention: City Manager.

1.15 Non-Discrimination. In connection with the execution of this Agreement, Attorney shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Attorney shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

1.16 Interpretation of Agreement. This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California.

1.17 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force of effect with respect to those matters covered in this Agreement.

1.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

1.19 Insurance. Attorney carries errors and omissions insurance with the Attorney Insurance Mutual Risk Retention Group applicable to the services being rendered under this Agreement. Attorney also carries Commercial General Liability Insurance. Attorney shall provide City with documentation concerning the existence and amount of insurance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the date first written above.

CITY OF HUNTINGTON PARK

By: _____

Attest:

City Clerk

Approved as to Form:

SKAJA, DANIELS, LISTER & PERMITO,LLP

By: _____
Curtis Permito, Partner