

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda Monday, June 15, 2015

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

Karina Macias
Mayor

Graciela Ortiz
Vice Mayor



Valentin Palos Amezcua
Council Member

Jhonny Pineda
Council Member

Marilyn Sanabria
Council Member

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

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

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

Public Comment

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

If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and give to City Clerk prior to the start of the meeting.

For both open and closed session each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.**

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Maria Jose Alvarez, Age: 7, San Antonio Elementary

INVOCATION

PRESENTATIONS AND ANNOUNCEMENTS

“Certificate of Recognition” presented to Ms. Margaret Losier for her 18 Years of Service as a Counselor with the Los Angeles Unified School District

PUBLIC COMMENT

*For both open and closed session each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.***

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. Pursuant to Government Code Section 54956.9(d)(4) - Conference with Legal Counsel – Anticipated Litigation: [One (1) potential matter]

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

1. Approve Minutes of the following City Council Meeting:

1-1 Regular City Council Meeting held Monday, June 1, 2015

2. Approve First Amendment to Agreement with Granicus Inc. for Video Streaming Services of City Council Meetings.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve First Amendment to Agreement with Granicus Inc. for upgrade to current software operating system; and
2. Authorize Interim City Manager to execute agreement.

FINANCE

3. Approve Accounts Payable and Payroll Warrants dated June 15, 2015

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY ATTORNEY

4. Rules of Decorum for City Council Meetings

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review the recommended changes to the Rules of Procedure for City Council Meetings and provide direction on establishing revised rules for the appropriate conduct of City Council meetings, including changes to the written agenda to inform the public of the Rules of Decorum; or
2. Provide alternative direction on topics not covered by the proposed Rules.

REGULAR AGENDA (continued)

CITY CLERK

5. Appointment of Members to the City Planning Commission

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Make appointments to the Planning Commission consistent with the newly adopted provisions set forth in Resolution No. 2015-19;
2. Provide direction to extend the time period to accept applications for all other City commissions to July 15, 2015; and
3. Extend the terms of office for current Commissioners, except the Planning Commission, until new Commissioners are appointed.

FINANCE

6. Resolution Adopting Fiscal Year (FY) 2015-2016 City Budget

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-23, Adopting a Budget for Fiscal Year Commencing July 1, 2015 and Ending June 30, 2016 Making Appropriations for the City of Huntington Park Government, Establishing Policies for the Administration of the Adopted Budget, and for Other Budget Related Purposes.

7. Resolution Approving Fiscal Year (FY) 2015-2016 GANN Appropriation Limit

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-24, Establishing the Appropriation Limit Pursuant to the Provisions of the California Constitution Article XIIB for the Fiscal Year 2015-2016.

8. Resolution Approving Investment Policy (FY 2015-2016) and Delegating Authority to Interim Finance Director/Treasurer

1. Adopt Resolution No. 2015-22, Delegating Investment Authority to the Interim Finance Director/Treasurer Pursuant to Government Code Section 53607; and
2. Adopt the Statement of Investment Policy FY 2015-2016.

REGULAR AGENDA (continued)

PARKS AND RECREATION

- 9. Authorize use of CDBG Funds, Approve Agreement with Los Angeles Unified School District (LAUSD) for use of School Pool and Approve Agreement with USA Pools Inc. for Pool Management Services for Summer Swim Program**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the use of CDBG after school program funding in the amount of \$21,191 to fund the City's FY 2015-2016 Summer Swim Program;
2. Approve agreement with the Los Angeles Unified School District (LAUSD) for the use of Linda Marquez High School for the Summer Swim Program;
3. Exempt staff from undergoing the formal service contract procedure to procure pool management services based upon provisions of the Huntington Park Municipal Code, sections 2-5.14 and 2-5.19(b);
4. Approve Agreement with USA Pools Inc. to provide pool management services for the City's Summer Swim Program; and
5. Authorize Interim City Manager to execute agreements.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezcua

Council Member Jhonny Pineda

Council Member Marilyn Sanabria

Vice Mayor Graciela Ortiz

Mayor Karina Macias

ADJOURNMENT

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

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov on the 11th of June, 2015.



Donna G. Schwartz, CMC
City Clerk

MINUTES
Regular Meeting of the
City of Huntington Park City Council
Monday, June 1, 2015

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:00 p.m. on Monday, June 1, 2015, in the Council Chamber at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

ROLL CALL

PRESENT: Mayor Karina Macias; Vice Mayor Graciela Ortiz and Council Members, Valentin Palos Amezcuita, Jhonny Pineda and Marilyn Sanabria. Other City Officials and employees: John Ornelas, Interim City Manager, Edgar Cisneros, Assistant City Manager, Arnold Alvarez-Glasman, City Attorney, Jorge Cisneros, Chief of Police, Josette Espinosa, Director of Parks and Recreation, Jan Mazyck, Interim Finance Director, Michael Ackerman, City Engineer and Donna Schwartz, City Clerk.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Pineda. Elizabeth Enriquez, 4th grade, Huntington Park Elementary School – not in attendance.

INVOCATION

The invocation was led by Mayor Macias.

PRESENTATIONS AND ANNOUNCEMENTS

Council presented a "Certificate of Recognition" to Ms. Elsa G. Rivas for Her 35 Years of Service to the Community as a Teacher for Nimitz Middle School

Council presented "Certificates of Recognition" to the Valedictorian and Salutatorian of the Following Schools in Huntington Park: Huntington Park High School, Alliance Huntington Park College Ready High School, Linda Marquez High School and Aspire Huntington Park Charter School.

At 6:25 p.m. Mayor Macias called for a 5minute recess, Council concurred.

At 6:30 p.m. Mayor Macias reconvened the meeting with all Council Members present.

PUBLIC COMMENT

1. Ruben Aburto, Huntington Park Institute of Applied Medical at Marquez High School, acknowledged and thanked Council for their support to the community and announced the various programs the school offers.
2. Wally Shiedler, Director of Walnut Park Mutual Waters, commented on a letter that was addressed to Council Member Amezcuita from the Los Angeles Historic Theater Foundation stating that the County was interested in purchasing and restoring the Warner Theatre. Mr. Shiedler confirmed with the County that they are not purchasing the Warner Theatre there are no funds available.
3. Betty Retama, resident and member of 90255 Association, commented on 90255 Association and the support that was offered to Council to assist with City issues in the community.
4. Victor Cabaello, Metro Transit Services, spoke in support of the new service they started to provide noting the service had effectively took place with a smooth transition.
5. Edmundo Perez, resident, thanked Council for public comment, spoke in regards to 90255 Association and the support and service they offered to the City.

PUBLIC COMMENT (continued)

6. Sandra Orozco, Maywood resident, thanked staff and Council for their support to the community and made comment in reference to City Attorney, new Assistant City Manager and recent candidate's campaign manager.
7. Jorge Sepulveda, resident and member of 90255 Association, commented on the working class citizens and their support to the business owners, 90255 Association and their support to the City, procurement process, City funds with regards to the proposed Pacific Boulevard Improvements project and recent candidate's campaign manager.
8. Rodolfo Cruz, resident and member of 90255 Association, commented on the recent elections, procurement process, Combi Service and the Assistant City Manager position.
9. Alex Reynoso, resident, commented on recent elections, candidate's campaign manager, procurement process and noted that Council is elected by the people.
10. Nick Ioannidis, resident, spoke in regards to his life in the City, issues he has faced and asked for a solution and proud to be an American Citizen.
11. Juliano Jarquin, Educator/Grant Writer, The Human Element Passage & Aztlan Athletics, spoke in regards to health and wellness as a whole, supports businesses and invites Council to a Community Forum on Saturday, June 13, 2015 at South Gate Park, Municipal Auditorium.
12. Pouya Abdi, property owner, spoke in response to the letter written by the Los Angeles Historic Theater Foundation regarding the County interested in leasing the Warner Theatre stating also that it was not true and that his company, who purchased the theatre, are moving forward with their proposed plan.
13. Edgar Gordillo, resident, commented on economics, infrastructure, how he volunteers his time to the community. He suggested the City file a BK and commented on the Assistant to the City Manager position.

STAFF RESPONSE

Interim City Manager Ornelas stated that there are four buses currently operating and two more being repaired with a goal of having six buses running. Mr. Ornelas stated that the transition of the new operating service went smoothly.

Interim City Manager Ornelas responded to the comment regarding the Assistant City Manager position stating that the newly appointed Assistant City Manager went through the process for the position, has the background and qualifications to help the City move forward and is committed.

Mayor Macias suggested staff provide a memo to Council with regard to the status of Warner Theatre. Interim City Manager Ornelas gave a brief overview stating the theatre had been vacant for some time and has gone through several processes to be developed. That historical associations and committees have reviewed the development plans as well as toured the theatre and stated that the owner has incorporated in the plans some of the architectural features that are considered historical knowing it could cost more but keeping in mind the historical value.

Council Member Amezcua noted the comment made regarding the proposed Pacific Boulevard Improvement project by Mr. Sepulveda.

Interim City Manager Ornelas stated that the proposed project has been presented to Council several times that it is a step-by-step process with Proposition A funds being used. It is at the final design phase which will again be presented to Council and that banners will be put up noticing the beautification project of Pacific Boulevard.

Council Member Amezquita would like to add public bathrooms in the next phase.

At 7:30 p.m. City Attorney Alvarez-Glasman recessed to closed session.

CLOSED SESSION

1. Pursuant to Government Code Section 54957.6 -
Conference with Labor Negotiators
Agency representative: John Ornelas
Employee Organization: General Employees Association
2. Pursuant to Government Code Section 54956.9(d)(4) -
Conference with Legal Counsel – Anticipated Litigation: [Two (2) potential matters]
3. Pursuant to Government Code Section 54947
Public Employee Employment
Name of Position: Interim City Manager
4. Pursuant to Government Code Section 54956.9(d)(1) -
Conference with Legal Counsel – Existing Litigation
City of Huntington Park v. Patient Benefit Association ("Earth Green Mile") (LA Superior Court case no. VC063977)
5. Pursuant to Government Code Section 54956.9(d)(1) -
Conference with Legal Counsel – Existing Litigation
Pacific Bell Telephone Company v. City of Huntington Park (LA Superior Court case no. BC579659)

At 8:28 p.m. Mayor Macias reconvened the meeting with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman announced that Council discussed closed session items 1 through 5, direction given no action taken and noted closed session items 1 and 3 are also under the consent calendar for action.

CONSENT CALENDAR

Motion: Council Member Sanabria motioned to approve consent calendar items, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

OFFICE OF THE CITY CLERK

1. Approved Minutes of the following City Council Meetings:

1-1 Regular City Council Meeting held Monday, May 18, 2015
2. Waived further reading and adopted Ordinance No. 939-NS, Establishing a Youth Commission and Adding Title 2, Chapter 11 to the Huntington Park Municipal Code

FINANCE

3. Approved Accounts Payable and Payroll Warrants dated June 1, 2015

CITY MANAGER

4. Approved First Amendment to Employment Agreement with Interim City Manager.
5. Approves Agreement of Understanding to Extend the Memorandum of Understanding with the Huntington Park General Employees Association and adopted Resolution No. 2015-20, Extending the life of the Memorandum of Understanding with the Huntington Park General Employees Association.

END OF CONSENT CALENDAR

REGULAR AGENDA

PUBLIC WORKS

6. **Resolution to Reflect Current and Future Water Conservation Standards and Water Use Prohibitions Promulgated by the State Water Resources Control Board (Water Board)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-21, Implementing Water Conservation Measures to Comply with Recent Amendments to Regulations Governing Water Conservation.

Interim City Manager Ornelas presented the staff report.

Motion: Council Member Sanabria motioned to adopt Resolution No. 2015-21, Implementing Water Conservation Measures to Comply with Recent Amendments to Regulations Governing Water Conservation, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

7. **Approve Agreement for Cost Sharing for the Installation and Operation of Monitoring Equipment and Monitoring Pursuant to the Harbor Toxic Pollutants TMDL Program**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Agreement Between Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and City of Huntington Park for the estimated share cost of \$1,764.00 (1st year installation and operations) and \$962.00 (2nd year and subsequent years); and
2. Authorize Interim City Manager to execute the agreement.

Interim City Manager Ornelas presented the staff report.

Motion: Council Member Sanabria motioned to Approve Agreement Between Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and City of Huntington Park for the estimated share cost of \$1,764.00 (1st year installation and operations) and \$962.00 (2nd year and subsequent years) and authorize Interim City Manager to execute the agreement, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezcuita – requested in the future to discuss the City offering college scholarships, announced he’s attendance at the California Contract Cities Association’s Annual Conference and the International Council of Shopping Centers (ICSC) Conference noting that the City needs to start thinking about future development and prepare a plan for next years conference. Mr. Amezcuita requested to add to agenda to discuss water fund and an update on water rates and water wells and congratulated the new Assistant City Manager and commented on the procurement process.

Council Member Jhonny Pineda – congratulated the new Assistant City Manager and acknowledged his experience. Mr. Pineda commented on supporting the youth with summer jobs and scholarships. Also agrees with the city discussing new ways to bring in new development, recognized the 90255 Association and the aid of their support to help promote shopping in the city. Mr. Pineda thanked all those who speak during public comment and encouraged them to remain until the end of the meeting.

Council Member Marilyn Sanabria – thanked all those who attended the meeting, noted her previous request to staff of bringing to Council discussion on new development and acknowledged all those who were recognized during the presentations and welcomed the new Assistant City Manager.

Vice Mayor Graciela Ortiz – thanked all those who attended the meeting and supporting the youth. Ms. Ortiz encouraged the residents to reach out to her with any questions and or concerns and welcomed the new Assistant City Manager and thanked the Interim City Manager for his continued support.

Mayor Karina Macias – thanked those who attend the meeting and voice their concerns, reiterated no decision is taken lightly, public records are open to everyone. Ms. Macias asked City Attorney to bring back to the next meeting the Rules of Decorum, welcomed the new Assistant City Manager and thanked staff for all their support in the preparation of the city’s budget and thanked the Interim City Manager for his continued support.

ADJOURNMENT

At 8:15.p.m. Mayor Macias adjourned the meeting in memory of Ignacio Gomez, a longtime resident, to a Budget Workshop on Wednesday, June 3, 2015, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk



CITY OF HUNTINGTON PARK

City Clerk's Department
City Council Agenda Report

June 15, 2015

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

Dear Mayor and Members of the City Council:

APPROVE FIRST AMENDMENT TO AGREEMENT WITH GRANICUS INC. FOR VIDEO STREAMING SERVICES OF CITY COUNCIL MEETINGS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve First Amendment to Service Agreement with Granicus Inc. for upgrade to current video streaming software(Granicus Open Platform); and
2. Authorize Interim City Manager to execute agreement.

BACKGROUND

The current software that is used to web stream the City Council meetings needs to be upgraded due to Google Chrome no longer supporting Microsoft Silverlight which currently is used in conjunction with Granicus Open Platform. It has been recommended that we upgrade the software in order to continue providing citizens the capability of viewing the streaming of the City Council meetings and further permitting access to their mobile devices allowing the city to reach a broader audience.

FISCAL IMPACT

Cost for upgrade is a one-time payment of \$3,500 for installation of software and an annual amount of \$6,000 that will be funded in the FY 2015-2016 City budget.

RECOMMENDATION

Approve the upgrade to assure citizens continued access to view City Council meetings.

APPROVE FIRST AMENDMENT TO AGREEMENT WITH GRANICUS INC. FOR VIDEO STREAMING SERVICES OF CITY COUNCIL MEETINGS

June 15, 2015

Page 2 of 2

CONCLUSION

Once the First Amendment to Service Agreement is approved by Council, the City Clerk's Office will follow-up with executing agreement and notify Granicus Inc. to proceed with upgrade.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



DONNA G. SCHWARTZ
City Clerk

ATTACHMENTS

- A: Service Agreement
- B: First Amendment to Service Agreement

GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement"), dated as of December 14, 2010 (the "Effective Date"), is entered into between Granicus, Inc. ("Granicus"), a California Corporation, and _____ (the "Client").

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, and related support services; and

B. WHEREAS, Granicus desires to provide and Client desires to (i) purchase the Granicus Solution as set forth in the Proposal, which is attached as Exhibit A, and incorporated herein, to facilitate streaming and distribution of live and archived digital media content, (ii) engage Granicus to integrate its Granicus Software onto the Client Website, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations and warranties herein contained, the parties hereto agree as follows:

1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software, Professional Services, and Managed Services that comprise the Granicus Solution as outlined in Exhibit A.

2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive account to access the Granicus Software listed in the Solution Description and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work and work of its customers/constituents. Cancellation of the Client's Managed Services will also result in the immediate termination of the Client's Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with its applicable written specifications for as long as the Client pays for and receives Managed Services. Client's sole and exclusive remedy for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the defective Granicus Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

3. PAYMENT OF FEES

3.1 Client agrees to pay all costs as outlined in Exhibit A.

3.2 Clients who either enter into a contract agreement with Granicus, or submit a written purchase order to Granicus, prior to December 31, 2010 are eligible for a one-time promotion. As part of this promotion, the Client will receive Monthly Managed Services at no cost to Client until July 1, 2011. The billing for Monthly Managed Services occurring after July 1, 2011 will begin on June 15, 2011. Up-front costs are not affected by this promotion. Monthly Managed services on existing products are not affected by this promotion.

3.3 Except as provided for in Section 3.2, monthly billing for Managed Services shall begin forty-five (45) days after the receipt of a fully executed Agreement or the receipt of a purchase order for the up-front costs, whichever occurs first, as agreed upon in Exhibit A.

3.4 Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice, provided that Client agrees to pay the Managed Services Fee to Granicus on a monthly basis, no later than the first day of each month in advance of services. Granicus, Inc. shall send all invoices to:

Name:
Title:
Address:

3.5 Upon renewal of this Agreement, Granicus may include (in which case Client agrees to pay) a maximum increase of the current CPI percentage rate (as found at The Bureau of Labor and Statistics website <http://www.bls.gov/CPI/>) or three (3) percent a year on Client's Managed Services Fee, whichever is larger.

3.6 Training Cancellation Policies. Granicus' policies on Client cancellation of scheduled trainings are as follows:

(a) Onsite Training. For any cancellations within forty-eight (48) hours of the scheduled onsite training, Granicus, at its sole discretion, may invoice the Client for one hundred (100) percent of the purchased training costs and all travel expenses, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

(b) Online Training. For any cancellations within twenty-four (24) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the

previously quoted pricing.

3.6 Additions. Granicus, at its' sole discretion, may add features or functionality to existing product suite bundles for various reasons, including to enhance Granicus' offerings, or improve user satisfaction. During the initial period of this Agreement, the customer understands that the use of these additional products is included in the originally agreed upon monthly managed services fees.

At contract renewal, the customer acknowledges that this added functionality may have additional monthly managed service charges associated with it and that monthly managed services rates on renewals may have a higher rate than preceding years.

4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

5. TRADEMARK OWNERSHIP. Granicus and Client's Trademarks are listed in the Trademark Information exhibit attached as Exhibit D.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted to the Client pursuant to Section 6 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 hereof), limited license to use the other party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other party's trademarks shall be subject to the prior written approval of such other party, which approval shall not be unreasonably withheld.

6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. Except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, non-infringement of third party rights, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of

any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the amounts paid by client under this agreement regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)).

7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Confidentiality Obligations. Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other party pursuant to this Agreement that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this Agreement, and all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material), disclosed from time to time by the disclosing party to the receiving party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of Client.

7.2 Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.3 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

8. TERM

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for eighteen (18) months after the date hereof. This Agreement shall automatically renew for an additional three (3) terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.

8.2 Rights Upon Termination. Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in an exhibit to this Agreement:

(a) Client's right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

(b) Client has the right to keep any purchased hardware, provided that Client removes and/or uninstalls any Granicus Software on such hardware. However, if Client has received hardware as part of a Granicus Open Platform Suite solution ("Open Platform Hardware"), Client understands that they are leasing the Open Platform Hardware. Upon termination of this Agreement, Client shall immediately return the Open Platform Hardware to Granicus, Inc. The Open Platform Hardware must be returned within fifteen (15) days of termination, and must be in substantially the same condition as when originally shipped, subject only to normal wear and tear; and

(c) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software.

8.3 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6.1, 6.2, 7, 8.3, and 10 of the agreement, and applicable provisions of the Exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the Termination or Expiration Options Regarding Content, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in

this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may cease providing the applicable services or require that Client cease use of and destroy the Granicus Software. In that event, and provided that Client returns or destroys (and certify to such destruction of) all copies of the Granicus Software in Client's possession or control, if any, Granicus will refund to Client all license fees paid by Client under the current Agreement.

10. MISCELLANEOUS.

10.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

10.2 Governing Law. The laws of the State of California shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles.

10.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

10.4 Independent Contractors. The parties are independent contractors, and no other relationship is intended by this Agreement.

10.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

11.6 Closed Captioning Services. Client and Granicus may agree that closed captioning or transcription services will be provided by a third party under this agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

[The remainder of this page left blank intentionally]

This Agreement consists of this Service Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

- Exhibit A: Proposal
- Exhibit B: Support Information
- Exhibit C: Hardware Exhibit
- Exhibit D: Trademark Information
- Exhibit E: Termination or Expiration Options Regarding Content

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

GRANICUS, INC.

By: _____

Ed Roshitsh

Its: Chief Operating Officer

Address:

568 Howard Street, Suite 300

San Francisco, CA 94105

[INSERT CLIENT NAME]

By: _____

Name: _____

Its: _____

Address:

Date: _____

EXHIBIT A

PROPOSAL

[The remainder of this page is left blank intentionally.]

EXHIBIT B

SUPPORT INFORMATION

1. Contact Information. The support staff at Granicus may be contacted by the Client at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) Mailing Address. Mail may be sent to the support staff at Granicus headquarters, located at 568 Howard Street, Suite 300, San Francisco, California, 94105.

(b) Telephone Numbers. Office staff may be reached from 8:00 AM to 7:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 655-2400 from 8:00 AM to 7:00 PM Pacific time. After hours or in case of a technical support emergency, the support staff may be reached at (415) 655-2414, twenty-four (24) hours a day, seven (7) days a week.

(c) Internet and E-mail Contact Information. The website for Granicus is <http://www.granicus.com>. E-mail may be sent to the support staff at support@granicus.com.

2. Recognized Client Representatives. Granicus strives to provide unparalleled support to its Clients by ensuring that Client staff is properly educated and is prepared to maximize its Granicus Solution. Any Client Representative who wishes to participate and receive Granicus customer advocacy services shall participate in and complete the training program that is suited for the Granicus Solution. Once a Client Representative completes the training, that Representative will be recognized in Granicus' internal system as qualified to receive support and ongoing education services. All Client Representatives are eligible to receive technical support services, regardless of participation in the training program.

3. Support Policy. When Granicus received notification of an issue from Client, a Granicus account manager or technical support engineer will respond directly to the Client via phone or e-mail with (a) an assessment of the issue, (b) an estimated time for resolution, and (c) will be actively working to resolve the issue as appropriate for the type of issue. Notification shall be the documented time that Granicus receives the Client's call or e-mail notifying Granicus of an issue or the documented time that Granicus notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

4. Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

5. Software Enhancements or Modifications. The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Service Agreement, Granicus and Client will use commercially reasonable efforts to perform all tasks in the Statement of Work ("SOW"). Upon the Client's request for such enhancements/modifications, the Client shall prepare a SOW for the specific project that shall define in detail the Services to be performed. Each such SOW signed by both

parties is deemed incorporated in this exhibit by reference. Granicus shall submit a cost proposal including all costs pertaining to furnishing the Client with the enhancements/modifications.

5.1 Documentation. After the SOW has been executed by each party, a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such enhancements or modifications shall become part of the licensed Granicus Software.

5.2 Acceptance. Client understands that all work contemplated by this exhibit is on a "time-and-materials" basis unless otherwise stated in the SOW. Within ten (10) business days of Granicus' completion of the milestones specified in the SOW and delivery of the applicable enhancement/modification to Client, Client will provide Granicus with written notice of its acceptance or rejection of the enhancement/modification, based on the acceptance criteria set forth in the SOW. Client agrees that it will not reject any enhancement/modification so long as it substantially complies with the acceptance criteria.

5.3 Title to Modifications. All such modifications or enhancements shall be the sole property of the Granicus.

6. Limitation of Liability; Exclusive Remedy. IN THE EVENT OF ANY INTERRUPTION, GRANICUS' SOLE OBLIGATION, AND CLIENT'S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS TO USE COMMERCIALY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.

[End of Support Information]

EXHIBIT C

GRANICUS, INC.

HARDWARE EXHIBIT

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the Service Agreement between Granicus and Client, for the sale of the hardware components of the Granicus Solution (the "**Hardware**") by Granicus to Client. This exhibit is an additional part of the Service Agreement and is incorporated therein by reference. This exhibit does not change any term of the Service Agreement except to the extent it is contrary to the Service Agreement. Capitalized terms used but not defined in this exhibit have the meanings given in the Service Agreement.

1. **Purchase Price.** The purchase price for the Hardware shall be the price specified in the Proposal.
2. **Title and Delivery.** Any scheduled ship date quoted is approximate and not the essence of this exhibit. Delivery is F.O.B. Granicus' point of shipment. Granicus will select the shipment method unless otherwise mutually agreed in writing. The risk of loss passes to Client upon delivery to the carrier at Granicus' point of shipment. Granicus retains title to the Hardware until Granicus has received payment in full of all sums due pursuant to this exhibit. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term "sale" or "purchase."
3. **Acceptance.** Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within fifteen (15) days following delivery of the Hardware, constitutes Client's acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications.
4. **Hardware Warranty.** Granicus will provide to Client any warranty provided by the manufacturer with respect to the Hardware. Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials as long as such Hardware is then under the manufacturer's warranty.
5. **Service Response Time.** For hardware issues requiring replacement, Granicus shall respond (via written or verbal acknowledgment) to the request made by the Client within twenty-four (24) hours. Hardware service repair or replacement will occur within seventy-two (72) hours of the request by the Client, not including the time it takes for the part to ship and travel to the Client. The Client shall grant Granicus or its Representatives access to the Hardware for the purpose of repair or replacement at reasonable times. Granicus will keep the Client informed regarding the time frame and progress of the repairs or replacements.
6. **Use of Non-Approved Hardware.** The Granicus platform is designed and rigorously tested based on Granicus-approved hardware. In order to provide the highest level of support, we recommend including Granicus-approved hardware in your solution. However, Granicus does afford clients with the option of utilizing their own hardware, providing that there is successful validation by Granicus technical staff. While it is Granicus' intention to provide clients that use their own hardware with the same level of customer care and continuous software upgrades, this level of service is not guaranteed.
7. **DISCLAIMER OF WARRANTIES.** NOTWITHSTANDING THE MAINTENANCE PROVIDED UNDER SECTION 4 ABOVE, THE SOLE WARRANTY ON THE HARDWARE IS ANY MANUFACTURER'S WARRANTY AS PROVIDED IN SECTION 1 ABOVE, AND GRANICUS DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF

MERCHANTABILITY AND AGAINST INFRINGEMENT, WITH RESPECT TO THE HARDWARE. NO PERSON IS AUTHORIZED TO MAKE ANY WARRANTY OR REPRESENTATION ON BEHALF OF GRANICUS.

8. **LIMITATION OF LIABILITY.** GRANICUS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL GRANICUS' LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS EXHIBIT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID TO GRANICUS BY CLIENT FOR THE HARDWARE.

[end of Hardware Exhibit]

EXHIBIT D

TRADEMARK INFORMATION

Granicus Registered Trademarks ®



Granicus logo as a mark

Granicus®

MediaVault®

Mobile Encoder®

Outcast Encoder®

StreamReplicator®

Granicus Trademark Names ™

Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

VoteCast™ Touch

Client Trademarks

EXHIBIT E

TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

In case of termination by Client or expiration of the Service Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video files on DVR and a compact disc (CD) that contains the index and clip name data in CSV or XML format will be created and sent to the Client. This option may result in an additional charge to Client.
- Option 2: Provide the Content via download from MediaManager or from a special site created by Granicus. This option shall be provided free of charge.
- Option 3: Granicus shall provide the means to pull the content from the MediaVault in CSV or XML format. This option shall be provided free of charge.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days.

FIRST AMENDMENT TO THE GRANICUS SERVICE AGREEMENT BETWEEN GRANICUS, INC. AND THE CITY OF HUNTINGTON PARK, CALIFORNIA

This First Amendment to the Granicus, Inc. Service Agreement dated December 14, 2010, is made and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as “Granicus”), and the city of Huntington Park, CA (hereinafter referred to as “Client”), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement dated December 14, 2010 (the “Agreement”); and

WHEREAS, in addition to Client’s existing solution, Client wishes to add the Granicus Government Transparency Solution as detailed in the Proposal dated May 20, 2015, which is attached as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include an additional three thousand five hundred dollars (\$3,500.00) upfront and five hundred dollars (\$500.00) per month as detailed in Exhibit A. As amended, Client’s Granicus solution shall now include additions to the Agreement as detailed in Exhibit A.
2. Unless earlier terminated in accordance with the Agreement, or extended by the Client, the term of the Agreement shall continue in full force and effect until June 8, 2016. The Agreement shall automatically renew in perpetuity for terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.
3. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
4. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the inconsistency shall be resolved by giving precedence to the documents in the following order:
 - A. Paragraphs set forth in the body of this First Amendment
 - B. Paragraphs set forth in the body of the Agreement

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives,

CITY OF HUNTINGTON PARK, CA

GRANICUS, INC.

By: _____

By: _____

Jason Fletcher
CEO

Date: _____

Date: _____

4832-5583-9524, v. 1

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6-15-15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
ACE INDUSTRIAL SUPPLY INC	1410956	221-8012-429.61-20	HEAVY DUTY DRILL SET	241.66	N
				241.66	
ADAPT CONSULTING, INC.	21854B	285-8050-432.61-20	RECYCLED PENCILS	1,999.95	N
				1,999.95	
AFSCME COUNCIL 36	PPE 6/7/15	802-0000-217.60-10	AFSCME DUES	631.80	Y
				631.80	
ALHAMBRA FOUNDRY CO., LTD	100432	111-8010-431.61-20	1-MANHOLE COVER	323.40	N
				323.40	
ALL CITY MANAGEMENT SERVICES	39313	111-7022-421.56-41	CROSSING GUARD SERVICES	5,221.04	N
				5,221.04	
ALVAKA NETWORKS	154618SA	111-7010-421.56-41	NETWORK MANAGEMENT	1,980.00	N
				1,980.00	
AMERI PRIDE UNIFORM SERVICES INC	1401096772	111-8020-431.16-20	LAUNDRY/RENTAL SERVICE	157.07	N
	1401096772	741-8060-431.61-20	LAUNDRY/RENTAL SERVICE	16.05	N
	1401101965	741-8060-431.43-20	LAUNDRY/RENTAL SERVICE	513.26	N
	1401101965	741-8060-431.61-20	LAUNDRY/RENTAL SERVICE	16.05	N
	1401107019	111-8020-431.16-20	LAUNDRY RENTAL SERVICE	150.44	N
	1401107019	741-8060-431.61-20	LAUNDRY/RENTAL SERVICE	16.05	N
	1401111465	111-8020-431.16-20	LAUNDRY/RENTAL SERVICE	124.86	N
	1401111465	741-8060-431.61-20	LAUNDRY/RENTAL SERVICE	16.05	N
				1,009.83	
AMERICAN EXPRESS	785000071	111-3010-415.61-20	FINANCE EXPENSE	47.10	N
	85189875140	111-3010-415.61-20	FINANCE EXPENSE	143.95	N
	31863113	111-3010-415.61-20	FINANCE EXPENSE	0.50	N
	4/02/2015	111-0210-413.64-00	FINANCE EXPENSE	44.15	N
	30792654	111-0110-411.58-20	CCCA MEMBERSHIP	575.00	N
	515495	111-0210-413.64-00	CITY MANAGER LUNCHES	49.50	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6-15-15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	14470001	111-0230-413.54-00	RECRUITMENT BROCHURE	507.28	N
	421291014871	111-0110-411.58-20	ISCS CONVENTION MAY17-20	291.08	N
	MB001606230	111-0210-413.64-00	RENAISSANCE ESMERALD	34.08	N
	19696	111-0110-411.58-22	RENAISSANCE ESMERALD	769.56	N
	19714	111-0110-411.58-19	RENAISSANCE ESMERALD	513.04	N
	19711	111-0110-411.58-21	RENAISSANCE ESMERALD	513.04	N
	15684	111-0210-413.64-00	RENAISSANCE ESMERALD	1,109.04	N
	19715	111-0110-411.58-20	RENAISSANCE ESMERALD	769.56	N
	19718	111-0110-411.58-23	RENAISSANCE ESMERALD	513.04	N
	85189875147	111-0210-413.64-00	FINANCE EXPENSE	14.14	N
				5,894.06	
AMERICAN FAMILY LIFE ASSURANCE	PPE 6/7/15	802-0000-217.50-40	CANCER INSURANCE	106.58	Y
				106.58	
ANAKAREN MONROY	5214	111-3010-415.61-20	REIMBURSEMENT-SUPPLIES	109.82	Y
				109.82	
ANGELA CORNEJO	4/6/15	111-0110-411.66-05	CITY COUNCIL'S SUPPLIES	38.50	N
				38.50	
APPLIANCE PARTS SPECIALIST	973	111-7020-421.43-10	WASHING MACHINE REPAIRS	525.00	N
	979	111-6022-451.43-10	REFRIGERATOR REPAIRS	425.00	N
				950.00	
ARROYO BACKGROUND INVESTIGATIONS	638	111-7010-421.56-41	BACKGROUND INVESTIGATIONS	800.00	N
				800.00	
AY NURSERY INC.	86429	535-6090-452.61-20	STREET TREE-6621 MARCONI	129.60	N
				129.60	
BENEFIT ADMINISTRATION CORPORATION	6026078-IN	111-0230-413.56-41	ADMIN FEES-MAY 2015	50.00	N
				50.00	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6-15-15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
BLAS BULMARO	52799/53172	111-0000-228.20-00	REFUND-BANQUET HALL	500.00	N
				500.00	
CA PARK & RECREATION SOCIETY, INC.	5/29/15	111-6010-451.64-00	RECREATION LEADER TRAININ	75.00	N
				75.00	
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 5/24/15	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	33,989.25	N
	PPE 5/24/15	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	21,806.19	N
	PPE 5/24/15	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	64,003.76	N
	PPE 7/20/14	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	35,309.72	N
	PPE 7/20/14	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	23,569.70	N
	PPE 7/20/14	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	68,859.92	N
				247,538.54	
CALIFORNIA RESERVE POLICE	8/5/15-8/8/15	111-7010-421.59-20	REGISTRATION-P. WEINRICH	290.00	N
	8/5/15-8/8/15	111-7010-421.59-20	REGISTRATION-J. GUTIERREZ	290.00	N
	8/5/15-8/8/15	111-7010-421.59-20	REGISTRATION-H. LOZANO	290.00	N
	8/5/15-8/8/15	111-7010-421.59-20	REGISTRATION-D. RODRIGUEZ	290.00	N
	8/5/15-8/8/15	111-7010-421.59-20	REGISTRATION-J. MACIAS	290.00	N
				1,450.00	
CARL WARREN & CO.	1678526	745-9031-413.33-70	BODILY INJURY NON-LITIGAT	750.00	N
	1678527	745-9031-413.33-70	PROPERTY DAMAGE	375.00	N
	1678528	745-9031-413.33-70	PROPERTY DAMAGE	375.00	N
	1678529	745-9031-413.33-70	BODILY INJURY	750.00	N
				2,250.00	
CARLOS GOMEZ	HP-S0104	111-6020-451.61-35	CROSSFIT SERVICES-4/25/15	75.00	N
	5/14/15	111-3010-415.61-20	REIMBURSE-MILEAGE& FOOD	82.43	N
	10	745-9030-413.56-41	EMPLOYEE WELLNESS PROGRAM	450.00	N
				607.43	
CCAP AUTO LEASE LTD	5/15/15	226-9010-419.74-20	FIAT-ACCT # 8663327	223.72	N
	5/15/15	226-9010-419.74-20	FIAT-ACCT # 8242957	223.72	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6-15-15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				447.44	
CDW GOVERNMENT, INC.	VL390002	111-7022-421.61-27	IT SUPPLIES- PD	733.09	N
	VL30601	111-7022-421.61-27	IT SUPPLIES- PD	216.88	N
				949.97	
CELL BUSINESS EQUIPMENT	IN1685956	111-9010-419.44-10	COPIER & TONER	140.00	N
	IN1655859	111-7010-421.44-10	REPLACED CK # 189765	427.45	N
				567.45	
CHARTER COMMUNICATIONS	5/31/15-6/30/15	121-7040-421.56-14	CHARTER TV-JAIL	129.74	N
	6/1/15-6/30/15	111-9010-419.61-20	ACCT # 8245 10007 0019175	11.68	N
				141.42	
CITY OF HUNTINGTON PARK - STANDARD	PPE 6/7/15	802-0000-217.50-70	ADD LIFE INSURANCE	741.29	N
				741.29	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 6/7/15	802-0000-217.30-30	SECTION 125	424.00	Y
				424.00	
CITY OF HUNTINGTON PARK GEA	PPE 6/7/15	802-0000-217.60-10	GENERAL EMPL & ASSN DUES	126.25	Y
				126.25	
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 6/7/15	802-0000-217.60-50	LEGAL SHIELD	133.82	N
				133.82	
CITY OF WESTMINSTER	5/29/15	111-6010-451.64-00	REGISTRATION-TRAINING	30.00	N
				30.00	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 6/7/15	802-0000-217.50-40	COLONIAL SUPPLEMEN INS	1,603.40	Y
				1,603.40	
COMPUTER SERVICE COMPANY	3845-00248	221-8014-429.56-41	SERVICE-GAGE & SEVILLE	468.00	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6-15-15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	3845-00251	221-8014-429.56-41	MONTHLY SERVICE-DEC 2014	300.00	N
	3845-00252	221-8014-429.56-41	SERVICE-GAGE & SEVILLE	390.00	N
	3845-00253	221-8014-429.56-41	SERVICE-GAGE & SEVILLE	132.00	N
	3845-00254	221-8014-429.56-41	SERVICE-MILES & BELGRAVE	692.28	N
	3845-00255	221-8014-429.56-41	SERVICE-SLAUSON & MALABAR	130.15	N
	3845-00256	221-8014-429.56-41	SERVICE-SLAUSON & MILES	508.46	N
	3845-00249	221-8014-429.56-41	SERVICE-GAGE & SEVILLE	305.00	N
				2,925.89	
DAILY JOURNAL CORPORATION	B2742506	111-5010-419.54-00	HEARING PUBLICATION	201.60	N
				201.60	
DAPPER TIRE CO.	41947076	741-8060-431.43-20	16 EAGLE TIRES-PD UNITS	1,907.51	N
				1,907.51	
DATA TICKET INC.	61491	111-7065-441.56-41	CITATION PROCESSING	120.30	N
	61441	239-7055-424.56-41	CITATION PROCESSING	106.00	N
				226.30	
DE LAGE LANDEN	45866188	111-9010-419.44-10	COPIER LEASE-ADMIN & HR	167.22	N
	45610852	111-7010-421.44-10	COPIER LEASE-MAY 2015	685.56	N
				852.78	
DEPARTMENT OF ANIMAL CARE & CONTROL	5/15/15	111-7065-441.56-41	HOUSING COST	5,990.60	N
				5,990.60	
DF POLYGRAPH	2015-4	111-7010-421.56-41	POLYGRAPH EXAMINATIONS	1,750.00	N
				1,750.00	
DISH NETWORK	JUN-2015	111-7022-421.44-10	ACCT #8255 7070 8088 1936	64.08	N
				64.08	
EMBASSY SUITES MONTEREY HOTEL	76/15-7/9/15	111-7010-421.59-10	REGISTRATION-R. MARETTI	627.60	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6-15-15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				627.60	
EMPLOYMENT DEVELOPMENT DEPARTMENT	DSC00020435	231-7060-421.61-20	GARNISHMENT ID:1840904192	1,516.92	N
				1,516.92	
ESTELA RAMIREZ	5/25/15-5/28/15	111-6060-466.33-20	AEROBICS & PILATES CLASS	25.20	N
	5/18/15-5/28/15	111-6060-466.33-20	AEROBIC BODY TONING	40.60	N
				65.80	
EVAN BROOKS ASSOCIATES, INC	15005-9	222-4010-431.56-41	FUNDS,BIKE LANE, METRO	8,000.00	N
				8,000.00	
F&A FEDERAL CREDIT UNION	PPE 6/7/15	802-0000-217.60-40	F&A CREDIT UNION	16,591.50	Y
				16,591.50	
FERGUSON ENTERPRISES INC	1921206	111-7020-421.43-10	BATHROOM REPAIRS	111.35	N
				111.35	
FIRST CHOICE SERVICES	750351	111-9010-419.61-20	COFFEE SUPPLIES	89.36	N
				89.36	
GAGE BOWL	4/29/15	239-6060-466.61-20	ASP INTRAMURAL SPORTS	135.00	N
				135.00	
GARDA CL WEST, INC.	10109685	681-3022-415.33-10	ARMORED TRANSPORT SRVCS	636.65	N
				636.65	
GLOBALSTAR USA	100000006456781	111-7022-421.56-41	DATA LINES-ACCT 150018653	53.24	N
				53.24	
GRACIELA ORTIZ	6/24/15-6/26/15	111-0110-411.58-22	TRAVEL PER DIEM	75.00	N
				75.00	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6-15-15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y\N
GRAFFITI PROTECTIVE COATINGS INC.	3326-0415	220-8070-431.56-41	BUS STOP MAINTEN-APRIL 15	6,151.86	N
	2205-0415	111-8095-431.56-75	GRAFFITI-PARKS APRIL 15	6,175.00	N
	1005-0415	111-8095-431.56-75	GRAFFITI REMOVAL-APRIL 15	20,854.34	N
	1005-0415	239-8095-431.56-75	GRAFFITI REMOVAL-APRIL 15	4,333.42	N
				37,514.62	
GRAINGER	9744239139	111-7020-421.43-10	POLICE EXIT GATE MIRROR	123.27	N
	9743653629	111-6022-451.43-10	FLOOR DRAIN GRATE	59.94	N
				183.21	
GUSTAVO HERNANDEZ	6/3/15	111-6020-451.61-35	SUPPLIES-MEMORIAL DAY	23.96	N
				23.96	
HDS WHITE CAP CONSTRUCTION SUPPLY	10003489623	111-8010-431.61-20	CONCRETE TOOLS & SUPPLIES	484.39	N
				484.39	
HERNANDEZ SIGNS, INC.	1317	111-6020-451.61-35	SUMMER CAMP PROMO BANNER	98.10	N
	1409	111-6020-451.61-35	MEMORIAL DAY PROMO BANNER	280.00	N
				378.10	
HINDERLITER DE LLAMAS AND ASSOC	23798-IN	111-9010-419.56-41	CONTRACT SRVCS-SALES TAX	2,976.66	N
				2,976.66	
HOME DEPOT - PARKS & RECREATION	5/25//15	111-6020-451.61-35	GROUNDS MAINTENAN-MAY 15	41.92	N
				41.92	
HOME DEPOT - PD	84391	111-7010-421.61-21	DB SUPPLIES	168.82	N
	5/27/15	111-7030-421.61-20	DB SUPPLIES	114.35	N
				283.17	
HUMANSCALE	2025003	111-3010-415.61-20	FREEDOM TASK CHAIR	604.55	N
				604.55	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6-15-15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 6/7/15	802-0000-217.60-10	POLICE MANAGEMENT DUES	65.00	Y
				65.00	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 6/7/15	802-0000-217.60-10	POLICE OFFICERS ASSN DUES	4,152.57	Y
				4,152.57	
HUNTINGTON PARK RUBBER STAMP CO.	266832-IN	111-0210-413.61-20	NAME PLATE	20.93	N
	267752-IN	111-0210-413.61-20	NAME PLATES	14.39	N
	267752-IN	111-8010-431.61-20	NAME PLATES	14.39	N
				49.71	
HYUNDAI MOTOR FINANCE	JULY 2015	111-0210-413.15-50	ACCT # 1210457940	576.33	N
				576.33	
IBE DIGITAL	34582A	111-1010-411.61-20	KONICA TONER	13.44	N
	34608A	111-1010-411.61-20	KONICA TONER	13.44	N
	34681A	111-1010-411.61-20	KONICA TONER	13.08	N
	34728A	111-1010-411.61-20	WASTE BOTTLE	13.08	N
				53.04	
ILGIA	8/10/15-8/13/15	111-7010-421.59-10	REGISTRATION-E. GUERRERO	250.00	N
	8/10/15-8/13/15	111-7010-421.59-10	REGISTRATION-C. LISNER	250.00	N
	8/10/15-8/13/15	111-7010-421.59-10	REGISTRATION-G. PRADO	250.00	N
	8/10/15-8/13/15	111-7010-421.59-10	REGISTRATION-J. GUTIERREZ	250.00	N
	8/10/15-8/13/15	111-7010-421.59-10	REGISTRATION-D. STAAL	250.00	N
				1,250.00	
INDEPENDENT CITIES ASSOCIATION	7/9/15-7/12/15	111-0110-411.58-19	REGISTRATION-K. MACIAS	650.00	N
	7/9/15-7/12/15	111-0110-411.58-23	REGISTRATION-G. ORTIZ	650.00	N
	7/9/15-7/12/15	111-0110-411.58-22	REGISTRATION-J. PINEDA	650.00	N
	7/9/15-7/12/15	111-0110-411.58-21	REGISTRATION-M SANABRIA	650.00	N
	7/9/15-7/12/15	111-0210-413.59-15	REGISTRATION-E. CISNEROS	650.00	N
				3,250.00	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6-15-15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
JANICE MAZYCK	164073	111-3010-415.61-20	PARKING SUCCESSOR AGENCY	25.00	N
				25.00	
JDS TANK TESTING & REPAIR INC	7499	741-8060-431.43-20	DESIGNATED OPERATOR	135.00	N
				135.00	
JHONNY PINEDA	6/24/15-6/26/15	111-0110-411.58-22	TRAVEL PER DIEM	75.00	N
				75.00	
JOBS AVAILABLE INC	1512018	111-0230-413.54-00	DISPLAY CITY AD	1,158.30	N
				1,158.30	
JONES & MAYER	72284	111-0220-411.32-70	LEGAL SERVICES MARCH 15	77.00	N
				77.00	
JOSE R. NAVARRO JR.	HP-S0072	111-6030-451.61-35	EMPIRE SERVICES-YOUTH BAS	576.00	N
				576.00	
KURT J. CAMP	HP00073	111-7030-421.56-41	LAFIS DATABASE PRINTS	100.00	N
				100.00	
LAC+USC MEDICAL CENTER	4015	111-7030-421.56-16	PATIENT SART TREATMENT	730.00	N
				730.00	
LAN WAN ENTERPRISE, INC	52834	111-9010-419.56-64	WIRELESS DISPLAY ADAPTER	153.42	N
	52822	111-9010-419.56-64	SURFACE PRO W POWER SUPPL	474.90	N
	52802	111-9010-419.56-64	ONSITE/REMOTE SUPP-JUNE15	7,000.00	N
				7,628.32	
LAW OFFICES OF CARPENTER & ROTHANS	25443	745-9031-413.32-70	LEGAL SERVICES	87.50	N
	25578	745-9031-413.32-70	LEGAL SERVICES	70.00	N
				157.50	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6-15-15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
LENTZ LOCKSMITH SERVICE	10824	111-3010-415.61-20	REPLACE NUMERIC KEYPAD	406.80	N
				406.80	
LINGO INDUSTRIAL ELECTRONICS	32235	221-8014-429.61-20	TRAFFIC SIGNAL LAMP	455.18	N
				455.18	
LOGAN SUPPLY COMPANY, INC.	84171	111-8010-431.61-20	EASY REACH PICK UP TOOL	45.47	N
				45.47	
LORRAINE MENDEZ & ASSOCIATES, LLC	168	239-5040-463.56-41	PREPARATION FY 15/16	18,894.64	N
	175	239-5040-463.56-41	HUD GRANTS ADMIN APRIL 15	4,070.02	N
	175	242-5098-463.56-41	HUD GRANTS ADMIN APRIL 15	1,062.50	N
	175	239-5060-463.56-41	HUD GRANTS ADMIN APRIL 15	1,512.32	N
	174	242-5098-463.73-15	CONTRACT ADMIN/TBRA PROGR	660.00	N
	177	242-5098-463.73-15	CONTACT ADMIN/TBRA PROGRA	660.00	N
				26,859.48	
LOS ANGELES COUNTY RR/CC DEPARTMENT	51498/53173	111-0000-228.20-00	REFUND SALT LAKE PARK	500.00	N
				500.00	
LOS ANGELES TIMES	6/21/15-7/7/15	111-0110-411.61-20	ACCT # 010002063419	21.90	N
				21.90	
LUCIA CASTILLO	4/17/15-5/22/15	111-6060-466.33-20	PRE-BALLET	425.60	N
	4/16/15-5/21/15	111-6060-466.33-20	PRE-BALLET, THURS	486.40	N
	4/17/15-5/22/15	111-6060-466.33-20	KINDER BALLET	395.20	N
	4/16/15-5/21/15	111-6060-466.33-20	INT. BALLET THURS	152.00	N
	4/17/15-5/22/15	111-6060-466.33-20	BEG BALLET	668.80	N
				2,128.00	
LYNBERG & WATKINS APC	39572	745-9031-413.32-70	LEGAL SERVICES	589.22	N
	39573	745-9031-413.32-70	LEGAL SERVICES	3,115.73	N
	39575	745-9031-413.32-70	LEGAL SERVICES	5,663.96	N
	51743	745-9031-413.32-70	LEGAL SERVICES	2,165.00	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6-15-15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	51870	745-9031-413.32-70	LEGAL SERVICES	457.90	N
				11,991.81	
MANNING & KASS, ELLROD, RAMIREZ,	416810	745-9031-413.32-70	LEGAL SERVICES	9,067.37	N
				9,067.37	
MARTHA SANTILLAN	52507/53170	111-0000-228.20-00	REFUND-SOCIAL HALL	500.00	N
				500.00	
MATSUMOTO CONSULTING LLC	HP-6/2/15	111-3013-415.56-41	PROFESSIONAL SRVS-MAY 15	13,665.00	N
				13,665.00	
MAYRA REPREZA	51836/53169	111-0000-228.20-00	REFUND-HP COMMUNITY CNTER	500.00	N
				500.00	
MICHAEL ACKERMAN	18054	111-4010-431.64-00	REIMBURSE-ENGINEER LICENS	116.00	N
				116.00	
MICHAEL CHEE	25	111-0210-413.56-41	PUBLIC INFO OFFER SRVCS	1,600.00	N
				1,600.00	
NATION WIDE RETIREMENT SOLUTIONS	PPE 6/7/15	802-0000-217.40-10	DEFERRED COMP	17,526.91	Y
				17,526.91	
NEW CHEF FASHION INC.	786708	111-7010-421.61-21	COPIER LEASE	510.12	N
				510.12	
NORMA URENA	HP-S0103	111-6020-451.61-35	ZUMBA SERVICES	46.50	N
				46.50	
OEM AUTO PAINT SUPPLIES	81738	535-6090-452.61-20	METAL PAINT-ACTIVATOR	145.38	N
				145.38	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6-15-15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
OLDTIMERS FOUNDATION	515-229	219-0250-431.56-43	COMBI SHUTTLE SRVCS-MAY15	35,203.13	N
	515-229	219-0000-340.30-00	PROGRAM INCOME-MAY 2015	-4,477.00	N
	MARCH-2015	741-8060-431.62-30	FLEE FUEL-MARCH 2015	-2,910.17	N
				27,815.96	
OLIVAREZ MADRUGA, LLP	12842	745-9031-413.32-70	LEGAL SERVICES	293.63	N
	12847	745-9031-413.32-70	LEGAL SERVICES	558.10	N
	12848	745-9031-413.32-70	LEGAL SERVICES	256.50	N
	12930	745-9031-413.32-70	LEGAL SERVICES	202.50	N
	12931	745-9031-413.32-70	LEGAL SERVICES	1,114.28	N
	12932	745-9031-413.32-70	LEGAL SERVICES	301.50	N
	12933	745-9031-413.32-70	LEGAL SERVICES	1,152.00	N
	12934	745-9031-413.32-70	LEGAL SERVICES	311.50	N
	12883	111-0220-411.32-70	GENERAL LEGAL SRVC-APR 15	560.63	N
	12884	111-0220-411.32-70	GENERAL LEGAL SRVC-APR 15	9,534.60	N
	12885	111-0220-411.32-70	GENERAL LEGAL SRVC-APR 15	2,109.48	N
	12886	111-0220-411.32-70	GENERAL LEGAL SRVC-APR 15	1,335.18	N
	12887	111-0220-411.32-70	GENERAL LEGAL SRVC-APR 15	57.00	N
	12888	111-0220-411.32-70	GENERAL LEGAL SRVC-APR 15	1,878.71	N
	12889	681-8030-461.32-70	HP v COUNTY/ZOE	38.00	N
	12890	111-0220-411.32-70	GENERAL LEGAL SRVC-APR 15	1,311.00	N
	12891	111-0220-411.32-70	GENERAL LEGAL SRVC-APR 15	2,216.75	N
12892	111-0220-411.32-70	GENERAL LEGAL SRVC-APR 15	7,657.00	N	
12893	745-9031-413.32-70	REYES V HP-APRILL 2015	110.00	N	
				30,998.36	
OLIVIER & DOYLE BODY SHOP	10955	741-8060-431.43-20	REPAIR & REFINISH # 907	977.96	N
				977.96	
OPPORTUNITIES FOR LEARNING	52813/53259	111-0000-228.20-00	REFUND-RAUL PEREZ PARK	500.00	N
				500.00	
PAC HP HOLDINGS LLC	CITY01	111-7022-421.44-10	PD SUBSTATION RENT	231.52	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6-15-15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				231.52	
PARENT PROJECT, INC.	7100	111-7010-421.61-21	YOUTH SERVICES SUPPLIES	978.48	N
				978.48	
PITNEY BOWES	980707	111-9010-419.44-10	ACCT# 4419 6000 20 0	84.73	N
				84.73	
PRADO FAMILY SHOOTING RANGE	7/21-8/1/15	111-7010-421.59-20	REPLACED CK # 190799	45.00	N
				45.00	
PRUDENTIAL OVERALL SUPPLY	50678176	111-8022-419.43-10	MAT RENTAL-CITY HALL	27.98	N
	50699154	111-8022-419.43-10	MAT RENTAL-CITY HALL	27.98	N
	50662902	111-8022-419.43-10	MAT RENTAL-CITY HALL	27.98	N
	50731111	111-8022-419.43-10	MAT RENTAL-CITY HALL	27.98	N
	50740031	111-6010-451.56-41	MAT RENTAL-CITY HALL	40.58	N
	50740032	111-6010-451.56-41	MAT CLEANING SERVICES	74.97	N
	50736018	111-7022-421.61-29	MAT CLEANING SERVICES	16.85	N
				244.32	
PURCHASE POWER	5/14/15	111-9010-419.53-20	ACCT#8000 9090 0355 8108	1,523.83	N
	5/11/15	111-7040-421.56-41	ACCT#8000 9000 0114 2607	22.93	N
				1,546.76	
PYRO ENGINEERING INC.	13391	111-0240-466.55-40	FIREWORKS DISPLAY 10F2	12,500.00	N
				12,500.00	
RICHARD GIL	53061/53260	111-0000-228.20-00	REFUND-PEREZ BANQUET HALL	500.00	N
				500.00	
RICK CURIEL	5/29/15	111-7030-421.61-20	REIMBURSEMENT-K-9 KILO	47.95	N
				47.95	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6-15-15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
RICOH USA, INC.	5036075936	111-6010-451.56-41	COPIER LEASE	142.70	N
				142.70	
ROADLINE PRODUCTS INC	11583	221-8012-429.61-20	PARTS FOR STENCIL TRUCK	664.90	N
				664.90	
RUTAN & TUCKER, LLP	705762	745-9031-413.32-70	LEGAL SERVICES	1,364.26	N
	708276	745-9031-413.32-70	LEGAL SERVICES	8,724.82	N
	715192	745-9031-413.32-70	LEGAL SERVICES	4,372.00	N
	717618	745-9031-413.32-70	LEGAL SERVICES	4,304.62	N
	717615	111-0220-411.32-70	GENERAL LEGAL SERVICES	220.00	N
	717616	681-8030-461.32-70	WRD MATTER	160.00	N
	717831	681-8030-461.32-70	STORMWATER REGULA MATTERS	840.00	N
	717619	681-8030-461.32-70	ZOE AVE SINKHOLE	2,171.35	N
	717620	216-0230-413.32-70	PENSION TAX LEGISLATION	120.00	N
				22,277.05	
SHELL FLEET PLUS	79043758505	111-7022-421.61-27	FUEL PURCHASE-079043758	979.18	N
				979.18	
SMART & FINAL	360	111-6020-451.61-35	MEMORIAL DAY RECEPTION	112.34	N
	487	111-6020-451.61-35	MEMORIAL DAY RECEPTION	80.32	N
	247	239-6060-466.61-20	FOOD SUPPLIES FOR ASP	50.52	N
	58	111-0110-411.66-05	CITY COUNCIL SUPPLIES	53.74	N
	92	111-0110-411.66-05	COUNCIL/ADMIN SUPPLIES	24.32	N
	92	111-0210-413.61-20	COUNCIL/ADMIN SUPPLIES	15.48	N
				336.72	
SOUTHEAST RIO VISTA YMCA	052648/53174	111-0000-347.30-00	REFUND-USE OF GYM	127.50	N
				127.50	
SOUTHERN CALIFORNIA EDISON	3/18/15-4/20/15	681-8030-461.62-20	ACCT # 3 001 1653 07	2,876.34	N
	3/19/15-4/20/15	681-8030-461.62-20	ACCT # 3 001 1653 13	4,011.82	N
	4/6/15-5/6/15	535-8016-431.62-10	VARIOUS ACCOUNTS	16,781.74	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6-15-15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				23,669.90	
SPARKLETTS	14430181043015	111-0230-413.61-20	WATER FOR DEPT MEETINGS	1.82	N
				1.82	
STACY MEDICAL CENTER	3160-12040	111-7022-421.56-15	CUSTODY EXAMS	1,675.00	N
				1,675.00	
STANDARD GLASS & MIRROR	5/27/15	111-6022-451.43-10	DOOR GLASS REPAIR	293.03	N
				293.03	
STANDARD INSURANCE COMPANY	JUNE 2015	802-0000-217.50-70	PRE LIFE INSURANCE-AD&D	7,292.40	N
				7,292.40	
STWS, INC.	62817	111-0000-341.10-00	REFUND-EVENT 6207 PACIFIC	1,381.45	N
	63411	231-0000-342.30-10	REFUND-EVENT 6207 PACIFIC	216.00	N
				1,597.45	
TELEPACIFIC COMMUNICATIONS	67071240-0	111-9010-419.53-10	INTERNET SERVICES	1,164.82	N
	67071240-0	111-7010-421.53-10	INTERNET SERVICES	1,085.15	N
				2,249.97	
THE FORMS DESK, INC.	24659	111-3010-415.61-20	WINDOW ENVELOPES	541.38	N
				541.38	
THE GAS COMPANY	4/9/15-5/8/15	111-6022-451.62-10	ACCT # 038 340 0782	33.85	N
	4/9/15-5/8/15	111-6022-451.62-10	ACCT # 057 261 1221	20.72	N
	4/9/15-5/8/15	111-6022-451.62-10	ACCT # 164 700 4800	123.61	N
	4/9/15-5/8/15	111-6022-451.62-10	ACCT # 180 797 9760	31.89	N
	4/9/15-5/8/15	111-6022-451.62-10	ACCT # 161 800 7700	196.12	N
	4/9/15-5/8/15	111-8022-419.62-10	ACCT # 128 200 7700	125.60	N
	4/9/15-5/8/15	111-8022-419.62-10	ACCT # 162 600 4800	257.74	N
	4/9/15-5/8/15	111-7020-421.62-10	ACCT # 158 400 4800	374.81	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6-15-15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
				1,164.34	
TRAFFIC PARTS	405338	221-8014-429.61-20	LAMPS FOR TRAFFIC SIGNALS	242.27	N
				242.27	
TRIANGLE SPORTS	31127	111-6030-451.61-35	EQUIPMENT- YOUTH BASEBALL	490.50	N
	31171	111-6030-451.61-35	AWARDS-BASKETBALL PROGRAM	392.40	N
	31100	111-6030-451.61-35	UNIFORMS-YOUTH BASEBALL	4,351.28	N
				5,234.18	
TRIMMING LAND CO INC	2756	111-8095-431.56-60	EMERGENCY TREE TRIMMING	2,638.00	N
				2,638.00	
TRUGREEN LANDCARE	7930882	535-6090-452.61-20	WATER MAIN REPAIRED	180.00	N
	7943669A	535-6090-452.56-60	GROUNDS MAINTENAN-MAY 15	7,522.36	N
	7943669A	231-3024-415.56-41	GROUNDS MAINTENAN-MAY 15	1,357.98	N
	7943669A	111-8095-431.56-60	GROUNDS MAINTENAN-MAY 15	10,378.40	N
				19,438.74	
U.S. BANK	PPE 6/7/15	802-0000-217.30-20	PARS PART-TIME	1,743.93	Y
	PPE 6/7/15	802-0000-217.30-20	HP-PARS CITY CONTRIBUTION	2,544.45	Y
	PPE 6/7/15	802-0000-218.10-05	HP-PARS CITY CONTRIBUTION	11,469.03	Y
				15,757.41	
UNIFIED NUTRIMEALS	1029	111-6055-451.57-42	USDA PROGRAM	878.85	N
				878.85	
UNITED PACIFIC WASTE & RECYCLING	1718327	111-8010-431.56-41	COLLECTION-TRASH/RECYCLE	16,680.00	N
				16,680.00	
UNITED WAY OF GREATER	PPE 6/7/15	802-0000-217.60-20	UNITED WAY	15.00	N
				15.00	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6-15-15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y\N
VERIZON WIRELESS	4/17/15-5/16/15	111-0210-413.53-10	ACCT #572557978 0001	229.44	N
				229.44	
VIVIANA SILLAS	52591/53171	111-0000-347.30-00	REFUND-LITTLE KICKER PROG	60.00	N
				60.00	
VULCAN MATERIALS COMPANY	70744359	111-8010-431.61-20	4 TONS OF ASPHALT	1,149.05	N
	70751412	111-8010-431.61-20	2 TONS OF ASPHALT	155.91	N
	70748716	111-8010-431.61-20	2 TONS OF ASPHALT	153.69	N
	70767933	111-8010-431.61-20	1 TON OF ASPHALT	78.09	N
	70758930	111-8010-431.61-20	1 TON OF ASPHALT	78.83	N
	70762873	111-8010-431.61-20	1 TON OF ASPHALT	78.83	N
	70767934	111-8010-431.61-20	1 TON OF ASPHALT	80.31	N
				1,774.71	
WAXIE SANITARY SUPPLY	75286478	111-7020-421.43-10	JANITORIAL SUPPLIES	711.29	N
	75289023	111-7020-421.43-10	JANITORIAL SUPPLIES	425.58	N
	75297317	111-7020-421.43-10	JANITORIAL SUPPLIES	700.23	N
	75294175	111-7020-421.43-10	JANITORIAL SUPPLIES	133.85	N
	75300782	535-6090-452.61-20	JANITORIAL SUPPLIES	535.41	N
				2,506.36	
WELLS FARGO	24323043LGS5L52	111-7010-421.59-10	LACPCA	441.33	N
	24692163T007AHN	111-7010-421.59-10	LACPCA	133.58	N
	244921545S17PXS	111-7010-421.59-30	CRIMINAL MINDSET	75.00	N
	242707440DGD6ZR	111-7010-421.59-10	NATIONAL SEMINARS	398.00	N
	109181297940490	111-6020-451.61-35	EQUIPMENT FOR SUMMER CAMP	59.60	N
	40232	111-6020-451.61-35	FOOD FOR MEMORIAL DAY	204.00	N
	24744553F42JKLB	111-0110-411.66-05	CITY COUNCIL MEETING	20.00	Y
	24692163F00JFL2	111-0210-413.61-20	ADMINISTRATION SUPPLIES	21.99	Y
	24492153HS0TXFF	111-0110-411.61-20	CITY COUNCIL SUPPLIES	59.90	Y
	24493983J61KL6T	111-0110-411.58-23	LEAGUE OF CA CITIES	545.00	Y
	24493983J61KL6T	111-0110-411.58-22	LEAGUE OF CA CITIES	545.00	Y
	24492153MS0WD2Y	111-0110-411.58-20	CCCA-REGISTRATION	575.00	Y

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6-15-15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y/N
	24431063R8ASYQ8	111-0110-411.61-20	CITY COUNCIL EXPENSES	98.20	Y
	24692163P00FTB2	111-0110-411.61-20	SUPPLIES--CITY COUNCIL	11.71	Y
	24692163P008ZWR	111-0210-413.61-20	SUPPLIES-ADMINISTRATION	26.99	Y
	24692163X0088TG	111-0110-411.66-05	CITY COUNCIL EXPENSE	114.00	Y
	24744553X46VPQJ	111-0110-411.66-05	CITY COUNCIL MEETING	15.00	Y
	24692163Y00N3YM	111-0110-411.66-05	CITY COUNCIL'S OPEN HOUSE	168.50	Y
	24744553Y45PZS7	111-0110-411.66-05	CITY COUNCIL'S OPEN HOUSE	55.50	Y
	24239003ZS66LFE	111-0110-411.58-20	WLV ADVANCE DEPOSIT	108.58	Y
	241215740ADNDZZ	111-9010-419.53-10	SQUARE TRADE WARRANTIES	4.58	Y
	241215740BY45GR	111-9010-419.53-10	SQUARE TRADE WARRANTIES	4.58	Y
	241215740DTPGTN	111-9010-419.53-10	SQUARE TRADE WARRANTIES	4.58	Y
	241215740D4A28A	111-9010-419.53-10	SQUARE TRADE WARRANTIES	4.58	Y
	241215740EF4ZA4	111-9010-419.53-10	SQUARE TRADE WARRANTIES	4.58	Y
	241215740QYP86R	111-9010-419.53-10	SQUARE TRADE WARRANTIES	4.58	Y
	24792624060RJJ0	111-0110-411.58-20	ICSC CONVENTION REGISTRAT	720.00	Y
	24692164000SZ9Z	111-0110-411.58-23	CITY COUNCIL EXPENSE	823.11	Y
	24792624660RJM2	111-0110-411.65-20	ICSC MEMBERSHIP	50.00	Y
	24323044AGTS7VA	111-0110-411.66-05	CITY COUNCIL EXPENSE	15.15	Y
	2432344AGTS7VA	111-0110-411.66-05	CITY COUNCIL EXPENSE	65.51	Y
	24744554B434G7T	111-0110-411.66-05	CITY COUNCIL EXPENSE	20.00	Y
	5/18/15	111-0110-411.66-05	FINANCE CHARGE	36.47	Y
				5,434.60	
WELLS FARGO BANK-FIT	PPE 6/7/15	802-0000-217.20-10	WELLS FARGO BANK FIT	49,247.19	Y
				49,247.19	
WELLS FARGO BANK-MEDICARE	PPE 6/7/15	802-0000-217.10-10	WELLS FARGO BANK MEDICARE	6,968.86	Y
				6,968.86	
WELLS FARGO BANK-SIT	PPE 6/7/15	802-0000-217.20-20	WELLS FARGO BANK SIT	16,714.80	Y
				16,714.80	
XEROX CORPORATION	79823671	111-7030-421.44-10	COPIER BASE CHARGE	451.73	N
	79823670	111-8020-431.43-05	CONTRACTUAL SRVCS-XEROX	111.35	N

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
6-15-15**

Payee Name	Invoice Number	Account Number	Description 1	Transaction Amount	Prepaid Y\N
	79823670	285-8050-432.43-05	CONTRACTUAL SRVCS-XEROX	111.35	N
	79823670	681-8030-461.43-05	CONTRACTUAL SRVCS-XEROX	111.34	N
				785.77	
XPRESS FLEETWASH LLC	4604	741-8060-431.43-20	CAR WASH & POLISHED	665.00	N
				665.00	
ZEE MEDICAL, INC.	140698774	111-6010-451.56-41	SUPPLIES FOR 3 PARK SITES	233.10	N
				233.10	
				752,517.36	



CITY OF HUNTINGTON PARK

City Attorney's Office
City Council Agenda Report

June 15, 2015

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

Dear Mayor and Members of the City Council:

RULES OF DECORUM FOR CITY COUNCIL MEETINGS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Review the recommended changes to the Rules of Procedure for City Council Meetings and provide direction on establishing revised rules for the appropriate conduct of City Council meetings, including changes to the written agenda to inform the public of the Rules of Decorum; or
2. Provide alternative direction on topics not covered by the proposed Rules.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At a recent City Council meeting, the City Council requested to review the Rules of Decorum applicable to the orderly operation of the meetings of the City Council. This report will provide the current Rules as set forth in the Council Handbook ("Handbook") and the City Council Rules of Procedure ("Rules"). While these documents address many areas that are usually addressed in Rules of Decorum, the Handbook, adopted January 2, 2009, and the Rules, adopted February 9, 2005, in large part are regulations which were adopted and formulated by other City Councils and have not been examined or reviewed by the current City Council. The purpose of this agenda item is to receive direction on certain areas of decorum to be implemented at City Council meetings.

The Brown Act governs many of the legal requirements of calling for, noticing and conducting City Council meetings. The basic issues of decorum generally focus upon decorum by the City Council and decorum of members of the public/audience attending the City Council meeting.

RULES OF DECORUM FOR CITY COUNCIL MEETINGS

June 15, 2015

Page 2

DISCUSSION OF RULES OF DECORUM FOR CITY COUNCIL MEMBERS

Decorum of members of the City Council are defined by the City Council itself. The Rules adopted in 2005 at section 4.2 read as follows:

4.2 DECORUM AND ORDER - COUNCIL MEMBERS:

a) Any Council Member desiring to speak shall address the Chair and upon recognition by the Presiding Officer, shall confine himself to the question under debate.

b) A Council Member desiring to question the Staff shall address his question to the City Manager or City Attorney in appropriate cases, who shall be entitled either to answer the inquiry himself, or to designate some member of his staff for that purpose.

c) A Council Member, once recognized, shall not be interrupted while speaking unless called to order by the Presiding Officer; unless a Point of Order is raised by another Council Member; or unless the speaker chooses to yield to questions from another Council Member.

d) Any Council Member called to order while he/she is speaking, shall cease speaking immediately until the question of order is determined. If ruled to be in order, he/she shall be permitted to proceed. If ruled to be not in order, he/she shall remain silent or shall alter his/her remarks so as to comply with rules of the Council.

e) Council Members shall accord the utmost courtesy to each other, to City Employees and to the public appearing before the Council and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.

f) Any Council Member may move to require the Presiding Officer to enforce the rules and the affirmative vote of a majority of the Council shall require him to so act.

Additional Rules of Decorum are established by the Rules as set forth in sections 4.8 through 4.10

4.8 LIMITATION OF DEBATE:

As a matter of preferred protocol and courtesy to fellow members of the Council, no Council Member normally should speak more than once upon any one subject until every other Council Member choosing to speak thereon has spoken and no Council Member should speak for an excessive length of time each time he/she has the floor, without the approval of the Council.

RULES OF DECORUM FOR CITY COUNCIL MEETINGS

June 15, 2015

Page 3

4.9 DISSENTS AND PROTESTS:

Any Council Member shall have the right to express dissent from or protest to any action of the Council and have the reason entered in the minutes. If such dissent or protest is desired to be entered in the minutes, this should be made clear by language such as "I would like the minutes to show that I am opposed to this action for the following reasons..."

4.10 RULINGS OF CHAIR FINAL UNLESS OVERRULED:

In presiding over City Council meetings, the Mayor, Mayor Pro Tem, or temporary Presiding Officer shall decide all questions of interpretation of these rules, points of order or other questions of procedure, requiring rulings. Any such decision or ruling shall be final unless overridden or suspended by a majority vote of the Council Members present and voting, and shall be binding and legally effective (even though clearly erroneous) for purpose of the matter under consideration.

One additional Rule of note is set forth in section 3.6, and reads:

3.6 MAINTENANCE OF ORDER:

The Mayor or Presiding Officer is responsible for the maintenance of order and decorum at all times. No person is allowed to speak who has not first been recognized by the Chair. All questions and remarks shall be addressed to the Chair.

As can be seen by the above Rules, the Mayor has the duty and responsibility of running the meeting. The City Council is obligated to respect the position of the Mayor and follow the Rules as expressed above.

The Rules as currently drafted adequately address the Rules of Decorum for City Council Members. If there are additional areas of concern that need to be addressed staff will be able to provide further guidance consistent with the Brown Act, the City Council's current Rules and the Roberts Rules of Order. Upon receiving direction, staff will craft appropriate language consistent with such direction.

DISCUSSION OF RULES OF DECORUM FOR MEMBERS OF THE PUBLIC

Rules of Decorum for members of the public are also addressed, in part, by existing Rules. The pertinent rule is found at section 4.4 and currently reads:

4.4 DECORUM AND ORDER - PUBLIC:

Members of the public attending Council meetings shall observe the same rules of order and decorum applicable to the Council. Any person wishing to address the Council shall, before speaking, announce his/her actual name, address and city of residence, but such address need not be disclosed publicly if to do so would violate the

RULES OF DECORUM FOR CITY COUNCIL MEETINGS

June 15, 2015

Page 4

privacy interests of the speaker. Any person while addressing the Council making obscene, slanderous, impertinent, profane, or similarly offensive and disruptive remarks, or who engages in loud, boisterous, or other disorderly conduct, which disrupts, disturbs, or otherwise impedes the orderly conduct of the public meeting; and any person, while attending the Council meeting, making unauthorized remarks from the audience, or stamping their feet, whistling, yelling, or making similar demonstrations which disrupts, disturbs, or otherwise impedes the orderly conduct of the public meeting, shall, at the discretion of the Presiding Officer, or a majority of the Council, be barred from further audience before the Council during that meeting and/or be removed from the room by the sergeant-of-arms. Aggravated cases shall be prosecuted on an appropriate complaint signed by the Presiding Officer.

RECOMMENDED CHANGE NO. 1 – Modify current Rule set forth in Section 4.4.

It is recommended by the office of the City Attorney that the above rule be modified to read as follows:

4.4 DECORUM AND ORDER - PUBLIC:

*The meetings of the City Council are business meetings governed by the Brown Act and the Rules of Decorum. Members of the public attending Council meetings shall observe the same rules of order and decorum applicable to the Council. Any person wishing to address the Council shall complete a speaker card and turn in the speaker's request card **prior to the start of public oral communications.** Any requests to speak which are turned in late will not be allowed to address the City Council unless a majority of the City Council waives the rules and allows the individual to address the City Council. All individuals addressing the City Council before speaking, shall announce his/her actual name, address and city of residence, but such address need not be disclosed publicly in order to address the Council if to do so would violate the privacy interests of the speaker. All comments from the public must be addressed to the Mayor or Chair of the meeting. Any person while addressing the Council making obscene, slanderous, impertinent, profane, or similarly offensive and disruptive remarks, or who engages in loud, boisterous, or other disorderly conduct, which disrupts, disturbs, or otherwise impedes the orderly conduct of the public meeting; and any person, while attending the Council meeting, making unauthorized remarks from the audience, or stamping their feet, whistling, yelling, *booing, cheering, applauding* or making similar demonstrations which disrupts, disturbs, or otherwise impedes the orderly conduct of the public meeting, shall, at the discretion of the Presiding Officer, or a majority of the Council, *shall be ruled out of order and may be* barred from further audience before the Council during that meeting and/or be removed from the room by the sergeant-of-arms. ~~Aggravated cases shall be prosecuted on an appropriate complaint~~*

RULES OF DECORUM FOR CITY COUNCIL MEETINGS

June 15, 2015

Page 5

~~signed by the Presiding Officer.~~ *Members of the audience in attendance at the Council meeting must refrain from engaging in conversations with other members of the audience or City staff members while the Council meeting is in session. All persons wishing to hold conversations must leave the Council Chambers to engage in such activity. A statement of these Rules of Decorum shall be read at the beginning of the City Council meeting just prior to oral communications.*

RECOMMENDED CHANGE NO. 2 – Read above Rule of Decorum and below Statement of Public Oral Communication at each Council meeting.

It is recommended that the above Rules of Decorum for members of the public being read at each council meeting along with the following statement be read right after presentations and prior to Public Comment:

STATEMENT OF PUBLIC ORAL COMMUNICATIONS: Members of the public interested in addressing the City Council on any agenda item or topic must fill out a form provided at the door, and turn it in to the City Clerk prior to the beginning Oral Communications. Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please be aware that in accordance with State Law, the City Council may not take action or entertain extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

If there are additional Rules of Decorum that the City Council wishes to address, staff will assist in formulating additional rules consistent with Brown Act and other applicable rules of procedure.

RECOMMENDED CHANGE NO. 3 – Include a summary of pertinent Rules of Decorum to be included in each written agenda.

Finally, it is recommended that the text listed below be placed on the written portion of the agenda to further inform the public of the applicable Rules of Decorum.

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

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.

RULES OF DECORUM FOR CITY COUNCIL MEETINGS

June 15, 2015

Page 6

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

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

All of the above recommendations are in compliance with the Brown Act and will provide additional clarity regarding the Rules of Decorum governing City Council meetings.

FISCAL IMPACT/FINANCING

None

CONCLUSION

It is requested that the City Council review the current and proposed changes to the City Council's Rules of Decorum and provide direction and/or approve the recommendations as presented.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



ARNOLD M. ALVAREZ-GLASMAN
City Attorney

ATTACHMENTS

- A. Council Handbook ("Handbook")
- B. The City Council Rules of Procedure ("Rules")

CITY COUNCIL RULES OF PROCEDURE

Adopted by Resolution No. 21201
(February 9, 2005)

TABLE OF CONTENTS

1. MEETINGS	
1.1 Regular Meetings.....	2
1.2 Adjourned Meetings.....	2
1.3 Special Meetings.....	2
1.4 Study Sessions.....	2
1.5 Notice of Meetings.....	2
1.6 Quorum.....	3
1.7 Meetings to be Public.....	3
1.8 Closed Session Procedures.....	4
2. ORDER OF BUSINESS	
2.1 Agenda.....	5
2.2 Delivery of Agenda.....	6
2.3 Roll Call.....	6
2.4 Approval of Minutes.....	7
2.5 Public Hearings.....	7
2.6 Public Comments.....	7
2.7 Consent Calendar.....	8
2.8 Presentation by Members of the Council.....	8
2.9 Tentatively Scheduled Adjournment Time.....	8
3. PRESIDING OFFICER	
3.1 Presiding Officer.....	9
3.2 Call to Order.....	9
3.3 Participation of Presiding Officer.....	9
3.4 Question to be Stated.....	9
3.5 Signing of Documents.....	9
3.6 Maintenance of Order.....	10
4. RULES, DECORUM, AND ORDER	
4.1 Points of Order.....	10
4.2 Decorum and Order - Councilmembers.....	10
4.3 Decorum and Order - Employees.....	11
4.4 Decorum and Order - Public.....	11
4.5 Enforcement of Decorum.....	11

4.6 Personal Privilege.....	12
4.7 Conflict of Interest.....	12
4.8 Limitation of Debate.....	12
4.9 Dissents and Protests.....	12
4.10 Rulings of Chair Final Unless Overruled.....	12

5. ADDRESSING THE COUNCIL

5.1 Manner of Addressing the Council.....	13
5.2 Time Limitation.....	13
5.3 Addressing the Council After Motion is Made.....	13
5.4 Limitations Regarding Public Comments and Reports.....	13
5.5 Written Correspondence.....	14
5.6 Persons Authorized to be Within Platform.....	14

6. MOTIONS

6.1 Processing of Motions.....	15
6.2 Motions Out of Order.....	15
6.3 Division of Question.....	15
6.4 Precedence of Motions.....	15
6.5 Motion to Adjourn.....	15
6.6 Motion to Fix Hour of Adjournment.....	16
6.7 Motion to Table.....	16
6.8 Motion to Terminate Discussion or Call the Question.....	16
6.9 Motion to Amend.....	16
6.10 Motion to Continue.....	16

7. VOTING PROCEDURE

7.1 Voting Procedure.....	16
7.2 Vote Required.....	17
7.3 Roll Call Voting.....	17
7.4 Failure to Vote.....	17
7.5 Reconsideration.....	17
7.6 Motion to Rescind.....	18
7.7 Tie Votes.....	18

8. RESOLUTIONS

8.1 Definitions.....	18
8.2 Resolutions Prepared in Advance.....	19
8.3 Resolutions Not Prepared in Advance.....	19
8.4 Urgency Resolutions.....	19

9. ORDINANCES

9.1 Introduction and Adoption of Ordinances..... 20
9.2 Effective Date..... 20
9.3 Publishing..... 20
9.4 Urgency Ordinances..... 20

10. STUDY SESSIONS

10.1 Schedule of Study Sessions..... 20
10.2 Purpose..... 21
10.3 Open to the Public..... 21
10.4 Closed Study Session Procedures..... 22
10.5 Agenda..... 22

11. STANDING COMMITTEES

11.1 Finance Committee..... 22

PURPOSE, EFFECT, AND AUTHORITY:

In the absence of a rule herein to govern a point or procedure or the making of a motion, Robert's Rules of Order, Newly Revised, shall be used as a guide. The purpose and intent of the City Council in adopting the within rules shall be to provide directory guidelines relating to the conduct of the public business by or on behalf of the City Council, and in the event of any noncompliance with or violation of any provision herein, such will not be deemed to affect the validity of any action taken, unless otherwise specifically provided by law. These rules are intended to be consistent with State law, however, in the event of any inconsistency with State law, State law shall prevail. In the event of any inconsistency between these rules and Robert's Rules of Order, these rules shall control. The scope and effect of these rules shall be determined by the Presiding Officer in conformity with Section 4.11 hereof.

1. MEETINGS:

1.1 REGULAR MEETINGS:

The City Council of Palm Springs shall hold regular meetings in the Council Chamber of the City Hall, 3200 East Tahquitz Canyon Way, Palm Springs, California, on the first and third Wednesdays of each month at 6:00 p.m. (or as amended by the City Council by Ordinance or Resolution). When the day for any regular meeting of the Council falls on a legal holiday, no meeting shall be held on such holiday, but a regular meeting shall be held at the same hour on the next succeeding day thereafter that is not a holiday. (Gov. Code 54954)

1.2 ADJOURNED MEETINGS:

Any meeting may be adjourned to a time, place, and date certain, but not beyond the next regular meeting. Once adjourned, the meeting may not be reconvened.

1.3 SPECIAL MEETINGS:

Special meetings may be called by the Mayor or majority of Councilmembers on 24-hour notice, as set forth in Section 54956 of the Government Code of the State of California. Only matters contained in the notice may be considered and no ordinances (other than urgency ordinances) may be adopted.

1.4 STUDY SESSION:

Study sessions shall be held in conformity with Section 10.

1.5 NOTICE OF MEETINGS:

The Agenda for all regular, adjourned, and special meetings shall be available to the general public and the City Clerk shall cause a copy thereof to be posted at least 72 hours before a regular or adjourned meeting or 24 hours before a special meeting on the exterior bulletin board on the west wall of the City Council Chamber. No other notice of regular meetings or regular study sessions is required. Mailed or personally delivered notice to each member of the City Council and to each local newspaper of general circulation, radio, or television station requesting notice in writing, is required of special meetings. Mailed notice in the manner required for special meetings and posted notice at the place the meeting was held within 24 hours of adjournment is required of meetings adjourned by the City Clerk. Posted notice at the place the meeting was held within 24 hours of adjournment is required of all other adjourned meetings. (Government Code Sections 54955 and 54956)

1.6 QUORUM:

A majority of the Council shall be sufficient to do business and motions may generally be passed 2-1 if only 3 attend. Certain items as specified in Section 7.2, however, require three or four affirmative votes to carry.

1.6.1 Legally Required Participation

If a majority of the Council shall be disqualified to vote on a matter by reason of actual or apparent conflict of interest, the Council shall select by lot or other means of random selection, or by such other impartial and equitable means as the Council shall determine, that number of its disqualified members which, when added to the Councilmembers eligible to vote, shall constitute a quorum. (Gov. Code § 87101)

1.7 MEETINGS TO BE PUBLIC:

Study Session and all regular, adjourned or special meetings of the City Council shall be open to the public (Gov. Code § 54953), provided, however, the Council may hold closed sessions from which the public may be excluded for the consideration of those subjects specified in the Brown Act, principally including, but not limited to:

1.7.1 Personnel Matters:

To consider the appointment, employment, evaluation of performance, or dismissal of a public employee, or to hear complaints or charges brought against such employee by another person or employee unless such employee requests a public hearing. The term "employee" does not include those elected to office or appointed to an office by a legislative body, except that positions such as city manager, city attorney, department head, or other similar administrative officers shall be considered employees. The Council may exclude from any such closed session during the examination of a witness any or all other witnesses in the matter being investigated. (Gov. Code § 54957)

1.7.2 Litigation Matters:

On the advice of legal counsel to discuss litigation when discussion in open session would prejudice the City's position. Litigation is considered pending when a formal action is initiated or when legal counsel believes there is significant exposure to litigation. A closed session may be held to determine whether there is significant exposure to litigation or when the City wishes to initiate litigation. (Gov. Code 54956.9)

Legal counsel must submit to the Council a memorandum stating the specific reasons and legal authority for the closed session. If action has been filed, the memorandum must include the title of the litigation. In all other cases, the memorandum must include existing facts and circumstances on which the pending litigation is based. The memorandum should be submitted prior to the closed session if feasible, but otherwise no later than one week after the closed session. The memorandum is not a public record. (Gov. Code § 54956.9)

1.7.3 Threat to Public Buildings, Services, and Facilities:

With law enforcement officials on matters posing a threat to security of public buildings or a threat to the public's right to access to public services or public facilities. However, closed sessions may not be used to discuss normal and usual police business. (Gov. Code § 54957)

1.7.4 Negotiations for Real Property:

With any negotiator the Council has employed to purchase, sell, exchange, or lease real property. But prior to the closed session, the legislative body must, in open session or by agenda posting, identify the real property about which the negotiations are concerned and the person or persons with whom the negotiator may negotiate. (Gov. Code § 54956.8)

1.7.5 Employee Benefits:

With the local agency's designated representatives (e.g. labor negotiator) regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, or to instruct the representative. (Gov. Code § 54957.6)

1.8 CLOSED SESSION PROCEDURES:

Prior to or after holding any closed session, the Council must state in open session the general reason or reasons for holding the closed session, and may cite the statutory authority or other legal authority under which the session is being held. In the closed session, the Council may consider only those matters covered in its statement. In the case of special, adjourned, and continued meetings, the statement shall be made as part of the notice provided for the meeting. (Gov. Code § 54957.7)

In the case of a closed session regarding the appointment, employment, or dismissal of a public employee, after any closed session, the body must

publicly report at that same public meeting or the next public meeting the action it has taken and any roll call vote thereon. (Gov. Code § 54957.1)

2. ORDER OF BUSINESS

2.1 AGENDA:

The Order of Business of each meeting shall be as contained in the Agenda prepared by the City Clerk, under the general direction of the City Manager. The Agenda shall be a listing containing a brief general description of each item of business to be transacted or discussed at the meeting in the following order:

- Call to Order
- Pledge of Allegiance
- Invocation
- Roll Call
- Presentations
- Approval of the Agenda
- Report of Closed Session
- Public Hearings
- Public Comment
- Councilmember Comments and Requests
- City Manager's Report
- Consent Calendar
- Excluded Consent Calendar
- Legislative Items
- Unfinished Business
- New Business
- Councilmember Comments and Reports
- Adjournment

Items may not be taken out of order, except with the majority consent of the Council.

The City Clerk, under the general direction of the City Manager, shall place other agency business (Community Redevelopment Agency, Housing Authority, etc.) in any manner for the efficient conduct of the meeting.

2.1.1 Agenda Description:

The agenda must include a brief general description sufficient to inform the public of the subject matter and nature of the proposed action for each item of business to be transacted or discussed at the meeting. Limited discussion of matters not listed on the agenda may be permitted under the Councilmember Comments and Requests and Councilmember Comments and Reports sections of the agenda but action may not be taken on such

matters. See Sections 2.6 and 2.8 for further explanation of the discussion permitted on such Reports and Requests items.

2.1.2 No Action on Matters Not On Agenda: Exceptions.

No action shall be taken on any item not appearing on the posted agenda except in the following circumstances (Gov. Code § 54954):

- a) Upon a determination by a majority vote of the Council that an emergency situation exists, as defined in Government Code Section 54956.5;
- b) Upon a determination by a two-thirds vote of the City Council, or, if less than two-thirds of the Councilmembers present, a unanimous vote of those Councilmembers present, that the need to take action arose subsequent to the agenda being posted; or
- c) The item appeared on a posted agenda for a prior Council meeting occurring not more than five calendar days previously and at the prior meeting the item was continued to the current meeting.

The facts to support the determinations in a) and b) above shall be stated in the staff report, a supplemental staff report, or the minutes of the meeting at which the action was taken.

2.2 DELIVERY OF AGENDA:

Barring insurmountable difficulties, the Agenda shall ordinarily be delivered to Councilmembers each Friday preceding the Wednesday meeting to which it pertains.

The Agenda shall also be available to the general public and the City Clerk shall cause a copy thereof to be posted at least 72 hours before a regular or adjourned meeting or 24 hours before a special meeting on the exterior bulletin board on the west wall of the City Council Chamber.

2.3 ROLL CALL:

Before proceeding with the business of the Council, the City Clerk shall call the roll of the Councilmembers and the names of those present shall be entered in the minutes. The order of roll call shall be alphabetical with the Mayor called last.

2.4 APPROVAL OF MINUTES:

Unless requested by a majority of the City Council, minutes of the previous meeting may be approved without public reading if the City Clerk has previously furnished each Councilmember with a copy thereof.

2.5 PUBLIC HEARINGS:

Generally, public hearings, other than those of a quasi-judicial nature, shall be conducted in the following order:

Staff Report

Initial Questions and Clarifications by the City Council

Hearing Opened:

Applicant (10-minute time limit)

Appellant (if different than the Applicant) (10-minute time limit)

Public Testimony (3-minute time limit)

Applicant Rebuttal (2-minute time limit)

Appellant Rebuttal (2-minute time limit)

Questions and Discussion by the City Council

Action by the City Council

Questions or comments from the public shall be limited to the subject under consideration. Councilmember questions of the staff prior to the opening of the public hearing and of the public prior to the close of the public hearing should be factual and seek pertinent information; Councilmember questions and comments should not be argumentative and Councilmembers should not get into debates with staff or those members of the public testifying at a public hearing. Councilmembers should not express their opinions on an item prior to the close of the public hearing, as Councilmembers should not form or express an opinion until after all testimony has been received.

Depending upon the extent of the agenda, and the number of persons desiring to speak on an issue, the Mayor may, at the beginning of the hearing, limit testimony, but in no event less than 3 minutes per individual. Any person may speak for a longer period of time, upon approval of the City Council, when this is deemed necessary in such cases as when a person is speaking as a representative of a group, or has graphic or slide presentations requiring more time. (Gov. Code § 54954.3)

Quasi-judicial hearings shall be conducted in accordance with the principles of due process, and the City Attorney shall advise the City Council in this regard.

2.6 PUBLIC COMMENTS:

During the Public Comments portion of the meeting any person may address the Council on any subject pertaining to City business, whether

listed on the agenda or not, except at special meetings Public Comments shall be limited to matters appearing on the agenda. All public comments shall be on matters within the jurisdiction of the City. A limitation of 3 minutes shall be imposed upon each person so desiring to address the Council during the Public Comments designation on the agenda. (Gov. Code § 54954.3)

2.7 CONSENT CALENDAR:

Items of a routine nature, and non-controversial, shall be placed on the consent calendar. All items may be approved by one blanket motion upon unanimous consent. Under "Approval of the Agenda" any Councilmember may request that any item be withdrawn from the consent calendar for separate consideration. However, any Councilmember may abstain or vote "no" from voting on any consent calendar item without requesting its removal from the consent calendar, and the City Clerk shall be instructed to record such abstentions in the minutes.

2.8 PRESENTATION BY MEMBERS OF THE COUNCIL:

The Mayor or any Councilmember may bring before the Council any new business under the Councilmember Comments and Requests or Reports portion of the Agenda. Limited discussion of such requests may be permitted as necessary to find out what action staff is taking with respect to the matter, or to determine if the matter should be placed on a future Council agenda for discussion and action, if appropriate. No action may be taken on such matters until a subsequent meeting, except upon compliance with the provisions of Section 2.1.1.

2.8.1 Conflict of Interest:

If a Councilmember seeks to agendize a matter, and it is found prior to the matter being heard that such Councilmember has, or may have, a conflict of interest such that the Councilmember will abstain on the matter, the matter shall not be heard until a Councilmember without a real or potential conflict requests that the matter be heard. The provisions of Municipal Code Chapter 2.05 and Section 9410 of the Palm Springs Zoning Ordinance apply concerning appeals, and the time limitations prescribed therein.

2.9 TENTATIVELY SCHEDULED ADJOURNMENT TIME:

The tentatively scheduled adjournment time for all regular meetings and study sessions shall be 10:00 p.m. The City Council may continue the meeting past the 10:00 p.m. tentatively scheduled adjournment time, by a majority vote of the City Council.

3. PRESIDING OFFICER

3.1 PRESIDING OFFICER:

The Mayor shall be the Presiding Officer at all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of both the Mayor or Mayor Pro Tem, the Council shall elect a temporary presiding officer to serve until the arrival of the Mayor or Mayor Pro Tem or until adjournment.

In accordance with the Palm Springs City Charter Section 302, at the first regular City Council meeting following a general municipal election, in which newly elected Councilmembers are sworn and seated, and at the first regular City Council meeting following the anniversary of that date for any year in which no general municipal election is held, the City Council shall designate one of its members as Mayor Pro Tempore, who shall serve in such capacity at the pleasure of the City Council. The Mayor Pro Tempore shall perform the duties of the Mayor during any period of the Mayor's absence or disability.

3.2 CALL TO ORDER:

The meeting of the Council shall be called to order by the Mayor or in his absence by the Mayor Pro Tem. In the absence of both the Mayor and the Mayor pro tem, the meeting shall be called to order by the City Clerk, whereupon the City Clerk shall immediately call for the selection of a temporary Presiding Officer.

3.3 PARTICIPATION OF PRESIDING OFFICER:

The Presiding Officer may move, second, and debate from the Chair, subject only to such limitations of debate as are imposed on all Councilmembers, and he/she shall not be deprived of any of the rights and privileges of a Councilmember by reason of his acting as Presiding Officer.

3.4 QUESTIONS TO BE STATED:

The Presiding Officer shall verbally restate each question immediately prior to calling for the vote. Following the vote, the Presiding Officer shall verbally announce whether the question carried, or was defeated. The Presiding Officer shall also publicly state the effect of the vote for the benefit of the audience before proceeding to the next item of business.

3.5 SIGNING OF DOCUMENTS:

The Mayor, or Mayor Pro Tem in the absence of the Mayor, shall have authority to sign all ordinances, resolutions, contracts, deeds, easements, licenses, covenants, and other documents on behalf of the City, but such

authority may be delegated to the City Manager as provided in Section 2.08.020 of the Municipal Code, and Resolution 20271, as they may be amended from time to time.

The City Clerk, or the Deputy City Clerk in the absence of the City Clerk, shall attest to the signature of the Mayor or Mayor Pro Tem.

3.6 MAINTENANCE OF ORDER:

The Mayor or Presiding Officer is responsible for the maintenance of order and decorum at all times. No person is allowed to speak who has not first been recognized by the Chair. All questions and remarks shall be addressed to the Chair.

4. RULES, DECORUM, AND ORDER

4.1 POINTS OF ORDER:

The Presiding Officer shall determine all Points of Order subject to the right of any Councilmember to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the Presiding Officer be sustained?" in which event a majority vote shall govern and conclusively determine such question of order.

4.2 DECORUM AND ORDER - COUNCILMEMBERS:

- a) Any Councilmember desiring to speak shall address the Chair and upon recognition by the Presiding Officer, shall confine himself to the question under debate.
- b) A Councilmember desiring to question the Staff shall address his question to the City Manager or City Attorney in appropriate cases, who shall be entitled either to answer the inquiry himself, or to designate some member of his staff for that purpose.
- c) A Councilmember, once recognized, shall not be interrupted while speaking unless called to order by the Presiding Officer; unless a Point of Order is raised by another Councilmember; or unless the speaker chooses to yield to questions from another Councilmember.
- d) Any Councilmember called to order while he is speaking, shall cease speaking immediately until the question of order is determined. If ruled to be in order, he shall be permitted to proceed. If ruled to be not in order, he shall remain silent or shall alter his remarks so as to comply with rules of the Council.
- e) Councilmembers shall accord the utmost courtesy to each other, to City Employees and to the public appearing before the Council and shall refrain at all times from rude and derogatory remarks,

reflections as to integrity, abusive comments, and statements as to motives and personalities.

- f) Any Councilmember may move to require the Presiding Officer to enforce the rules and the affirmative vote of a majority of the Council shall require him to so act.

4.3 DECORUM AND ORDER - EMPLOYEES:

Members of the Administrative Staff and employees of the City shall observe the same rules of procedure and decorum applicable to members of the Council. The City Manager shall insure that all City Employees observe such decorum. Any staff member, including the City Manager, desiring to address the City Council or members of the public shall first be recognized by the Chair. All remarks shall be addressed to the Chair and not to any one individual Councilmember or member of the public.

4.4 DECORUM AND ORDER - PUBLIC:

Members of the public attending Council meetings shall observe the same rules of order and decorum applicable to the Council. Any person wishing to address the Council shall, before speaking, announce his/her actual name, address and city of residence, but such address need not be disclosed publicly if to do so would violate the privacy interests of the speaker. Any person while addressing the Council making obscene, slanderous, impertinent, profane, or similarly offensive and disruptive remarks, or who engages in loud, boisterous, or other disorderly conduct, which disrupts, disturbs, or otherwise impedes the orderly conduct of the public meeting; and any person, while attending the Council meeting, making unauthorized remarks from the audience, or stamping their feet, whistling, yelling, or making similar demonstrations which disrupts, disturbs, or otherwise impedes the orderly conduct of the public meeting, shall, at the discretion of the Presiding Officer, or a majority of the Council, be barred from further audience before the Council during that meeting and/or be removed from the room by the sergeant-of-arms. Aggravated cases shall be prosecuted on an appropriate complaint signed by the Presiding Officer.

4.5 ENFORCEMENT OF DECORUM:

The Chief of Police shall be ex-officio sergeant-of-arms of the Council. The Chief shall carry out all orders and instructions given by the Presiding Officer for the purpose of maintaining order and decorum in the Council Chamber. Upon instructions from the Presiding Officer, it shall be the duty of the Chief of Police or his representative to eject any person from the Council Chamber or place him under arrest or both.

As set forth in Government Code Section 54957.9, in the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible, and order cannot

be restored by the removal of individuals who are willfully interrupting the meeting, the members of the Council may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the Council from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

4.6 PERSONAL PRIVILEGE:

The right of a member to address the Council on a question of personal privilege shall be limited to cases in which his integrity, character, or motives, are assailed, questioned or impugned.

4.7 CONFLICT OF INTEREST:

All Councilmembers are subject to the provisions of California Law, such as Chapter 7, Title 9, of the California Government Code, relative to conflicts of interest, and to Conflict of Interest Codes adopted by resolution of the Council. Any Councilmember prevented from voting because of a conflict of interest, shall refrain from debate and voting. Such Councilmember shall leave City Council Chamber during debate and voting on the issue, but shall be free to address the Council as a private citizen on the matter.

4.8 LIMITATION OF DEBATE:

As a matter of preferred protocol and courtesy to fellow members of the Council, no Councilmember normally should speak more than once upon any one subject until every other Councilmember choosing to speak thereon has spoken and no Councilmember should speak for an excessive length of time each time he has the floor, without the approval of the Council.

4.9 DISSENTS AND PROTESTS:

Any Councilmember shall have the right to express dissent from or protest to any action of the Council and have the reason entered in the minutes. If such dissent or protest is desired to be entered in the minutes, this should be made clear by language such as "I would like the minutes to show that I am opposed to this action for the following reasons..."

4.10 RULINGS OF CHAIR FINAL UNLESS OVERRULED:

In presiding over City Council meetings, the Mayor, Mayor Pro Tem, or temporary Presiding Officer shall decide all questions of interpretation of these rules, points of order or other questions of procedure, requiring rulings. Any such decision or ruling shall be final unless overridden or

suspended by a majority vote of the Councilmembers present and voting, and shall be binding and legally effective (even though clearly erroneous) for purpose of the matter under consideration.

5. ADDRESSING THE CITY COUNCIL

5.1 MANNER OF ADDRESSING THE COUNCIL:

Speaker cards shall be available at the meeting, and persons desiring to address the Council shall be requested to complete a card and give it to the City Clerk PRIOR to the hearing of the item, or the beginning of the public comment period. The City Clerk shall give all speaker cards to the presiding officer, who shall call each person to the microphone. The person recognized by the presiding officer shall proceed to the podium.

All remarks and questions shall be addressed to the Chair and not to any individual Councilmember, staff member or other person. During a public hearing, all remarks shall be limited to the subject under consideration. No person shall enter into any discussion without being recognized by the Presiding Officer.

Persons who have not completed a speaker card shall identify themselves to the City Clerk as wishing to speak PRIOR to hearing the Item or prior to the beginning of the public comment period. Those persons shall be heard after the presiding officer has called upon all speakers who submitted a speaker card. Such persons shall state their name and address for the record.

5.2 TIME LIMITATION:

Unless further time has been granted by the Presiding Officer as provided in Sections 2.5 or 5.4, any member of the public desiring to address the Council shall limit his remarks as follows: (See 2.6) (Gov. Code § 54954.3)

- a) Three (3) minutes during public hearings;
- b) Three (3) minutes during the public comment period.

5.3 ADDRESSING THE COUNCIL AFTER MOTION IS MADE:

After a motion has been made, or after a public hearing has been closed, no person shall address the Council without first securing permission by a majority vote of the Council.

5.4 LIMITATIONS REGARDING PUBLIC COMMENTS AND REPORTS:

The making of oral communications to the Council by any member of the public during the "Public Comments" portions of the agenda shall be subject to the following limitations:

- 5.4.1 At any time, before or after the oral communication is commenced, the Presiding Officer may if he deems it preferable, direct that the communication be made instead either to the City Manager or other appropriate staff member during regular business hours, or in writing for subsequent submittal to Councilmembers, pursuant to Section 5.5.
- 5.4.2 Except in the case of public hearings (see Section 2.5) if it appears that several speakers desire to speak regarding a single topic, the Presiding Officer may reasonably limit the number speaking as to each side of an issue. In this regard, preference may be given to speakers who represent groups of persons who have designated a spokesperson.
- 5.4.5 No oral communication shall be allowed to include charges or complaints against any employee of the City, regardless of whether such employee is identified in the presentation by name or by any other reference which tends to identify him/her. All charges or complaints against employees shall be submitted to the City Manager for appropriate action, and may also be submitted to members of the Council by written communication.

5.5 WRITTEN CORRESPONDENCE:

The City Manager is authorized to receive and open all mail addressed to the Council as a whole and give it immediate attention to the end that all administrative business referred to in said communications, and not necessarily requiring Council action, may be disposed of between Council meetings. A copy of such communication shall be sent to each Councilmember marked "Information Only."

Any communication relating to a matter pending, or to be brought, before the City Council, shall be included in the agenda packet for the meeting at which such item is to be considered. Letters of appeal from administrative or commission decisions shall be processed under applicable provisions of the Municipal Code, or other ordinances.

Copies of all other communications sent to the Council will be transmitted to them. Any matter requiring Council action shall be placed on a meeting agenda for Council action.

5.6 PERSONS AUTHORIZED TO BE WITHIN PLATFORM:

No person except City officials shall be permitted within the platform area in front of the Council table without the invitation or consent of the Presiding Officer.

6. MOTIONS

6.1 PROCESSING OF MOTIONS:

When a motion is made and seconded, it shall be stated by the Presiding Officer before debate. A Motion so stated shall not be withdrawn by the mover without the consent of person seconding it.

6.2 MOTIONS OUT OF ORDER:

The Presiding Officer may at any time, by majority consent of the Council, permit a Councilmember to introduce an ordinance, resolution, or motion, out of the regular Agenda order.

6.3 DIVISION OF QUESTION:

If the question contains two or more divisible propositions, the Presiding Officer may, and upon request of a Councilmember shall (unless appealed), divide the same.

6.4 PRECEDENCE OF MOTIONS:

When a motion is before the Council, no motion shall be entertained except the following which shall have precedence in the following order:

- a. Adjourn
- b. Fix Hour of Adjournment
- c. Table
- d. Limit or terminate discussion
- e. Amend
- f. Postpone

6.5 MOTION TO ADJOURN: (not debatable)

A motion to adjourn shall be in order at any time, except as follows:

- a. When repeated without intervening business or discussion.
- b. When made as an interruption of a Councilmember while speaking,
- c. When discussion has been ended, and vote on motion is pending, and
- d. While a vote is being taken.

A motion to adjourn "to another time" shall be debatable only as to the time to which the meeting is adjourned.

6.6 MOTION TO FIX HOUR OF ADJOURNMENT:

A motion to fix the hour of adjournment shall be to set a definite time at which to adjourn and shall be undebatable and shall be unamendable except by unanimous vote.

6.7 MOTION TO TABLE:

A motion to table shall be used to temporarily by-pass the subject. A motion to table shall be undebatable and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be "taken from the table" at any time prior to the end of the meeting. If not taken from the table the matter shall die but may be placed on a future agenda as a new matter.

6.8 MOTION TO TERMINATE DISCUSSION OR CALL THE QUESTION:

Such a motion shall be used to limit or close debate on, or further amendments to, the main motion and shall be undebatable. If the motion fails, debate shall be reopened; if the motion passes, a vote shall be taken on the main motion.

6.9 MOTION TO AMEND:

A motion to amend shall be debatable only as to amendment. A motion to amend an amendment shall be in order, but a motion to amend an amendment to an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. A substitute motion on the same subject shall be acceptable, and voted on before a vote on the amendment. Amendments shall be voted first, then the main motion as amended.

6.10 MOTION TO CONTINUE:

Motions to continue to a definite time shall be amendable and debatable as to propriety of postponement and time set.

7 VOTING PROCEDURE

7.1 VOTING PROCEDURE:

In acting upon every motion, the vote shall be taken by voice or roll call or any other method by which the vote of each Councilmember present can be clearly ascertained. The vote on each motion shall then be entered in full upon the record. The City Clerk shall vary the order of voting with the Mayor voting last. The City Clerk shall call the names of all Councilmembers seated when a roll call vote is ordered or required. Councilmembers shall respond "aye," "no," or "abstain", provided that

when a vote is collectively taken by voice or when a method of voting other than by voice or roll call is used, any Councilmember not audibly and clearly responding "no" or "abstain" or otherwise registering an objection shall have his vote recorded as "aye."

7.2 VOTE REQUIRED:

Generally, items before the Council require a majority of a quorum of affirmative votes in order to carry. Certain motions, when specified in state law, require a majority of the membership of the Council, or a supermajority of four affirmative votes. (Gov. Code § 36936). For illustrative purposes only, these requirements are as follows:

- a) Three (3) votes:
 - i) Ordinances;
 - ii) Resolutions and orders for the payment of money;
 - iii) Contracts involving payments by City over One Hundred Thousand Dollars (\$100,000).

- b) Four (4) votes:
 - i) Motions to condemn property;
 - ii) Motions to overrule a majority protest to the formation of an assessment district;
 - iii) Motions to add an item to the agenda;
 - iv) Urgency ordinances.

7.3 ROLL CALL VOTING:

Any question before the Council shall not require a roll call vote unless demanded by any Councilmember. It shall not be in order for Councilmembers to explain their vote during roll call. Any Councilmember may change his vote before the next order of business.

7.4 FAILURE TO VOTE:

Every Councilmember should vote unless disqualified for cause. If a Councilmember is required to vote despite a disqualifying conflict of interest, in order to achieve a quorum, the Councilmember shall state the reason which shall be recorded in the minutes.

When a vote is collectively taken by voice, any Councilmember not audibly and clearly responding "no" or "abstain" shall have his or her vote recorded as "aye."

7.5 RECONSIDERATION:

Except for votes regarding matters which are quasi-judicial in nature or matters which require a noticed public hearing, the Council may reconsider any vote taken either at the same meeting or at a subsequent meeting provided that there has not been detrimental reliance on the prior

decision by a person affected thereby or that an action has been taken as a part of the earlier decision which would be impossible to undo. The motion to reconsider must be made by a Council Member who voted on the prevailing side, must be seconded and requires a majority vote of the quorum for passage, regardless of the vote required to adopt the motion being reconsidered. If the motion to reconsider is successful, the matter to be reconsidered takes no special preference over other pending matters and any special voting requirements related thereto still apply. Except pursuant to a motion to reconsider, once a matter has been determined and voted upon, the same matter cannot be brought up again.

7.6 MOTION TO RESCIND:

Any Councilmember, regardless of how he voted on the item originally, may move to rescind an action taken at a previous meeting in order to strike out an entire motion, resolution, rule, bylaw, section, or paragraph that has been adopted except in the following circumstances:

- a) When there has been detrimental reliance on the original decision by a party affected thereby;
- b) When something has been done, as a result of the original decision, which it would be impossible to undo;
- c) When the item is in the nature of a contract and the other party to the contract has been informed of the vote and has taken action in reliance thereon which cannot be undone.

After a motion to rescind has once been acted upon, no other motion to rescind shall be made without unanimous consent of the Council.

7.7 TIE VOTES:

Tie votes shall be lost motions. When all Councilmembers are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal, unless the Council takes other action to further consider the matter. If a tie vote on any matter results at a time when less than all members of the Council are present, the matter shall automatically be continued to the agenda of the next regular meeting of the Council, unless otherwise ordered by the Council.

8. RESOLUTIONS

8.1 DEFINITIONS:

As a rule of thumb, it can be said that legislative acts of the City Council (usually a rule of public conduct for long-term application) are taken by ordinance, whereas more routine business and administrative matters (usually more temporary and transitory in nature) are accomplished by "resolutions." The term "resolution" in its general sense will denote any

action taken affirmatively via a vote of the Council, other than one taken by ordinance. As used in this City, however, three terms are in general use to denote such (non-ordinance) actions: "resolution," "minute order," and "motion" (hereafter recorded by minute entry). Technically, all three are equally as legally effective and binding; they vary only in the formality of respective memorialization. The most formal is referred to as a "resolution." This, in addition to being referenced in the minutes, will be recorded by separate document, numbered in sequence and preserved in a separate set of books. Such "resolutions" are used for various reasons, such as when specifically required by law, when needed as a separate evidentiary document to be transmitted to another governmental agency, or where the frequency of future reference back to its contents warrants a separate document (with the additional "whereas" explanatory material it often recites) to facilitate such future reference and research.

A "minute order" denotes a separate document which is also maintained in a separate set of books, under a system of sequential numbering, and is referenced in the minutes; however, the "minute order" is drafted far more briefly than a "resolution" and is distinguished from a mere minute entry only by the need, in general, to have a separate document to facilitate certain administrative processes to which it pertains.

The "motion" (assuming it was one which passed) is a Council action which is recorded simply by an item entry in the minutes of the meeting at which it was accomplished, and no separate document is made to memorialize it.

8.2 RESOLUTIONS PREPARED IN ADVANCE:

Where a resolution has been prepared in advance, the procedure shall be: motion, second, discussion, vote pursuant to methods prescribed in Section 7.1, and the result declared. It shall not be necessary to read a resolution in full or by title except to identify it.

8.3 RESOLUTIONS NOT PREPARED IN ADVANCE:

Where a resolution has not been prepared in advance, the procedure shall be to instruct the City Manager or the City Attorney to prepare a resolution for presentation at the next Council meeting.

8.4 URGENCY RESOLUTIONS:

In matters of urgency, a resolution may be presented verbally in motion form together with instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure in 8.2 above shall be followed.

Urgency resolutions shall be avoided except when absolutely necessary; and shall be avoided entirely when resolutions are required by law, such

as in improvement acts, zoning matters, or force account work on public projects.

9. ORDINANCES

9.1 INTRODUCTION AND ADOPTION OF ORDINANCES:

Ordinances shall not be passed within five days of their introduction, nor at other than a regular meeting or at an adjourned regular meeting. However, an urgency ordinance may be passed immediately upon introduction and either at a regular or special meeting. Except when, after reading the title, further reading is waived by regular motion adopted by a majority vote of the Councilmembers present, all ordinances shall be read in full either at the time of introduction, or passage. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a regular or at an adjourned regular meeting held at least five days after alteration. Corrections of typographical or clerical errors are not alterations within the meaning of this section.

9.2 EFFECTIVE DATE:

All ordinances, except as provided in Section 36937 of the Government Code, shall take effect 30 days after adoption, but may be made operative at such later date as may be designated in the ordinance.

9.3 PUBLISHING:

It shall be the duty of the City Clerk to publish all ordinances in accordance with Section 36933 of the Government Code within 15 days after adoption.

9.4 URGENCY ORDINANCES:

All urgency ordinances must receive four (4) affirmative votes to be adopted and to become effective immediately. If such an ordinance fails to receive a 4/5 majority, it may thereafter be considered and passed in the same manner as regular ordinances.

10. STUDY SESSIONS

10.1 SCHEDULE OF STUDY SESSIONS:

The City Council shall meet in regular Study Session at those times specified by resolution of the Council. Study Sessions shall be held in the City Hall Council Chamber. The Study Session shall include a closed session.

10.2 PURPOSE:

A quorum of Councilmembers is required in order to hold a study session. A study session of the Council shall be subject to the procedures and limitations set forth in this Article, but shall be treated as a regular Council meeting under the Ralph M. Brown Act (Gov. Code § 54950 et seq.), the provisions of which shall apply with full force and effect to study sessions.

Study sessions are held for the following purposes:

- a) Reviewing the agenda for the upcoming Council meeting;
- b) Discussing matters to determine whether they should be on future Council agendas;
- c) Discussing matters preparatory to placing them on a future Council agenda so that staff will know what information the Council wishes analyzed or included in the staff report;
- d) Deciding matters of an emergency nature which cannot be held to a future Council meeting;
- e) Meeting and conferring with City commissions, civic organizations and City officials relative to pending City business; and
- f) Conducting minor cleanup, administrative, housekeeping, and ministerial activities of limited consequence such as responding to correspondence, arranging for substitute attendance of Councilmembers and staff at meetings, arranging to meet with boards, bodies, commissions, and others, and similar matters.

Normally, no action will be taken on study session topics. In the event any action is taken, for example as permitted in subsection (d) above, the matter shall be placed on the consent calendar at the next available Council agenda for ratification, and the matter shall be ratified, unless the matter is removed from the consent calendar and a motion to rescind is properly made, is in order, and is adopted in the manner provided herein.

10.3 OPEN TO THE PUBLIC:

Study Sessions shall at all times be open to the public and the news media (Gov. Code § 54953), except for closed sessions held for those purposes specified in the Brown Act, as more fully discussed in Section 1.7 above.

10.4 CLOSED STUDY SESSION PROCEDURES

Prior to or after holding any closed study session, the Council must state in open session the general reason or reasons for holding the closed session, and may cite the statutory authority or other legal authority under which the session is being held. In the closed session, the Council may consider only those matters covered in its statement. (Gov. Code § 54957.7)

In the case of a closed session regarding the appointment, employment, or dismissal of a public employee, after any closed session, the body must publicly report at that same public meeting or the next public meeting the action it has taken and any roll call vote thereon. (Gov. Code § 54957.1)

10.5 AGENDA:

The City Clerk under the general direction of the City Manager shall be responsible for preparing an agenda of items for discussion at each study session. Just as in the case of a regular City Council meeting, no action may be taken at a study session on an item that is not included on the agenda. For a full discussion of agenda requirements and exceptions see Section 2 above.

11. STANDING COMMITTEES

11.1 FINANCE COMMITTEE:

There shall be a standing committee of the City Council known as the Finance Committee, whose duties shall be those as prescribed in the Palm Springs, Municipal Code or as otherwise assigned by the City Council. The Committee shall consist of two members, one of whom shall be the Mayor who shall also serve as its Chairman and the other shall be a Councilmember appointed by the City Council.

CITY OF HUNTINGTON PARK

Council Handbook



Adopted 01/20/09

TABLE OF CONTENTS

Purpose.....	3
Local Government.....	3
Terms of Office.....	3
Reorganization.....	3
Role of Mayor and Vice Mayor.....	3, 4
Powers and Responsibilities.....	4
General Conduct.....	5
Communications.....	5
Appointment of City Manager, City Attorney.....	5
Council-Manager Form of Government.....	5, 6
Appointment of Advisory Bodies	6
Ad-Hoc Committees and Task Forces	6
Constituent Requests	6
Correspondence from Council Members	6, 7
Proclamations	7
Conflicts and Liability	7, 8
Ethics Training	8
Conduct with Other Agencies	8
Conduct with the Media	8
E-Mail, Computers	8, 9
Parliamentary procedures	9
Open Meeting Laws	9
Meeting Schedule	9
Attendance	9
Special Meetings	9, 10
Placing Items on Agenda	10
Change in Order of Business	10
Emergency and Non-Agendized Items	10
Open Meeting Discussion Rules	10, 11
Decorum.....	11
Closed Sessions.....	12
Voting Procedures.....	12, 13

PURPOSE OF MANUAL

The City of Huntington Park has prepared its own procedures manual to assist the City Council by documenting accepted practices and clarifying expectations. Through agreement of the City Council and staff to be bound by these practices, administration of City Council affairs is greatly enhanced. While attempting not to be overly restrictive, procedures are established so that expectations and practices can be clearly articulated to guide Council Members in their actions. This procedures manual will aid Council in taking responsible action, when necessary, to keep Huntington Park on the growing edge of well run, well managed, innovative cities.

LOCAL GOVERNMENT

The City of Huntington Park was incorporated in 1906, being governed by a City Council (formerly named the Board of Trustees). In 2001 the City by ordinance, established the Council-Manager form of government. Huntington Park is a general law City and the City Council is the governing body. The City Council is vested with all the regulatory and corporate powers of a municipal corporation provided for by State law governing general law cities.

TERMS OF OFFICE

The City of Huntington Park is governed by a five-member City Council elected to four-year terms on a staggered basis. Council Members are elected in the City's General Municipal election in March of odd-numbered years. Council terms overlap, two positions are open at one election and three (3) positions are open at the next municipal election two years later. The City is not divided into districts, so all Council seats are elected at large. No more than three (3) consecutive terms may be held by Members of the City Council. A member may hold office again after being out of office for at least one General Municipal Election.

REORGANIZATION

Annually at the second City Council meeting in March, the City Council shall choose one of its members to serve as Mayor and one to serve as Vice Mayor for a one-year term.

ROLE OF MAYOR AND VICE MAYOR

Mayor: the Mayor is the presiding officer at all meetings of the City Council and preserves strict order and decorum of the meetings at all times. The Mayor does not possess any power of veto. As presiding officer of the Council, the Mayor is to faithfully communicate the will of the Council majority in matters of policy. The Mayor is also recognized as the official head of the City for all ceremonial purposes. The Mayor, with Council approval, signs all ordinances, resolutions, and other documents approved by the Council in his/her presence; except when the City Manager has been authorized by Council action to sign said documents.

Traditionally, the Mayor consults and coordinates with the City Manager in the development of agendas for meetings of the City Council. The scope of such review focuses on the timing of business items and the volume of business which can be considered at any one meeting.

Vice Mayor: the Vice Mayor shall perform the duties of the Mayor during the Mayor's absence or disability. Protocol dictates that the Vice Mayor sits to the immediate right of the Mayor.

When both the Mayor and Vice Mayor are absent at any meeting of the City Council, the Mayor will appoint another Council Member to assume the responsibility of presiding officer.

POWERS AND RESPONSIBILITIES

The powers of a City Council in California to establish policy are quite broad. Basically councils may undertake any action related to city affairs other than those forbidden or preempted by State or Federal law. The City Council is the elected legislative and policy-making body of the City and is collectively responsible to the citizens for formulating policies which will define a course of action, shape City operations, and determine methods for accomplishing goals.

It is important to note that the Council acts as a body. No member has any extraordinary powers beyond those of other members. While the Mayor and Vice Mayor have some additional ceremonial and administrative responsibilities as described above, in the establishment of policies, voting and in other significant areas, all Members of Council are equal.

It is also important to note that policy is established by at least a majority vote of the Council. While individual members may disagree with decisions of the majority, a decision of the majority does bind the Council to a course of action. In turn, it is staff's responsibility to ensure the policy of the Council is upheld. Actions of staff to pursue the policy direction established by a majority of Council do not reflect any bias against Council Members who held a minority opinion on an issue.

A general list of duties of City Council Members includes, but is not limited to the following:

- Establish Policy and priorities for public services
- Approve/amend the operating and capital budgets
- Approve contracts
- Adopt Resolutions
- Adopt Ordinances
- Appoint and evaluate City Manager and City Attorney
- Establish advisory boards and commissions
- Make appointments to advisory bodies/commissions
- Provide Public Leadership
- Communicate the City's vision and goals to constituents
- Represent the City's interest at regional, county, state, and federal levels

GENERAL CONDUCT

Council Members shall:

- Treat each other and everyone with courtesy and refrain from inappropriate behavior and derogatory comments;
- Be fair, impartial and unbiased when voting;
- Support the laws established by the City Council; and
- Abide by these Rules of Procedure and Protocol in conducting the business of the City of Huntington Park.

COMMUNICATIONS

One of the most fundamental roles of a Council Member is communication - communication with the public to assess community opinions and needs, communication with staff to provide policy direction and to gain an understanding of the implications of various policy alternatives. Because the City Council performs as a body (acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking for the Council. It is important that the public should be advised when members are expressing personal views and not those of the Council.

APPOINTMENT OF CITY MANAGER, CITY ATTORNEY

The City Council appoints two positions within the City organization: City Manager and City Attorney. Both positions serve at the will of the City Council. The City Manager and City Attorney have agreements that specify some terms of employment including an evaluation by the City Council. The City Manager is responsible for all other personnel appointments within the City.

COUNCIL-MANAGER FORM OF GOVERNMENT

Under the Council-Manager form of government, citizens elect their Council Members whose role is that of a legislative policy-making body which determines the local laws that regulate community life. The City Council is responsible to the citizens of the community to see that local policies and laws address both short and long term needs of the community.

While the City Council establishes policies, it is the responsibility of the City Manager to apply and administer those policies to the day-to-day operations of the City. The City Manager oversees the total City operations and is the liaison between the Council and the City staff. Collectively the City Council, City Manager and City staff analyze community needs, identify available resources, and recommend the best course of action. It is the staff's responsibility to ensure that the policy of the Council is upheld.

At any time, general requests by Council Members for information may be made directly to Department Heads who will advise the City Manager. The information requested will be copied to all members of Council so that each member may be equally informed.

City Council Members are always free to go to the City Manager to discuss any subject. Issues concerning the performance of a Department or any employee must be directed to the City Manager. Council Members are to refrain from publicly criticizing individual employees.

APPOINTMENT OF ADVISORY BODIES

The City has various commissions which are appointed by the City Council following a recommendation by the current commission members.

AD HOC COMMITTEES AND TASK FORCES

Council shall make certain that all Council appointed Ad Hoc Committees and Task Forces are properly instructed in their assigned scope of work and responsibility. The expected output of their effort shall be clearly defined.

CONSTITUENT REQUESTS

Members of the City Council will frequently receive requests or complaints. In most cases the City staff can resolve these problems. The main thing is for the Council Member to get the basic information, then pass this on to the City Manager or have the person contact the appropriate staff member directly. Staff will get back to the person within 24 hours, or on the first working day following a holiday or weekend, if at all possible. The key to answering constituent requests is to be specific in what the Council Member will do, i.e., promise a timely response, etc. while avoiding a commitment to “fix anything”. Council Members are encouraged to coordinate with the City Manager’s Office prior to responding directly to complaints to ensure a united response and to prevent dual efforts in the event another department is already preparing a response.

CORRESPONDENCE FROM COUNCIL MEMBERS

Members of the City Council will often be called upon to write letters to citizens, businesses or other public agencies. Typically, the Mayor will be charged with transmitting the City’s position on policy matters to outside agencies on behalf of the City Council. Individual members of Council will often prepare letters for constituents in response to inquiries or to provide requested information. City Council letterhead is available for this purpose, and staff can assist in the preparation of such correspondence.

On occasion, members may wish to transmit correspondence on an issue upon which the Council has yet to take a position or about an issue for which the Council has no position. In these circumstances, members should clearly indicate within letters that they are not speaking for the City Council as a whole, but for themselves as one member of the Council.

After the City Council has taken a position on an issue, official correspondence should reflect this position. While members who may disagree with a position are free to prepare correspondence on such issues as private citizens, City letterhead and staff support should not be utilized. In addition, City letterhead and staff support cannot be utilized for personal or political purposes.

Council Members are often asked to prepare letters of recommendation for students and others seeking employment or appointment. It is appropriate for individual Council Members to utilize City letterhead and their Council titles for such letters. No review by the full Council is required.

PROCLAMATIONS

Ceremonial proclamations are often requested of the City in recognition of an event or individual. Proclamations are not statements of policy but a manner in which the City can make special recognition of an event (i.e. Recycling Week). As part of his/her ceremonial responsibilities, the Mayor is charged with administration of proclamations.

CONFLICTS AND LIABILITY

State laws are in place which attempt to eliminate any action by a Council Member which may reflect a conflict of interest. The purpose of such laws and regulations is to ensure that all actions are taken in the public interest.

At any time a member believes a potential for conflict of interest exists, he/she is encouraged to consult with the City Attorney or private legal counsel for advice. Staff may also request an opinion from the City Attorney regarding a Member's potential conflict. Violations may result in significant penalties including criminal prosecution.

The Political Reform Act prohibits public officials from making, participating in, or in any way attempting to use their official position to influence a governmental decision in which they know, or have reason to know, that they have a financial interest. Therefore, if a public official has a conflict of interest, the official must disqualify him or herself from acting on or participating in the decision before the City.

The statutes provide that certain municipal officers must disclose their "economic interests" periodically on forms provided by the Fair Political Practices Commission (FPPC). These municipal officials are members of the City Council, Planning Commission, City Manager, City Treasurer, and City Attorney. Additionally, all members of a City advisory body are required to complete a Statement of Economic Interest (Form 700) upon assuming office and an annual statement for filing with the City Clerk. Upon completion all Form 700s are filed with the City Clerk, who is the City's FPPC filing officer, and kept available for public inspection.

The City of Huntington Park has adopted a Conflict of Interest Code which identifies the officers, employees and consultants who are required to file a Form 700 based upon their involvement or participation in the making of decisions which may foreseeable have a material effect or a financial interest.

Conflict of Interest is complex. Therefore Council Members should carefully consider and monitor “gifts” from any person or organization whether the gift is financial support, loans, event tickets, meals, etc. Many of these gifts may need to be reported and may present a conflict of interest when considering and/or voting on projects or issues related to the person presenting the gift. Questions relating to conflict of interest should be directed to the City Attorney or the FPPC.

ETHICS TRAINING

Council Members shall receive at least two hours of training in ethics, conflicts of interest, open meeting laws, etc., every two years to satisfy the requirements of AB 1234. Council Members shall conduct themselves in accordance with such training.

CONDUCT WITH OTHER AGENCIES

Council Members are encouraged to participate and provide leadership in regional, state, and national programs and meetings.

Council Members shall:

- Report to the Council on matters discussed at subcommittees and other regional, state, and national boards in which they have been involved;
- Project a positive image of the City when dealing with other agencies;
- Show respect for other agencies’ opinions and issues, and if necessary, agree to disagree;
- Represent official policies or positions of the City Council when designated as the delegate of a legislative body; and
- Explicitly state to other agencies when their opinions and positions do not represent the City Council when representing their individual opinions and positions.

CONDUCT WITH THE MEDIA

Council Members shall not discuss or go “off the record” with the media to discuss confidential or privileged information pertaining to closed sessions, attorney-client privileged information or attorney work product communications including personnel, litigation or real property negotiations.

E-MAIL, COMPUTERS

To enhance Council Member’s ability to communicate with staff and the public, city-purchased laptop computers and a Blackberry, or a cell phone will be provided. When individual Council Members have completed their term of office, the communication devices must be returned to the City.

These technologies facilitate efficient communication by Council Members; however, their use also raises important legal issues to which Council Members must pay special attention. First, the Brown Act prohibits members from using technological devices to develop a concurrence by a majority regarding an action to be taken by the Council. Technological devices under the Brown Act include phones, faxes, computer e-mail, public access cable TV and video. Council Members should not use e-mail, faxes or phones for communicating with other Council Members in order to develop a majority position on any particular issue that may come before the full Council.

PARLIAMENTARY PROCEDURE

The purpose of Parliamentary rules of procedure is to expedite the transaction of City business in an orderly fashion. Motions, orders, and resolutions in a City Council meeting are generally subject to the rules of parliamentary law.

OPEN MEETING LAWS

The Ralph M. Brown Act requires meetings of legislative bodies, whether regular or special, to be open to the public, unless a closed session is held as authorized by law. All meetings shall be noticed as required to allow action to be taken by the Council. Three (3) members of the City Council shall constitute a quorum and shall be sufficient to conduct business.

MEETING SCHEDULE

Regular meetings are open to the public and held on the first and third Monday of each month in the City Hall Council Chambers at 6:00 p.m. When the day for such regular Council meeting falls on a legal holiday, the meeting shall not be held on such holiday but shall be held at the same hour on the next succeeding day thereafter which is not a holiday.

ATTENDANCE

Council Members acknowledge that attendance at lawful meetings of the City Council is part of their official duty and shall make a good faith effort to attend all such meetings unless unable. Council Members should inform the City Manager and/or City Clerk as soon as possible if they intend to be absent on a set meeting date.

SPECIAL MEETINGS

Special meetings may be called by the Mayor or by a majority of the members of the City Council to review and discuss specific topics. Written notice must be given to the City Council and to the media 24 hours prior to the time of the special meeting. The notice must specify the time and place of the special meeting and the business. No business other than that announced may be discussed.

At all regular and special meetings, public comments must be permitted before or during consideration of any agenda item.

PLACING ITEMS ON AGENDA

City Council: A Council Member may request an item be considered on a future agenda and, upon consensus of a majority of Council, staff will prepare a staff report if formal Council action is required. Council Members may make this request during the ‘Subjects Presented by Council Members’ portion at the end of the meeting.

Members of the Public: A member of the public may request an item be placed on a future agenda through communication with Council Members.

CHANGE IN ORDER OF BUSINESS

The Mayor or the majority of the Council may decide to take matters listed on the agenda out of the prescribed order. All items removed from the consent calendar should be considered prior to the last item of the meeting. Council Members shall be given the opportunity to ask questions about Consent items for clarification without having them removed.

EMERGENCY AND NON-AGENDIZED ITEMS

No action shall be taken by City Council on any item not on the posted agenda, subject only to the exceptions listed below:

1. upon a majority determination that an emergency situation (as defined by State Law) exists; and
2. upon determination by a 4/5 vote of the full City Council, of a unanimous vote if less than a full Council, that there is a need to take immediate action and that the need to take the action came to the attention of the City Council subsequent to posting of the agenda..

OPEN MEETING DISCUSSION RULES

To assist the City Council in the development of a structure for orderly discussion of items, rules have been prepared which represent accepted practices for the management of Council meetings.

Obtaining the floor: A Member of the City Council or staff shall first address the Mayor and gain recognition. Comments and questions should be limited to the issue before the Council. Cross-exchange between Council Members and public should be avoided.

Questions to staff: A Council Member shall, after recognition by the Mayor, address questions to the department head or designated staff member. If a Council Member has questions on an agenda item, that member should contact staff prior to the meeting in order to allow staff time to research a response/answer for the meeting.

Interruptions: Once, recognized, a Council Member is considered to have the floor, and another Council Member may not interrupt the speaker except to make a motion to raise a point of order or unless the Council Member speaking chooses to yield to questions from another Council Member.

Discussion limit: A Council Member should not speak more than once on a particular subject until every other Council Member has had the opportunity to speak. Council Members are encouraged to discuss items during the decision-making process and may ask staff to respond when appropriate. The Mayor should allow other Members to speak first and then give his/her views and summarize.

Calling for the question: The purpose of calling for the question is to disallow further debate and put an issue to an immediate vote. A Council Member may move to “call for the question” on an item which is being considered. The motion requires a second, is not debatable, and must pass by a majority vote. If the motion carries, the item is no longer debatable, and the City Council must vote on it.

DECORUM

Members of the City Council value and recognize the importance of the trust invested in them by the public to accomplish the business of the City. The following guidelines have been adopted to ensure meetings are conducted in a professional manner.

- Work with the Mayor to preserve appropriate order and decorum during all meetings.
- Inform the Mayor when departing from a meeting.
- Exhibit the utmost courtesy to each other, to City employees, and to the public appearing before the City Council.
- Recognize that only City Council, staff, or designated representatives, and those authorized by the presiding officer shall be permitted to sit at the Council or staff tables.
- Recognize the importance of respect and courtesy. Personal criticism of members is inappropriate.
- Always maintain civility and decorum during discussions and debate. Discussion should focus on policy matters.
- Treat each other and everyone with courtesy and refrain from inappropriate behavior and derogatory or negative comments;
- Respect each other’s opportunity to speak and express their views. If necessary, agree to disagree.
- Attempt to build consensus on an item through dialogue; but when this is not possible, the majority vote shall prevail and the majority shall show respect for the opinion of the minority;
- Be fair, impartial and unbiased when voting;
- Have the right to dissent from or comment upon any action of the City Council. A Council Member is never required to state reasons for a dissenting vote.

CLOSED SESSIONS

It is the policy of the City Council to conduct its business in public to the greatest extent possible. In certain circumstances, however, State Law recognizes that public discussion jeopardizes the public interest, compromises the City's position, and could cost the taxpayers. Closed sessions are attended by the City Council, City Manager, City Attorney and appropriate management staff and occasionally by special counsel depending upon the matter under discussion. These rules provide for strict confidentiality of City Council discussion in those circumstances allowed by law.

City Council Members shall keep all written materials and verbal information provided to them in closed session in complete confidence to insure that the City's position is not compromised. No mention of information in these materials shall be made to anyone other than Council Members, the City Attorney, City Manager, or authorized City staff.

Rule of Confidentiality

The City Council recognizes that breaches in confidentiality can severely prejudice the City's position in litigation, labor relations and real estate negotiations. Further, breaches of confidentiality can create a climate of distrust among Council Members and can harm the Council's ability to communicate openly in closed session.

The City Council recognizes that confidentiality is essential if the closed session is to serve its purpose. Therefore, the City Council will adhere to a strict policy of confidentiality for closed sessions.

Decorum

The same high standard of respect and decorum that applies to public meetings shall apply to closed sessions. There shall be courtesy, respect, and tolerance for all viewpoints and for the right of Council Members to disagree. Council Members shall strive to make each other feel comfortable and that it is safe to express their points of view.

VOTING PROCEDURES

When present, all Council Members are to vote: Aye; No; or Abstain. The City Council shall vote by "voice vote" on all matters before it unless a roll call is required by law or is requested by the Mayor. Silence shall be recorded as an affirmative vote.

No ordinance, resolution or motion shall be passed or become effective without an affirmative vote of the majority of the Council present.

A conflict of interest shall be declared whenever appropriate and in compliance with State law. The affected Council Member will recuse themselves, step down from the dais, not participate in the discussion or vote on the item as well as leave the room.

General consensus may be declared at the discretion of the presiding officer, if there are no negative votes or objections by Council Members.

Upon the request of any Council Member, a roll call vote will be taken.

Motions: A well thought out motion includes what action is to be taken, details such as conditions, deadlines, or budgetary amounts.

Reconsideration: Reconsideration of an item shall be allowed in accordance with the following Council guidelines. Resubmittal of issues previously acted upon is discouraged; however, requests will be considered by a majority vote of the Council. A motion for reconsideration must be made by a member of the prevailing majority when the previous vote was taken.



CITY OF HUNTINGTON PARK

City Attorney's Office
City Council Agenda Report

June 15, 2015

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

Dear Mayor and Members of the City Council:

APPOINTMENT OF MEMBERS TO THE CITY PLANNING COMMISSION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Make appointments to the Planning Commission consistent with the newly adopted provisions set forth in Resolution No. 2015-19;
2. Provide direction to extend the time period to accept applications for all other City commissions to July 15, 2015; and
3. Extend the terms of office for current Commissioners, except the Planning Commission, until new Commissioners are appointed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 18, 2015, the City Council adopted Resolution No. 2015-19 which established a new process for appointing and removing the members to the various City Commissions. Due to this timing of the application process, it is necessary to request an extension of the time period upon which to accept applications for all City Commissions, with the exception of the Planning Commission.

The Planning Commission which is required by California State law, Government Code Section 65100, et seq., allows for the City Council to define the powers and duties of the Planning Commission along with manner of appointment and removal of the Commissioners. Planning Commissioners serve at the pleasure of the City Council and may be terminated for any reason, without cause, notice or hearing. Due to the fact that certain applications are pending which require Planning Commission consideration, it is requested that the City Council take action to appoint or reappoint Commissioners to the Planning Commission at this time.

APPOINTMENT OF MEMBERS TO THE CITY PLANNING COMMISSION

June 15, 2015

Page 2 of 3

All other City Commissions will be addressed after the new application deadline of July 15, 2015.

Presented to the City Council are the applications of the individuals listed below for consideration of appointment to the Planning Commission to take effect immediately and upon receiving the Oath of Office. All individuals appointed will be required to submit to a LiveScan background check. They will be appointed subject to removal in the event that they don't pass the required background check.

Applications received from:

- Carlos Cordova
- Eduardo Carvajal
- Efren Martinez
- Amy Zubieta
- Marcos Osorio

FISCAL IMPACT

Compensation for Planning Commission is \$75 a month per Commissioner for an annual amount of \$900 which has been budgeted for Fiscal Year (FY) 2015-2016 account #111-0120-413-1905.

CONCLUSION

It is requested that the City Council appoint five members to the Planning Commission and to set which Commissioners are to serve either a two or four year term.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



ARNOLD M. ALVAREZ-GLASMAN
City Attorney



DONNA G. SCHWARTZ
City Clerk

APPOINTMENT OF MEMBERS TO THE CITY PLANNING COMMISSION

June 15, 2015

Page 3 of 3

ATTACHMENTS

A. Resolution No. 2015-19

B. Applications for Planning Commission submitted to the City Clerk's Office

1 **SECTION 3: Appointment, Reappointment and Removal.**

2 Each member of the City Council shall have authority to appoint one (1)
3 member to each Commission, with the exception of the Youth Commission, which
4 shall consist of two (2) members appointed by each City Councilmember. Each
5 Councilmember shall appoint their Commissioners within sixty (60) days of assuming
6 office, or from the adoption of this Resolution, or from a vacancy occurring for said
7 Commission position for that respective Councilmember appointment. If no
8 appointment is made within sixty (60) days of assuming office, or from the adoption of
9 this Resolution, or from a vacancy occurring for said Commission position, the Mayor
10 shall appoint a member to the vacant seat.

11 Commission members may be removed from their appointment due to
12 disqualification as provided for in this Resolution or upon the sole decision by the
13 Councilmember who appointed that Commissioner. All appointments or removal of
14 Commissioners shall occur at an open meeting of the City Council. If removal of a
15 Commissioner occurs, the City Clerk shall send notice to that Commissioner at the last
16 address on file with the City.

17 **SECTION 4: Term of Office.**

18 Each Commissioner's term shall be for a period of four years, unless removed
19 by the appointing Councilmember or as a result of disqualification as set forth herein.
20 Notwithstanding the foregoing, no Commissioner shall serve for a period which
21 exceeds the time in office for the Councilmember appointing that Commissioner. In
22 the event that the appointing Councilmember completes his or her term, vacates their
23 office or otherwise is no longer holding office, the term of the Commissioner appointed
24 by said Councilmember shall end. However, nothing contained in this section shall
25 prevent another Councilmember or the new Councilmember from appointing the
26 individual back to the same Commission or to a different Commission.

27 **SECTION 5: Vacancy Due to Disqualification.**

28 When a member no longer meets the qualifications for the Commission, the
member is therefore disqualified, and the office shall thereupon become vacant.

SECTION 6: Vacancy.

 If for any reason a vacancy occurs, it shall be filled by appointment by the
member of the City Council who appointed said Commissioner for the unexpired
portion of such term.

SECTION 7: Quorum.

 A majority of the total number of members of the Commission shall constitute a
quorum for the transaction of business, but a lesser number may adjourn from time to
time for want of quorum and until a quorum can be obtained.

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SECTION 8: Purpose.

The purpose, duties and responsibilities of each Commission shall be established by the City Council by ordinance and codified in the Huntington Park Municipal Code.

SECTION 9: Organization.

Annually in the month of March, the Commission shall elect one of its members as Chair and Vice-Chair. City staff shall act as the Commission Secretary. Staff liaisons shall act as the conduit for all communications to the City Council.

SECTION 10: Meetings.

Regular meetings of the Commission shall be as set by each Commission. The place of such meetings shall be at City Hall unless otherwise designated by the City Council or approved by a majority of the total membership of the Commission. When the day for such regular meetings falls on a legal holiday, the meeting shall not be held on such holiday, but shall be held at the same hour on the next succeeding day thereafter which is not a holiday. All meetings of the Commission shall be open and public, and subject to all laws of the state of California e.g. the Brown Act, governing open public meetings. The Commission shall adopt its own rules for the transaction of its business and keep a record of resolutions, findings and recommendations and actions voted upon. A report of each meeting of the Commission shall be given to the City Council.

SECTION 11: Termination of Commission.

Termination of the Commission shall be done at the will and vote of the City Council.

SECTION 12: Compensation.

Commission member compensation shall be set by resolution of the City Council.

SECTION 13: Commission Handbook.

All Commission Members must adhere to the provisions contained and referenced in the City of Huntington Park Commission Handbook as approved by the City Council.

SECTION 14:

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

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PASSED, APPROVED AND ADOPTED THIS 18th day of May, 2015.


Karina Macias
Mayor

ATTEST:


Donna G. Schwartz, CMC
City Clerk

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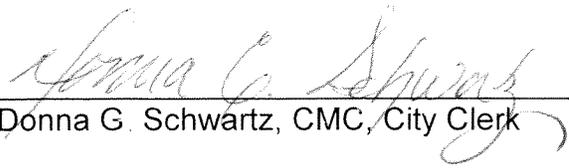
CERTIFICATION

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

I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2015-19 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 18th day of May, 2015, by the following vote, to wit:

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 20th day of May 2015.



Donna G. Schwartz, CMC, City Clerk



CITY OF HUNTINGTON PARK

CITY OF HUNTINGTON PARK
CITY CLERK
2015 MAY 28 AM 10:18

Application for Service on City Commission or Committee

___ Appointment ___ Reappointment

(Please check the commission on which you wish to serve)

Parks, Arts, Recreation & Culture (PARC) Commission	
Historic Preservation Commission	<input checked="" type="checkbox"/> Planning Commission <input checked="" type="checkbox"/>
Civil Service Commission	<input type="checkbox"/> Health & Education Commission

Name Carlos Cordova Telephone: Day _____

E-mail address: _____ Evening _____

Residence address _____

Resident of HP for 20 years

Do you work in HP? No If yes, how long? _____

Describe any qualifications, experience and education, as well as any technical or professional background you may have relative to the duties of this position.

My technical background is working for the IT department for an Engineering firm, directly and indirectly working on construction and other projects going on 17 years now.

Other volunteer activities or organizations you are involved with.
None at this time.

Briefly state reasons why you are interested in serving on a commission or committee.

Mainly because I would like to be involved with decisions being made on the city that I have lived for the past 20 years.

I would like have some input in how to make Huntington Park a better place to live for all its residents, as well as having some sort of representation for the residents of the area where I reside.

List city, county, or other commissions or committees on which you have served and year(s) served.

None

What are your goals in serving on this commission/committee.

I would like have some input in how to make Huntington Park a better place to live for all its residents.
and ultimately to be able to have a nice clean, efficient city that can be compared to higher income cities
and to be a role model city for surrounding cities.

Applicants are advised they may be requested to file Conflict of Interest Statements pursuant to Fair Political Practices regulations. Information will be provided by the Office of the City Clerk.

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Signature

Date

5-28-2015

Please note: applications will be kept on file two (2) years for consideration for future vacancies. When completed, mail/submit original to the Office of the City Clerk, City of Huntington Park, 6550 Miles Avenue, Room 148, Huntington Park, CA 90255.

PARC COMMISSION

- 7 members
- A minimum of 5 shall be residents of the City
a maximum of 2 may be non-residents but must
do business or be involved with a business operating
in the City
- 3 year term
- Meets 2nd Wednesday at 6 p.m. in
January, March, May, July, September & November

PLANNING COMMISSION

- 5 members
- Must be a resident of the City
- 4 year term
- Meets 3rd Wednesday each month at 6:30 pm

CIVIL SERVICE COMMISSION

- 5 members
- Must be a resident of the City
- 6 year term
- Meets when needed

HISTORIC PRESERVATION COMMISSION

- 5 members
- A minimum of 3 shall be residents of the City
a maximum of 2 may be non-residents, must be
professionals in the field of discipline of
Architecture, Urban Planning, American Studies,
Geography, Archeology or other Historic
Preservation Fields.
- 4 year term
- Meets 3rd Tuesday every other month at 5 p.m.

HEALTH & EDUCATION COMMISSION

- 5 members
- Must be a resident of the City or work in education
or health related field within the City
- 4 year term
- Meets on as-needed basis 6 meetings per year.

(Unless otherwise noted, all meetings are held in the City Hall Council Chambers,
6550 Miles Avenue, Huntington Park)

CITY OF HUNTINGTON PARK
CITY CLERK

2015 MAY 28 PM 2:58



CITY OF HUNTINGTON PARK

Application for Service on City Commission or Committee

___ Appointment ___ Reappointment

(Please check the commission on which you wish to serve)

<input type="checkbox"/>	Parks, Arts, Recreation & Culture (PARC) Commission	<input type="checkbox"/>	Planning Commission
<input type="checkbox"/>	Historic Preservation Commission	<input checked="" type="checkbox"/>	Health & Education Commission
<input type="checkbox"/>	Civil Service Commission	<input type="checkbox"/>	

Name Eduardo CARVAJAL Telephone: Day _____
 E-mail address _____ Evening SMMC
 Residence address _____
 Resident of HP for 40 years
 Do you work in HP? NO If yes, how long? _____

Describe any qualifications, experience and education, as well as any technical or professional background you may have relative to the duties of this position.

REALESTATE AGENT, CEO OF Maple and Modern Furniture, Planning Commissioner, Real estate Back Ground For over 25 yrs.

Other volunteer activities or organizations you are involved with.

Chamber of Commerce, Rotary Club, YWCA, Community of Walnut PK.

Briefly state reasons why you are interested in serving on a commission or committee.

I would like to continue serving on the Planning Commission and ALSO help shape the future of Huntington Park.

List city, county, or other commissions or committees on which you have served and year(s) served.

Walnut Park³⁵¹², County of Los Angeles, Planning Commission
City of Huntington Park, 8 yrs Plus.

What are your goals in serving on this commission/committee.

My Goals are to recommend adoption, implement and
recommend revisions to the General Plan. As a
Planning Commissioner I have learned to protect
the Municipal Code and will continue to do so!

Applicants are advised they may be requested to file Conflict of Interest Statements pursuant to Fair Political Practices regulations. Information will be provided by the Office of the City Clerk.

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Signature [Signature] Date 5-28-15

Please note: applications will be kept on file two (2) years for consideration for future vacancies. When completed, mail/submit original to the Office of the City Clerk, City of Huntington Park, 6550 Miles Avenue, Room 148, Huntington Park, CA 90255.

PARC COMMISSION

- 7 members
- A minimum of 5 shall be residents of the City a maximum of 2 may be non-residents but must do business or be involved with a business operating in the City
- 3 year term
- Meets 2nd Wednesday at 6 p.m. in January, March, May, July, September & November

HISTORIC PRESERVATION COMMISSION

- 5 members
- A minimum of 3 shall be residents of the City a maximum of 2 may be non-residents, must be professionals in the field of discipline of Architecture, Urban Planning, American Studies, Geography, Archeology or other Historic Preservation Fields.
- 4 year term
- Meets 3rd Tuesday every other month at 5 p.m.

PLANNING COMMISSION

- 5 members
- Must be a resident of the City
- 4 year term
- Meets 3rd Wednesday each month at 5:00 pm

HEALTH & EDUCATION COMMISSION

- 5 members
- Must be a resident of the City or work in education or health related field within the City
- 4 year term
- Meets on as-needed basis 6 meetings per year.

CIVIL SERVICE COMMISSION

- 5 members
- Must be a resident of the City
- 6 year term
- Meets when needed

(Unless otherwise noted, all meetings are held in the City Hall Council Chambers, 6550 Miles Avenue, Huntington Park)



CITY OF HUNTINGTON PARK

JUN -2 PM 4:50

Application for Service on City Commission or Committee

___ Appointment ___ Reappointment

(Please check the commission on which you wish to serve)

Parks, Arts, Recreation & Culture (PARC) Commission			
Historic Preservation Commission		X	Planning Commission
Civil Service Commission			Health & Education Commission

Name Efren Martinez Telephone: Day _____

E-mail address _____ Evening _____

Residence address _____

Resident of HP for ^{Past Resident for} over 20 Years years

Do you work in HP? No If yes, how long? _____

Describe any qualifications, experience and education, as well as any technical or professional background you may have relative to the duties of this position.

15 years of Chamber of Commerce experience working with Economic Development. Three years of architectural and drafting education. Represent LA County Supervisor Mark Ridley-Thomas on committees in several multi-million dollar development projects. Through the local Chamber served local and corporate businesses directly in H.P. for 8 years. Have 7 years of Community Development (CDC) program experience. Majored in business through the Navy College's University program. Chair of Economic Development for Empowerment Congress 6 years (appointed by L.A. County Supervisor Mark Ridley-Thomas).

Other volunteer activities or organizations you are involved with.

American Cancer Association, Kiwanis Club, Salvation Army, YMCA, Los Angeles County Veterans Org.

Over 4,000 local Community Service Hours.

Briefly state reasons why you are interested in serving on a commission or committee.

I would like to be involved with the active participation and involvement that the members of the planning commission are a part-of. I want to be a part of strengthening and helping form a stronger Huntington Park business, and residential community through its Community Development program.

List city, county, or other commissions or committees on which you have served and year(s) served.

LA County 2nd Supervisor Dist. Economic Development Committee (Chair for 6years). Unincorporated Florence-Firestone and Walnut Park (LA County)Economic Development, Public Safety, Code enforcement and Traffic Safety committees. 7 year on all committees.

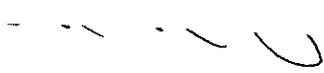
What are your goals in serving on this commission/committee.

My goal is to recommend and implement adoptions of General Plans for any desired physical development and/or redevelopment in the City of Huntington Park, while staying focused on the overall vision and direction of the City council.

Applicants are advised they may be requested to file Conflict of Interest Statements pursuant to Fair Political Practices regulations. Information will be provided by the Office of the City Clerk.

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Signature



Date 5/29/2015

Please note: applications will be kept on file two (2) years for consideration for future vacancies. When completed, mail/submit original to the Office of the City Clerk, City of Huntington Park, 6550 Miles Avenue, Room 148, Huntington Park, CA 90255.

PARC COMMISSION

- 7 members
- A minimum of 5 shall be residents of the City a maximum of 2 may be non-residents but must do business or be involved with a business operating in the City
- 3 year term
- Meets 2nd Wednesday at 6 p.m. in January, March, May, July, September & November

PLANNING COMMISSION

- 5 members
- Must be a resident of the City
- 4 year term
- Meets 3rd Wednesday each month at 5:00 pm

CIVIL SERVICE COMMISSION

- 5 members
- Must be a resident of the City
- 6 year term
- Meets when needed

HISTORIC PRESERVATION COMMISSION

- 5 members
- A minimum of 3 shall be residents of the City a maximum of 2 may be non-residents, must be professionals in the field of discipline of Architecture, Urban Planning, American Studies, Geography, Archeology or other Historic Preservation Fields.
- 4 year term
- Meets 3rd Tuesday every other month at 5 p.m.

HEALTH & EDUCATION COMMISSION

- 5 members
- Must be a resident of the City or work in education or health related field within the City
- 4 year term
- Meets on as-needed basis 6 meetings per year.

(Unless otherwise noted, all meetings are held in the City Hall Council Chambers, 6550 Miles Avenue, Huntington Park)



CITY OF HUNTINGTON PARK
CITY CLERK

CITY OF HUNTINGTON PARK 2015 JUN -8 PM 2: 27

Application for Service on City Commission

Appointment Reappointment

(Please check the commission on which you wish to serve)

<input type="checkbox"/>	Civil Service Commission	<input type="checkbox"/>	Health & Education Commission
<input type="checkbox"/>	Historic Preservation Commission	<input type="checkbox"/>	Parks and Recreation Commission
<input checked="" type="checkbox"/>	Planning Commission	<input type="checkbox"/>	Youth Commission

Name Amy Zubizta Telephone: Day ()
 E-mail address _____ Evening _____
 Residence address _____
 Resident of HP for 41 years
 Do you work in HP? No If yes, how long? _____

Describe any qualifications, experience and education, as well as any technical or professional background you may have relative to the duties of this position.

B.A. Organizational leadership, 20+ years Accounting background. Lifelong resident with a vested interest in the betterment of my community.

Other volunteer activities or organizations you are involved with.

Rhema of Life Church, Covenants 4 Kids, HPHS Class of 1991 Educational Scholarship Committee &

Briefly state reasons why you are interested in serving on a commission.

I love my city. I want to be part of a positive influence of change & improvement. I believe HP has so much potential.

List city, county, or other commissions or committees on which you have served and year(s) served.

San Antonio Elementary PTO President (2007-2010)
HP. Class of 1991 Educational Scholarship Committee (2014-present)

What are your goals in serving on this commission?

Increase civic engagement within residents, improve overall business environment - create a desirable + attractive place to dine + shop. Gain a better understanding of local government. Make HP the community it can be + used to be.

Each person seeking a position on a Commission shall complete an application and submit to a Live Scan background check upon appointment and before sworn into office. Some Commissions may be requested to file a Conflict of Interests Statement pursuant to Fair Political Practices regulations. Information will be provided by the Office of the City Clerk.

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Signature _____ Date 6/7/15

Print Name _____

Membership.

All City Commissions shall consist of five (5) members, with the exception of the Youth Commission which shall consist of ten (10) youth. All members of each Commission shall be a resident of the City of Huntington Park, however, at the City Council's discretion, no more than two (2) Commissioners for any Commission may be non-Huntington Park residents. Each person seeking appointment to a Commission shall complete an application provided by the City and upon appointment shall submit to a Live Scan background check before sworn into office. (Resolution No. 2015-19, Ordinance No. 939-NS).

Term of Office.

Each Commissioner's term shall be for a period of four (4) years, unless removed by the appointing Council Member or as a result of disqualification, no Commissioner shall serve for a period which exceeds the time in office for the Council Member appointing the Commissioner. In the event that the appointing Council Member completes his or her term, vacates their office or otherwise is no longer holding office, the term of the Commissioner appointed by said Council Member shall end. However, nothing contained in this section shall prevent another Council Member of the new Council Member from appointing the individual back to the same Commission or to a different Commission. (Resolution No. 2015-19).

Meetings.

Meetings of each Commission varies as set by the Commission.

Please note: applications will be kept on file two (2) years for consideration for future vacancies. When completed, mail/submit original to the Office of the City Clerk, City of Huntington Park, 6550 Miles Avenue, Room 148, Huntington Park, CA 90255.



CITY OF HUNTINGTON PARK

CITY OF
HUNTINGTON PARK
CLERK

Application for Service on City Commission **2015 JUN -8 PM 4: 21**

Appointment Reappointment

(Please check the commission on which you wish to serve)

<input type="checkbox"/>	Civil Service Commission	<input type="checkbox"/>	Health & Education Commission
<input type="checkbox"/>	Historic Preservation Commission	<input type="checkbox"/>	Parks and Recreation Commission
<input checked="" type="checkbox"/>	Planning Commission	<input type="checkbox"/>	Youth Commission

Name Marcos Osorio Telephone: Day _____

E-mail address _____ Evening: _____

Residence address: _____

Resident of HP for 1 year

Do you work in HP? Yes If yes, how long? 7

Describe any qualifications, experience and education, as well as any technical or professional background you may have relative to the duties of this position.

Please see resume attached.

Other volunteer activities or organizations you are involved with.

UCLA Latino Alumni Association Chair- Events and Programming

LEED LA (Educational Non-Profit Organization)- President

Woodcraft Rangers – Program Manager

Briefly state reasons why you are interested in serving on a commission.

I am interested in serving on the commission in order to focus on further planning of the city and how it influences the family activities of Huntington Park. I would like to increase transparency so residents can be aware of what developments are proposed for their city.

List city, county, or other commissions or committees on which you have served and year(s) served.

UCLA Student Initiated Access Committee 2011

UCLA Latino Alumni Scholarship Committee 2013-Present

What are your goals in serving on this commission?

My goal is to represent the interests of community members in Huntington Park. I would meet with city staff to discuss pressing issues facing the city and inquire on recent approved developments.

Each person seeking a position on a Commission shall complete an application and submit to a Live Scan background check upon appointment and before sworn into office. Some Commissions may be requested to file a Conflict of Interests Statement pursuant to Fair Political Practices regulations. Information will be provided by the Office of the City Clerk.

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Signature _____ Date 06/08/2015

Print Name _____

Membership.

All City Commissions shall consist of five (5) members, with the exception of the Youth Commission which shall consist of ten (10) youth. All members of each Commission shall be a resident of the City of Huntington Park, however, at the City Council's discretion, no more than two (2) Commissioners for any Commission may be non-Huntington Park residents. Each person seeking appointment to a Commission shall complete an application provided by the City and upon appointment shall submit to a Live Scan background check before sworn into office. (*Resolution No. 2015-19, Ordinance No. 939-NS*).

Term of Office.

Each Commissioner's term shall be for a period of four (4) years, unless removed by the appointing Council Member or as a result of disqualification, no Commissioner shall serve for a period which exceeds the time in office for the Council Member appointing the Commissioner. In the event that the appointing Council Member completes his or her term, vacates their office or otherwise is no longer holding office, the term of the Commissioner appointed by said Council Member shall end. However, nothing contained in this section shall prevent another Council Member of the new Council Member from appointing the individual back to the same Commission or to a different Commission. (*Resolution No. 2015-19*).

Meetings.

Meetings of each Commission varies as set by the Commission.

Please note: applications will be kept on file two (2) years for consideration for future vacancies. When completed, mail/submit original to the Office of the City Clerk, City of Huntington Park, 6550 Miles Avenue, Room 148, Huntington Park, CA 90255.



Woodcraft Rangers After-School Program *Site Coordinator-Regional Manager*

08/2006-04/2007

- Supervised Recreation and enrichment activities at multiple sites
- Performed site visits and communicates findings to board members and consultants.
- Oversaw program operations of youth service programs.
- Manage and recruit students and staff
- Facilitated parent, students and staff workshops: UC A-G Academic Requirements
- Collaborated with school administrators, counselors and teaches
- Advocating Program performance and needs
- Managed multiple site budgets and contracts
- Assisted in hiring, supervision and evaluates site coordinators.
- Assisted the HR department with all personnel issues including recruitment, hiring, disciplinary action and termination.
- Provided communication and outreach to the community, school personnel, collaborative members and Woodcraft Rangers staff.
- Implemented monitoring system.
- Responsible for keeping records and preparing/distributing reports to funders.
- Responsible for client evaluations.

-LAUSD- Afterschool Programs

Site Staff

2004-2006

- Designed, planed and facilitated specialized activities with groups of twenty children.
- Coached multiple sports and games (basketball, 4 square, soccer, handball, non-competitive games)
- Advised the Site Coordinator as to what supplies, materials and other forms of support.
- Advised and assisted Site Coordinators in supervising the program and managing daily activities.
- Supervised all LA's BEST and YS participants to ensure a safe and organized program.
- Communicated with individuals and group settings to record program goals
- Assist with the planning, facillitation and supervision of special projects and events.
- Maintained professional relationships and constant communication with LA's BEST and YS

-Washington Mutual- Home Equity Loans

Loans Representative

2003-2004

- Communicated professionally and clearly to clients when explaining mortgages
- Partnered with internal operations to consistently produce clean files
- Presented mortgages in accordance with all regulations and training
- Maintained timely and accurate records of all customer activity
- Maintained communication with the processing team concerning client needs
- Managed loans, ensuring all - paperwork and signatures needed to process the mortgage are collected accurately
- Provided a high level of accountability for results and metrics

Certifications/Awards

- Mental Health First Aid - National Council for Community Behavioral Healthcare
- LA City Mayor Certificate "Outstanding Work" with students and After-School Programs
- Chancellor Service Award - UCLA

Affiliations/ Memberships

- Chair- Programming and Events - UCLA Latino Alumni Association

Education

- University of California Los Angeles - BA, Philosophy-Political Science
- Los Angeles Community College - AA, Sociology, Broadcasting

Skills: Bilingual: English/Spanish -PC/MAC -Microsoft Office -Social Media -First Aid-CPR Certified -Wordpress -Final Cut Pro -Research -Copy Editing -Blogging -Public Speaking -Photography -Emotional Intelligence -Broadcasting -Fundraising

1 Additional appropriations shall be made only by official action of the City
2 Council.

3 III. Control of Expenditures: All obligations and expenditures shall be incurred and
4 made in the manner provided by pursuant to State Laws and City ordinances,
5 resolutions and policies relative to purchasing and contracting.

6 IV. Creation of Funds: Each and every Fund listed in the attached preliminary
7 budget is hereby created, continued, established, and/or reestablished as the
8 case may be, and each Fund shall constitute a distinct accounting entity.

9 V. Budgeted Funds: This annual budget resolution shall apply to all funds except
10 bond funds, grant funds, trust and agency funds, and capital funds. Legislative
11 action by the City Council to issue bonds, accept grants, and/or authorize
12 capital projects shall be considered as authority to expend funds for those
13 purposes, subject to the requirements, restrictions and provisions of State Law
14 and Huntington Park Municipal Code relative to purchasing and contracting,
15 and no further appropriation authority will be necessary.

16 VI. Budget Adjustments within Funds: Transfers of amounts herein appropriated
17 with departments, between departments, between departments and within the
18 various funds herein created shall require the approval of the Interim City
19 Manager or his designee, provided the total appropriation for each Fund is not
20 exceeded.

21 VII. Reserved and Budgetary Fund Balances: The transfer of any amount from one
22 Fund to another Fund to another Fund and/or the appropriation of funds from
23 Reserves and Fund Balances shall only be made pursuant to this budget
24 resolution or subsequent official action of the City Council. When made by the
25 City Council, such transfers and/or appropriation of funds from Reserves and
26 Fund Balances shall only be made pursuant to this budget resolution or
27 subsequent official action of the City Council. When made by the City Council,
28 such transfer and/or appropriations shall be considered amendments to the
budget for the Fiscal Year commencing July 1, 2015 and ending June 30, 2016.

BE IT FURTHER RESOLVED, that the Interim City Manager is authorized to
retain any FY 14/15 General fund budget surplus remaining as of June 30, 2015,
defined as revenues greater than expenditures, internal service funds liability funds,
as general fund reserves, as necessary.

BE IT FURTHER RESOLVED, that all purchase order commitments
outstanding on June 30, 2015 are hereby continued, and that unexpended balances
for previously authorized constructions or improvement work that has been initiated
but not completed as June 30, 2015, are hereby re-appropriated and carried forward.

Passed, approved and adopted this 15th day of June 2015.

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Karina Macias, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

Exhibit "A"

PROPOSED ADOPTED
BUDGET SUMMARY

Available for Public Viewing
In the City Clerk's Office

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RESOLUTION NO. 2015-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, ESTABLISHING THE APPROPRIATION LIMIT PURUSANT TO THE PROVISIONS OF THE CALIFORNIA CONSTITUTION ARTICLE XIII B FOR THE FISCAL YEAR 2015-16

WHERAS, the City Council of the City of Huntington Park is required pursuant to the provisions of Article XIII B of the Constitution of the State of California to establish its appropriation limit by resolution; and

WHEREAS, pursuant to Article XIII B, Section 1 of the Constitution of the State of California and Section 7900-7914 of the Government Code of the State of California, the City appropriation limit must be adjusted for changes in per capita personal income or cost of living adjustment, and changes in population; and

WHEREAS, the California Department of Finance has notified the City of the change in City population from 59,058 to 59,312 from the prior calendar year and such change is .43 percent; and

WHEREAS, the California Department of Finance has reported a cost of living adjustment which is an increase of 3.82%; and

WHEREAS, FY 14/15's appropriation limit was \$47,934,191 and is subject to an adjustment factor of 1.046 that takes into account growth in the City's population and cost of living adjustment increase of 3.82%.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby establishes the appropriation limit for the City for fiscal year 2015-2016 to be \$50,335,282.

SECTION 2. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 15nd day of June, 2015.

Karina Macias, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

June 15, 2015

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

Dear Mayor and Members of the City Council:

RESOLUTION APPROVING INVESTMENT POLICY (FY 2015-2016) AND DELEGATING AUTHORITY TO INTERIM FINANCE DIRECTOR/TREASURER

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2015-22, Delegating Investment Authority to the Interim Finance Director/Treasurer Pursuant to Government Code Section 53607; and
2. Adopt the Statement of Investment Policy FY 2015-2016.

BACKGROUND

On January 5, 2015, the City Council appointed an Interim Director of Finance, who also serves as Treasurer of the City. Among other activities, the Treasurer is tasked with the responsibility for investing the City's idle funds.

The authority for management of the City's investment program is derived from the California Government Code, and the Treasurer has responsibility and accountability for all transactions that are undertaken as well as establishing the appropriate controls for any activities that are carried out on her behalf.

The delegation to the Treasurer must be made each year as part of the Statement of Investment Policy and as such, Appendix A the Statement of Investment Policy is made a part of the accompanying Resolution. The Statement of Investment Policy remains unchanged from FY 2014-2015.

RESOLUTION APPROVING INVESTMENT POLICY (FY 2015-2016) AND DELEGATING AUTHORITY TO INTERIM FINANCE DIRECTOR/TREASURER

June 15, 2015

Page 2 of 2

We recommend that the City Council:

- (1) Delegate to the Director of Finance/Treasurer the authority to carry out the City's investment program pursuant to the Statement of Investment Policy; and
- (2) Adopt the Annual Statement of Investment Policy for fiscal year 2015/16.

FISCAL IMPACT/FINANCING

There is no fiscal impact as a result of these administrative changes.

CONCLUSION

Upon Council approval, the resolution will be adopted and investment authority will be delegated to the Interim Director of Finance/Treasurer.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



JAN MAZYCK
Interim Director of Finance/Treasurer

ATTACHMENTS

A. Resolution No. 2015-22

EXHIBIT A

CITY OF HUNTINGTON PARK STATEMENT OF INVESTMENT POLICY

I. PURPOSE

This policy is intended to provide the structure for prudent investment of the cash balances delegated to the City of Huntington Park Interim Director of Finance who also serves as the City's Treasurer ("Treasurer"). The Investment Policy Statement is approved annually by the City Council and as required by California Government Code Section 53646(a)(1).

II. POLICY STATEMENT

The investment practices and policies of the City are based on compliance with State law and prudent money management. It is the City's policy to invest public funds in a prudent manner which will provide the highest yield consistent with the maximum security and preservation of invested principal, while meeting the daily cash flow demands of the City, and conforming to all applicable federal, state and local statutes governing the investment of public funds.

III. SCOPE

This investment policy applies to all financial assets of the City and excludes retirement and deferred compensation funds. Financial assets are reported in the City's Comprehensive Annual Financial Report and are accounted for in the following funds:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Debt Service Funds
- Internal Service Funds
- Trust and Agency Funds
- Any new funds created by the City Council unless specifically exempted

The provisions of the related bond indentures or resolutions shall govern investments of bond proceeds.

IV. **PRUDENCE**

Government Code Section 27000.3 and Section 53600.3 provides that the “prudent investor” standard is to be used by the Treasurer as a fiduciary of public funds. This standard provides that when investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, the Treasurer shall act with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

V. **DELEGATION OF AUTHORITY**

Authority to manage the City’s investment program is derived from the California Government Code. Management responsibility for the investment program is hereby delegated to the Treasurer who shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials, and their procedures in the absence of the Treasurer.

The Treasurer shall establish written investment policy procedures for the operation of the investment program consistent with this investment policy. The procedures should include references to safekeeping, wire transfer agreements, collateral/depository agreements, banking services contracts, and other investment-related activities. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer.

The Treasurer can designate a staff person(s) to be responsible for investment transactions and to sign as a secondary signature on time deposits and other public fund accounts. The City may engage the support

services of outside professionals in regard to its investment program, as long as it can be clearly demonstrated that these services produce a financial advantage and protection of the portfolio.

Page | 3 VI.

OBJECTIVES

The objectives for investing and managing public funds and the order of priority are as follows:

- A. Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments to the extent possible by investing in a variety of securities offering independent returns and financial institutions, as well as investing in high investment grade securities.

- B. Liquidity: The City's investment portfolio shall remain sufficiently liquid to enable the City to meet all operating requirements that are reasonably anticipated. Liquidity refers to the ability to sell an investment at any given moment with a minimal chance of losing some portion of principal or interest.

- C. Yield: The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

VII. AUTHORIZED INVESTMENTS

While the Government Code Section 53600 *et seq.* authorizes the investment in a variety of securities, including U. S. Treasuries, U. S. Government Agencies, Commercial Paper Negotiable Certificates of Deposit, Repurchase Agreements, Money Market Mutual Funds, Investment Pools, among others, as a practical matter and at this time, the City invests only in the Local Agency Investment Fund run by California State Treasurer. LAIF affords local agencies like the City the opportunity to participate in a much larger portfolio thereby be capitalizing on returns of a pooled portfolio as well as investment expertise of the State Treasurer's Office investment staff.

As with any investment, the Treasurer is similarly required to conduct the requisite analysis of any pooled investments such as LAIF, money market funds, or local government investment pools held by the City shall be conducted by the City Treasurer on an annual basis. The analysis shall include a review of the pool's investment policy, underlying securities, and an assessment of risk management procedures.

VIII. **ETHICS AND CONFLICTS OF INTEREST**

The Treasurer and all investment personnel shall refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair his/her ability to make impartial investment decisions. The Treasurer and all investment personnel shall disclose to the Interim City Manager any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment portfolio.

The State of California's Fair Political Practices Commission Statement of Economic Interests, Form 700, shall be completed on an annual basis by the Treasurer and other employees designated in Government Code Section 87200.

IX. **REPORTING**

In addition to general reporting and updates to the Interim City Manager, the Treasurer will submit to each member of the City Council a periodic report (either semi-annually or annually). The report shall contain a complete description of the portfolio, including the types of investments, issuers, maturity dates, par values and current market values. In the case of funds invested in the Local Agency Investment Fund (LAIF), and funds held by trustees or fiscal agents, and current statements from those institutions will satisfy the reporting requirements. The report will also include a certification of the following:

"All investment activities since the last report have been made in full compliance with the investment policy."

X. **INTERNAL CONTROL**

The Treasurer shall establish a system of written internal controls which will be reviewed annually with the City's independent (external) auditor. The controls shall be designed to prevent loss of public funds due to fraud, employee error and misrepresentation by third parties and imprudent actions by employees of the Treasurer's Office.

XI. **ADOPTION**

The investment policy shall be adopted annually by resolution.



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

June 15, 2015

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

Dear Mayor and Members of the City Council:

AUTHORIZE USE OF CDBG FUNDS, APPROVE AGREEMENT WITH LOS ANGELES UNIFIED SCHOOL DISTRICT (LAUSD) FOR USE OF SCHOOL POOL AND APPROVE AGREEMENT WITH USA POOLS INC. FOR POOL MANAGEMENT SERVICES FOR SUMMER SWIM PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the use of CDBG after school program funding in the amount of \$21,191 to fund the City's FY16 Summer Swim Program;
2. Approve agreement with the Los Angeles Unified School District (LAUSD) for the use of Linda Marquez High School for the Summer Swim Program;
3. Exempt staff from undergoing the formal service contract procedure to procure pool management services based upon provisions of the Huntington Park Municipal Code, sections 2-5.14 and 2-5.19(b);
4. Approve agreement with USA Pools Inc. to provide pool management services for the City's Summer Swim Program; and
5. Authorize Interim City Manager to execute agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Summer Swim Program was piloted and implemented in July 2014, as part of the City's Healthy Eating Active Living (HEAL) Initiative, which was passed by resolution in June 2010. The Summer Swim Program offers an opportunity for youth and their families to engage in a positive physical activity that promotes the benefits of living a healthier lifestyle. More importantly, with the recent implementation of this program, the

AUTHORIZE USE OF CDBG FUNDS, APPROVE AGREEMENT WITH LOS ANGELES UNIFIED SCHOOL DISTRICT (LAUSD) FOR USE OF SCHOOL POOL AND APPROVE AGREEMENT WITH USA POOLS INC. FOR POOL MANAGEMENT SERVICES FOR SUMMER SWIM PROGRAM

June 15, 2015

Page 3 of 3

- Products & complete operations \$2,000,000
- Personal & advertising injury \$1,000,000
- General aggregate limit \$4,000,000
- Property Damage \$ 300,000
- Medical payment (any one person) \$10,000

The City Attorney has reviewed and approved to form the proposed USA Pools Swimming Pool Management Agreement.

Given that USA Pools Inc. provided excellent services last year and is the only responsive vendor to-date, staff requests that the formal service contract procedure of the City's Purchasing Policy & Procedures, be waived per Sections 2-5.14 and 2-5.19(b) of the Huntington Park Municipal Code and have the City procure the needed pool management services from USA Pools Inc.

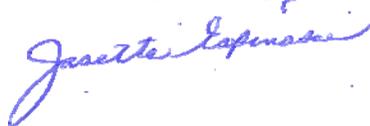
CONCLUSION

Upon Council approval, staff will assist to ensure the execution of the agreement between USA Pools and LAUSD, to prepare purchase orders and other necessary paperwork.

Next year, staff will seek grant funding to assist in the operation of the program.

Respectfully submitted,

JOHN A. ORNELAS
Interim City Manager



Josette Espinosa
Director of Parks and Recreation

ATTACHMENTS

- A: LAUSD Agreement
- B: Aquatic Management Agreement

ATTACHMENT A

LAUSD Agreement

Available Monday, June 15, 2014

AQUATIC MANAGEMENT AGREEMENT

THIS AGREEMENT, between USA Pools of California (the "Company") and The City of Huntington Park (the "Owner"), is to provide operations, staff and management services by the Company of the Owner's aquatic facility located in Los Angeles County, California, in accordance with the specification, conditions, and terms set forth herein.

1. OPERATIONAL TIMES

DATES OF OPERATION:

July 6, 2015 through August 7, 2015

HOURS OF OPERATION:

Monday –1:30pm – 5:30pm

Thursday –1:30pm – 5:30pm

Sunday – 1:30pm- 6:00pm

Tuesday – 1:30pm – 5:30pm

Friday – 1:30pm – 5:30pm

Wednesday – 1:30pm – 5:30pm

Saturday – 1:00pm- 6:00pm

2. SCOPE OF SERVICES:

- Advertise & Recruit
- Interview & Pre-Screen
- Hire & On-boarding
- Train
- Provide Staff
- Promote Programs & Events
- Market Programs & Events
- Manage Staff
- Risk Management
- Enforce Water Safety

3. **PAYMENTS:** The Company hereby proposes to perform the work and services set forth above for the price 1YR. \$21,191.00 per swim year upon specification, conditions and terms as set forth herein. Payments by Owner to Company shall be made in accordance with the following schedule:

DUE	<u>Upon Signing</u>	<u>August 1</u>	<u>September 1</u>
_____ 1 Year	\$11,655.05	\$7,416.85	\$2,119.10

4. **PROPOSAL EXPIRATION OPTION:** This contract is void at the Company's option if not executed by the Owner and returned to the Company by June 18, 2015.

5. **ACCEPTANCE:** Acceptance of this Agreement by Owner through signatures below, and return of this Agreement along with any payments due hereunder will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto. Owner acknowledges that it owns and /or operates the aquatic facility and has legal capacity and authority to enter into this agreement and bind the property owner of the aquatic facility. Owner agrees to contract specifications in the proceeding body Agreement. Any actual changes to this Agreement must be listed in a separate Addendum.

USA Pools of California

By: USA Management, LLC

By: _____

Contract Department

Date: 6/9/2015

City of Huntington Park

By: _____

Authorized Agent - "Owner"

Date: _____

By: _____

EFFECTIVE DATE: This Agreement, when executed by both parties hereto, shall become effective on date of signing, for the swim season(s) July 6, 2015 through August 7, 2015. This agreement shall then continue from year to year on the same terms and conditions set forth herein, at an amount not to exceed an increase of ten (10%) percent each swim year. In the event that Owner desires not to renew and extend this Agreement as provided herein, Owner shall provide Company with written notice by certified mail delivered to 10800 Alpharetta Hwy Suite 208-522 Roswell, GA 30076 prior to September 15, of each year.

ACCESS AND UTILITIES: The Owner agrees to permit and maintain free access to the facility site and, 60 days from the "Opening Date", as provided for in section **OPERATIONALTIMES**, provide three (3) sets of keys, each year, to Company to all locks required to operate the facility. Company shall keep and safeguard keys and release keys only to authorized personnel. NOTE: If locks at facility site change, three (3) sets of keys shall be supplied to Company within three (3) working days.

Owner further agrees to furnish without cost to Company:

1. Water
2. Electricity
3. 110 volt electrical outlet in pump room
4. Receptacles for trash
5. Garbage pick-up service
6. First aid kit and restock, each year.
7. Land-line Telephone (If telephone is ever out of service facility shall remain closed until repair is complete.)
8. Guard stand and umbrella for guard stand.
9. Equipment to operate facility required by local county health codes. I.e. ring buoys, rescue tubes, life jackets, test kit, chemical injection system, etc.
10. Complete written copy of facility rules and water safety rules.

TELEPHONE: The Owner agrees to be responsible for and to provide an operational touch-tone telephone thirty (30) days prior to opening and accessible to personnel at pool site. Consistent with health department regulations and for safety reasons facility shall only be open when the telephone is operational. The telephone must be capable of receiving incoming calls and be a dedicated land line for communication and management purposes. The telephone cannot be cellular or portable for facility location and address will not register with Emergency Services.

FIRST AID KIT: Owner agrees to be responsible for supplying and maintaining a completely stocked first aid kit, consistent with local health department regulations thirty (45) days prior to opening date. If first aid kit is not provided for or maintained then Company shall to provide a first aid kit. Owner agrees to pay for first aid kit or supplies as provided for in section **REPAIR WORK**.

VANDALISM: Upon authorization from Owner, the Owner agrees to pay additional reasonable charges for cleanup as the result of vandalism or acts of God, in accordance with section **PAYMENT DISCLOSURE**. The Company shall not be held liable nor assumes any responsibility for any and all damage caused by vandalism or acts of God to the facility, equipment and/or surrounding areas. Should water quality be affected by vandalism or acts of God the cost of correction shall be invoiced to the Owner. This service shall be made in accordance with section **REPAIR WORK**.

MINIMUM SAFETY STANDARDS: Owner agrees and acknowledges that it is Owner's responsibility and duty to operate Owner's facility within the established local health department regulations and "minimum safety standards". The National Swimming Pool Foundation (NSPF), the National Electric Code (NFPA), the CDC's Recreational Water Illness Prevention, and any and all local health and building codes shall be used as minimum standards for safety herein. The NSPF may be obtained from nspf.org or Granby Circle Colorado Springs, CO 80919; the National Electric Code is available from the nfpa.org or Batterymarch Park, Quincy, MA 02169; the CDC information is from cdc.gov or Clifton Rd, Atlanta, GA 30333; and your local health codes are available from the county environmental health department.

The Company may bring the Owner's facility into compliance with minimum standards in the following areas:

1. Tile depth markings at water line and safety warnings on pool deck
2. Safety equipment: ring buoy(s), rescue tube(s), Coast Guard approved Life Jackets, shepherd hook(s), first aid kit, safety rope with buoys.
3. GFI circuit breakers for underwater pool lights.

Payment for work and equipment to bring Owner's facility within minimum standards on the above items shall be the responsibility of the Owner in accordance with section **PAYMENT DISCLOSURE**.

Note: Company shall have the right to cancel this Agreement, if Owner elects not to have facility brought up to minimum safety standards as defined above.

MINIMUM WATER SAFETY STANDARDS: The Company shall maintain adequate staffing levels as provided for in section **OPERATIONALTIMES** to meet the "10/20 Rule" and/or the "5 minute Scanning Strategy". The Company defines minimum water safety standards as "the reasonable supervision and protection afforded to swimmers in all aquatic facilities" located on the premises of an aquatic facility including recreational pools, lap pools, diving wells, lazy rivers, children's pools, waterslides and other aquatic attractions. Company shall retain personnel and staff that will meet or exceed the lifeguard certification standards set forth by the American Red Cross and the local or State Department of Public Health.

The Owner agrees, unless otherwise agreed upon, to provide all aquatic safety rescue equipment necessary to provide quality care for swimmers who patronize the swimming facility including, but not limited to, for each facility, rescue tubes, lifeguard stand/stations, spinal extrication board with head/neck stabilizing supports, supplemental oxygen, Automatic External Defibrillators (AED), seal-easy face masks, Bag Valve Masks (BVM's) (for adult/child/Infant), first aid kit, bloodborne kit, ring buoy/rope, shepherd's hook, fanny packs, surgical gloves and one V- vacuum suction device.

Company shall provide 1 unannounced safety audit per quarter per facility and report finding of the audit upon completion. The audit shall include unedited video and a written evaluation.

Company agrees to designate a representative to attend Owner's "monthly" meetings to report on aquatic facility's operations and maintenance. Owner agrees to provide Company a 30 day notice of Owner's scheduled "monthly" meetings.

Company shall develop and establish an Emergency Action Plan (EAP) to maintain overall safety for Owner's facility, which must be approved in writing by Owner. Copies of the EAP will be made available prior to the opening of the facility.

The Owner agrees, unless otherwise agreed upon, to provide on ample amount of Coast Guard Approved Life Jackets (CGLJ) for all swimmers at Owner's facility that is less than 48" (inches). This water safety equipment is necessary to provide quality care for swimmers who patronize the facility to ensure their water safety. Company agrees to provide proper signage and measuring instrument to standardize swimmers who are less than 48" (inches) to provide the CGLJ. Company shall provide and administer a water safety "swim test" (swim 1 length of

pool and tread water for 60 seconds) for swimmers that are 48" (inches) or less to test their "basic" water safety swimming skills.

Owner's aquatic swimming facility shall be separated into "safety zone(s)". Company shall assist Owner to determine water surface square footage. Company shall recommend an adequate number of safety zones to provide the highest level of supervision and water safety based on local and state regulations, industry standards, the 10/20 rule and the 5 minute scanning strategy. Company recommends that supervision by certified personnel be required for any use of the pool. Owner agrees to indemnify and hold Company harmless for any claims arising from use of facility other than during supervised hours. Company agrees to write schedule per the conditions of this agreement except where the schedule is changed due to inclement weather, low bathing load, repairs, fecal matter contamination or the Owner's request for modification of personnel's shifts. Company shall schedule personnel to operate the facility in accordance with section **OPERATIONALTIMES**.

Note: If Owner elects to change the schedule in accordance with section **OPERATIONALTIMES** any time during this agreement, the Owner agrees to provide 7 day written notice to allow company time to accommodate schedule change.

Under normal conditions four (4) personnel (3 guards and 1 gate) shall be at pool site. All personnel will be certified lifeguards. Company may determine personnel requirements based on bathing load, pool size, established safety zone(s), 10/20 Rule and/or the 5 Minute Scanning Strategy. Company shall notify Owner of any necessary staffing increases to accommodate a higher level of security and/or a higher level for customer service. Increased staffing levels could be provided for; heavy usage, private parties or events, holidays and/or any other activity that arises that is not a "normal condition" of facility.

Once every hour, for a period of ten minutes, the pool shall be cleared of all children 17 years and younger. (Safety Break) During this period, personnel shall not be on duty and neither the personnel nor the Company shall be responsible for people using the pool during said safety break.

PERSONNEL: Company personnel who shall work at the Owner's facility in fulfilling the terms of this Agreement shall be personnel of the company and be directed solely by the Company.

1. The Company shall maintain at its expense a sufficient number of personnel to perform Company's responsibilities hereunder. Company shall have sole and complete authority for recruiting, hiring, training, promoting, supervising, compensating and disciplining such personnel and for establishing the terms and conditions of their work environment. Such personnel shall be under the Company's exclusive direction and control.
2. The Company shall train personnel. Personnel not performing up to the standards of the Owner will be replaced by the Company within 48 hours of receipt of written request by Owner or designated representative.
3. Personnel shall have the authority to discipline swimmers and any and all other persons within the facility, within their best judgment and sole discretion consistent with the published and posted rules of the Owner and minimum safety standards as established herein.
4. Personnel are not required to tolerate abusive language or physical confrontations by facilities members or guests. If either occurs, the facility owner or guest will be required to leave the active area and/or premises at the request of personnel. Should guest not comply, the local authorities shall be called. Company has authority to call the appropriate law enforcement authority for assistance and/or arrest if the Company feels necessary. Company feels this action is in the best interest of other facility members or guest and/or company personnel.

5. The Owner remains solely responsible for decisions to readmit anyone temporarily banned from Owners facility. Decisions to temporarily ban or readmit violators shall be immediately conveyed in writing between the parties to this Agreement.
6. Anyone not abiding by the rules or blatantly disregarding them shall be warned and may be asked to leave the pool and/or facility. Should any individual pose an ongoing problem, that matter will be brought to the attention of Company's office and Owner's contact person.
7. Company's management staff shall train personnel.
8. Company's staff shall supervise personnel.
9. Whereas, Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its personnel at Owner's facility. Owner acknowledges that such information and investment is a valuable asset of Company's business. Owner agrees not to hire or contract (without the prior written consent of Company) any personnel or former personnel of the Company directly or indirectly to work at, service, or be connected in any way with the facility named herein for a period of one (1) year from the date of expiration or cancellation of this agreement. Owner further agrees not to contract for aquatic management, maintenance or services as described herein with any other company or individual who makes use of former Company's personnel to work at, service, or be connected in any way at the facility named herein for a period of one (1) year from the date of expiration or cancellation of this agreement.
10. Company shall supervise the Owners kiddie pool.

PERSONNEL RESPONSIBILITIES: Personnel shall be required to be responsible for the following duties and daily on-site maintenance for the purpose of maintaining the facility to industry standards that meet or exceed the requirements published by the National Recreation and Parks Association (NRPA) Aquatic Facility Operations Manual.

1. Supervise main pool.
2. Record bathing load at facility.
3. Enforce water safety guidelines.
4. Checking water chemistry and record readings.
5. Pick up trash in swimming pool area.
6. Straightening deck furniture.
7. Enforcing Owner and Company's rules for the safety and convenience of Owner's patrons.
8. Assisting Owner in monitoring usage of facility.
9. Lock and secure facility upon closing.
10. Owner agrees to report and document any action that may jeopardize the spirit and content of this agreement to company's corporate office.
11. Collect all monies for admissions.

RAIN DAY: In the event of severe weather, Company shall temporarily close the facility whenever threatening weather approaches for the overall safety of swimmers and patrons. This shall not require any change or adjustment in any provision to this agreement.

Lightning, thunder and high winds shall constitute severe weather and are a danger to swimmers. At the first occurrence of thunder or lightning, pool shall be closed to swimmers for 30 minutes. Should thunder or lightning persist, pool shall remain closed until 30 minutes after the last occurrence of thunder or lightning. Deck area shall also be closed for 30 minutes after each occurrence of lightning.

REVENUE & REVENUE SHARING:

UNUSUAL CONDITIONS: Emergency Closing of facility: The Owner and/or the Company may close the facility in an emergency situation, whether the emergency is caused by a breakdown of equipment, any act of God, repairs, or by any other causes outside the control of Company. This shall not require any change or adjustment in any provisions of this agreement. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore pool to normal operation Company shall refund fifty percent (50%) of the daily operational cost to Owner until such time as the facility is reopened for normal operation.

The facility shall be closed to swimming in cases where Fecal Matter is present. To comply with national, state and local codes and recommendations, the Company shall close and treat Owners facility in the event that fecal matter, vomit, or blood should contaminate the pool. Owner agrees to pay for additional reasonable charges. The Company shall ask swimmers to exit the pool, remove matter, vacuum, brush, shock and monitor pool water. The facility shall remain closed to swimmers for up to 4 filtration circulation turnovers or until chlorine levels drop to acceptable levels after 4 turnovers. The Company shall re-open facility for swimming.

Although glass is not permitted in the facility area during operation, glass can enter the facility area due to vandalism, after hour parties or storms that blow glass top tables into facility. Generally, colored glass entering the pool can be identified and removed. Clear glass is not easily seen and it is a requirement of the health department that the pool is drained, surface scrubbed and cleaned, refilled and water rebalanced. The Owner shall be notified should glass enter the pool. Owner shall be required to sign a Waiver of Liability for clear or colored glass on behalf of the Company should Owner elect not to follow required codes to close and drain the pool.

Defects/ Problems may exist that are not evident during Company's original assessment of facility and cannot reasonably be identified without a history of events or difficulties with maintenance in the past. These defects/problems can be in underground plumbing, improperly sized plumbing of which neither can be seen, facing plumbing, defective valves and fittings, hidden electrical problems in panel or wiring, and structural components of the facility such as gunite, deck, tile and coping. Further, defects/problems can assert themselves or develop during the course of a season that requires repair in order to maintain the quality of the pool water or environment, particularly as it relates to circulation and filtration.

Water leaks in a pool can be found in structural cracks, light niches, plumbing, skimmer throats, fresh water fills, and waste lines. Leaks are not limited to those referenced herein. Company shall notify Owner if leak detection is required to identify source of a pool leak. Should Owner elect not to choose to have leak detection performed, Owner is hereby advised that increases in water bill, increases of chemical consumption and citing by Health Department may occur. Owner agrees to pay for increase chemical consumption due to facility water leaks. Leak detection and repair is not a part of this agreement.

REPAIR WORK:

ADDITIONAL PERSONNEL: The Company agrees to schedule personnel for extra hours of operation at the written request of the Owner and subject to the following:

1. Whereas the Company shall schedule personnel for extra hours of operation, the Owner agrees to be responsible for giving the Company no less than seven (7) days of prior written notice. Additional hours are subject to the availability of personnel.

2. The Company shall not schedule any personnel beyond the hour of 11:00 p.m.
3. Personnel scheduled by the Company, other than those specified in this contract, shall be at the rate of \$35.00 per hour. Amount shall be payable to the Company with the seven (7) day prior written notice. This cost is in addition to the fees as provided hereinafter.

INSURANCE/LIABILITY: The company shall maintain the following coverage:

- 1) Worker's Compensation insurance covering all persons engaged on behalf of the Company in the performance of the terms of this agreement.
- 2) General liability insurance in the amount of \$1,000,000.00
- 3) Professional liability insurance and punitive damages in the amount of \$1,000,000.00

Upon written request by Owner, Company agrees to supply copies of certificates of insurance to the Owner verifying the above-mentioned insurance coverage. Company further agrees to list Owner as an additionally insured on policy for a fee of \$200 payable in accordance with section **PAYMENT DISCLOSURE**. It is the responsibility of the Owner to provide all other insurance coverage.

Company assumes no liability for any damage or injury to any persons or property arising from or caused by Acts of God. Except as to the employees of the Company, Company assumes no liability for any damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal. The Company assumes no liability for the acts of any "Good Samaritan" or "First Responders". The Company shall not be liable or responsible to any person or entity for any loss, injuries and/or damages that arise at any time, except such loss, injuries and/or damages that are the direct result of acts or omissions of the Company or its employees. The Company shall not be liable for loss of or damage to the personal property of any person or persons utilizing the pool or its facilities. The Owner further agrees to indemnify and hold the Company harmless from any and all claims (including claims of vicarious and/or joint and several liability), injuries or damages to persons or property arising from any event or circumstance occurring at the pool or its facilities except for those acknowledged by the company as, or proven in a legal proceeding to be, proximately caused by the negligence or gross negligence of the Company or its employees.

The Owner agrees to maintain and keep in full force and affect the following coverage:

1. Premises liability insurance.
2. Comprehensive general liability insurance in the amount of \$1,000,000.00 each accident/each person.

The Company shall not be liable for claims arising from defects in the Owner's premises, equipment, amenities, furniture, or recreation equipment. Owner asserts and attests that all items are in a safe and usable condition and meet any and all necessary standards for usage. Company may notify Owner of any conditions that may pose a hazard, but is not required to do so. It is the sole responsibility of the Owner to repair, remove or replace any defective items that are the property of the Owner.

Owner agrees to provide Company with proof of insurance in the form of Certificates of insurance verifying the above-mentioned insurance coverage.

MISCELLANEOUS:

1. Owner agrees to communicate any comments, suggestions, or complaints concerning the facility, facility staff, or management service directly to the Company's corporate office.
2. The Company shall not be liable for pool and damages caused by hydrostatic lifting or faulty construction.
3. When Company's personnel is not scheduled to work at Owners facility the Company shall assume no responsibility or liability at the facility before or after specified hours of operation.
4. The Company shall not be liable for any damage to the facility, equipment and surrounding areas caused by sudden storms, and/or damage from lightning, wind, hail, or heavy rains.
5. To comply with national, state and local codes and recommendations, the Company shall close and treat Owners pool in the event that fecal matter, vomit, or blood should contaminate the pool. Company shall take appropriate steps to clean and disinfect pool. An additional cost will be invoiced to Owner for this process.
6. If there is a change in local, state or federal laws concerning minimum wage, or concerning any other cost aspect relating to this proposal, the Company may present additional charges to Owner.
7. Company reserves the right to close facility if air temperature is 69 degrees or lower. This shall not require any change or adjustment in any provision to this agreement.

LANDSCAPING: Company shall not be responsible for any landscaping duties. If in the opinion of the Company landscaping presents a problem to the pool and surrounding areas the Company shall notify the Owner. The following is a list of items that affect the pool environment, but are not limited to:

- (1) Leaves entering pool and pool area.
- (2) Leaves clogging skimmers and drains.
- (3) Flowering shrubs, trees and plants.
- (4) Overhanging tree branches.
- (5) Mulch blowing into pool
- (6) Hay from newly seeded grass.
- (7) Cut grass not being removed from pool area.

Landscapers using pool area, pool and/or bathrooms for cleaning equipment or tools, and storage or repotting of plants, cleaning boots off in pool, etc. creates excessive clean up conditions for Company's Personnel. The Owner contact person shall be notified if this occurs and additional charges may be incurred if cleanup is required due to landscapers neglect.

PAYMENT DISCLOSURE: The Company hereby proposes to perform the work and services set forth above for the year upon specification, conditions and terms as set forth herein in accordance with section **PAYMENTS**. Payments by Owner to Company shall be made in accordance with the section **PAYMENTS**.

Contract Payments are due as indicated above. Any contract payment not made within five (5) days of the dates listed above shall be subject to a delinquent payment of five percent (5%) of the amount due or any

portion thereof. In the event contract payment are not received within (10) days of the dates listed above, the Company shall have the right, at its option, and within its sole discretion, to interrupt its services under this Agreement and to withdraw and remove all personnel and supplies from Owner's facilities without any further or additional notice to Owner. Any and all other Payments, including, but not limited to, payments for repairs, parts, equipment, or labor, not made on or before ten (10) days from the due date shall be subject to a delinquent payment of five percent (5%) of the amount due or any portion thereof. In the event payments are not received fifteen (15) days from the due date, the Company shall have the right, at its option, and within its sole discretion, to interrupt or terminate its services under this Agreement and to withdraw and remove all personnel and any unpaid for parts, equipment, and/or supplies from Owner's facilities without any further or additional notice to Owner. Any such interruption or termination notwithstanding, Owner shall be fully responsible for all payments provided herein. In the event that Company is required to collect payment at Owner's establishment, Owner agrees to pay an amount not to exceed \$250.00 for courier services.

In the event that the Company elects to pursue collection of any amounts due under this Agreement, Owner shall pay all said amounts, together with the interest at the rate of 18% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorney's fees.

CANCELLATION: The Owner shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities as follows:

- (1) Owner shall notify corporate office (10800 Alpharetta Hwy, Ste. 208-522, Roswell, GA 30075) by certified mail and by phone of any problem regarding performance as detailed in the Agreement. Company shall have five (5) business days following receipt of certified notification to remedy stated violation of agreement. (the "Remedy Period")
- (2) If Company fails to remedy the violation within the "Remedy Period" as detailed in this Agreement; Owner may then cancel this Agreement by providing Company written notice of cancellation via certified mail, within ten (10) days of the end of the remedy period. This agreement shall then terminate five (5) days after the receipt thereof by the Company. (the "Termination Date")
- (3) In the event that the Owner terminates agreement by procedure stated above, the Owner shall be entitled to a refund for monies paid in advance. Refund to Owner shall be calculated as follows:

Divide the contract price by the total number of days of operation (the first day of the contracted swim season to the last day of the contracted swim season as determined in section 1 of this Agreement). This daily operation cost shall be multiplied by the number of days facility was operated under this Agreement. That amount shall be subtracted from the amount of the contract price paid to the Company by Owner as of the termination date. Company shall refund fifty percent (50%) of the remaining amount paid to the Company by Owner as of the termination date.

- (4) Refund shall be paid within fourteen (14) business days after termination.

OWNER CONTACT PERSON: Please direct all Company communications to the following Owner/ Representative: Owner agrees at least one of the designated "contact person(s)" below is an elected official and/or

officer of the Owners organization.

1st CONTACT PERSON: Name: _____ Street: _____ City: _____ St: ____ Zip:____ Home Phone: _____ Cell Phone: _____	2nd CONTACT PERSON: Name: _____ Street: _____ City: _____ St: ____ Zip:____ Home Phone: _____ Cell Phone: _____
BILLING ADDRESS: Name: _____ Street: _____ City: _____ St: ____ Zip:____ Contact Name: _____ Contact Phone: - _____ E-mail: _____	FACILITY ADDRESS: Street: _____ City: _____ St: ____ Zip:____ Pool Phone: _____

VENUE AND GOVERNING LAW: This Contract shall be governed by and construed according to the Laws of the State of California. Venue for any disputes arising out of this Contract shall be in the State or Superior Courts of California.

ENTIRE AGREEMENT, MODIFICATION, and BINDING EFFECT: This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding to ensure the benefit of the Owner and Company and so their respective heirs, successors and assigns.

STRICT COMPLIANCE: No failure of Company to exercise any power or right granted herein, or to insist compliance by Owner with its obligations and duty herein shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.

SEVERABILITY: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

NONWAIVER: Owner and Company agree that no failure to exercise and no delay in exercising any right,

power or privilege under this Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this Agreement.

EXTENSIONS: Unless otherwise agreed to by Owner and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.

ATTORNEYS FEES: In the event of Owners breach of Agreement or legal action to enforce the rights of Company under the terms of this Agreement, the parties agree that the Company shall be entitled to receive as additional damages, any and all litigation expenses, including attorney's fees.

END OF AQUATIC MANAGEMENT AGREEMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/03/2015

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

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

PRODUCER Rykman Insurance and Financial 1000 Johnson Ferry Road Suite B-120 Marietta, GA 30068	770-781-3017 770-781-3019	CONTACT NAME: Christina Lewis PHONE (A/C, No, Ext): 770-781-3017 E-MAIL ADDRESS: clewis2@allstate.com	FAX (A/C, No): 770-781-3019
INSURED USA Management, LLC dba USA pools of California 10800 Alpharetta Hwy Suite 208-522 Roswell, GA 30076		INSURER(S) AFFORDING COVERAGE INSURER A : Accident Insurance Company INSURER B : Allstate Business Insurance INSURER C : CNA INSURER D : INSURER E : INSURER F :	
		NAIC # 74895 19232 20443	

COVERAGES

CERTIFICATE NUMBER: 78984

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CPP 0019161-00	05/26/2015	05/26/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	648579802	05/26/2015	05/26/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CPP 0019161-00	05/26/2015	05/26/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A <input checked="" type="checkbox"/>	3024507687	03/26/2015	03/26/2016	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Huntington Park and LAUSD is listed as additionally insured, including its officers, employees and agents.

A 30 day written notification will be issued to certificate holder, additional insureds and named insured in the event the policy is to be cancelled or non-renewed.

CERTIFICATE HOLDER**CANCELLATION**

City of Huntington Park 6550 Miles Ave Huntington Park, CA 90255	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Christina Lewis

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Northbrook, IL

Policy Number

Additional Insured – Designated Person(s) or Organization(s)

Extended Additional Insured Name

The City of Huntington Park and LAUSD is additionally insured, including its officers, employees and agents.

Blanket Additional Insured Endorsement for:

USA Management, LLC