

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda Monday, August 17, 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.

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.
- 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.

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 Amezquita
Council Member Jhonny Pineda
Council Member Marilyn Sanabria

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS AND ANNOUNCEMENTS

Proclamation presented to Telemundo 52 for their Annual Sports Expo Event
“Experiencia Deportiva”

Presentation by Senator Lara’s Office on their Young Senators Program

“Certificates of Recognition” presented to the Various Organizations who Participated in
the Huntington Park Medical Camp coordinated by Sri Sathya Sai Baba Organization of
America- Pacific South- Region 8

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. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
Significant exposure to litigation – one matter
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(1)
Reyes v. City of HP, et al. LASC Case No. BC576659

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 Meetings:

1-1 Regular City Council Meeting held Monday, August 3, 2015

CITY COUNCIL

2. Second reading, waive further reading and Adopt Ordinance No. 940-NS, amending Ordinance No. 829-NS, Amending Title 2 Chapter 1 Article 2 Section 1.201 of the Huntington Park Municipal Code Relating to City Council Meetings

FINANCE

3. Approve Accounts Payable and Payroll Warrants dated August 17, 2015

4. Approve Resolution Fixing the Annual Pension Tax Rate to Pay the City's Pension Obligation Bond Annual Debt Service and a Portion of the Cost of Public Employees' Retirement System for Fiscal Year 2015-2016

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No 2015-30, Fixing the Rate of Taxes to Pay the Cost of the Public Employees Retirement System for the Fiscal Year 2015-2016 and Levying Taxes for Said Retirement System to the Fiscal Year Beginning July 1, 2015.

5. **Approve Resolution for the Collection of Utility Users Tax for Prepaid Wireless Cards by State Board of Equalization and Resolution for the Examination of Prepaid Telephone Services Surcharges and Local Records by Designated City Staff (Interim Finance Director) and its Consultants**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-31, Authorizing the City Manager and the City Attorney to Execute Certain Documents Required by the State Board of Equalization to Collect the City's Utility User's Tax on Prepaid Wireless Service; and

CONSENT CALENDAR ITEM 5 (continued)

2. Adopt Resolution No. 2015-32, Authorizing the Examination of Prepaid Mobile Telephone Services Surcharge and Local Charge Records by the designated City staff (Interim Finance Director) and its consultants.

PUBLIC WORKS

6. Approval of Purchase Order for Purchase of Gasoline and Diesel Fuel for City Vehicles

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the purchase order with six vendors for the purchase of gasoline and diesel fuel for a not-to-exceed amount of \$250,000 for Fiscal Year (FY) 2015-2016; and
2. Authorize the Interim City Manager to execute a blanket purchase order in a not-to-exceed amount of \$250,000 for FY 2015-2016.

7. Approve Appropriation and Allocation of Competitive Beverage Container Grant Funds

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Appropriate and allocate funds pursuant to the implementation of the competitive beverage container grant which has been fully funded and awarded by CalRecycle.

END OF CONSENT CALENDAR

PUBLIC HEARING

PUBLIC WORKS

- 8. Approve Resolution Approving Conformance with the Congestion Management Program (CMP) and Adopting the 2015 CMP Local Development Report**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 2015-33, Finding the City of Huntington Park to be in Conformance with the Congestion Management Program (CMP) and Adopting the 2015 CMP Local Development Report (LDR), in Accordance with California Government Code section 65089.

REGULAR AGENDA

COMMUNITY DEVELOPMENT

- 9. Approve Ordinance Related to Residential Rooftop Solar Systems**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve first reading, waive further reading and introduce Ordinance No. 941-NS, amending Title 8 by adding a new Chapter 18 relating to Small Residential Rooftop Solar Systems.; and
2. Schedule the second reading and adoption of the Ordinance for September 7th, 2015.

FINANCE

- 10. Approve Advance from General Fund to Successor Agency for Debt Service Deposit**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Ratify the advance of General Fund cash made to the Successor Agency in the amount of \$497,352 in order for the Successor Agency to make its debt service deposit on August 15, 2015.

REGULAR AGENDA (continued)

FINANCE (continued)

11. Approval of Encumbrances for Expired Public Works Contracts and Agreements

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve encumbrances for expired contracts and maintenance agreements listed in Attachment A totaling \$1,446,248;
2. Direct the preparation and processing of RFPs for each of the contracts listed in Attachment A and return to City Council for approval of new contracts by December 31, 2015; and
3. Authorize the Interim Finance Director to make the required payments related to the contracts listed in Exhibit "A" based upon the authorization established by City Council's affirmative action on the detail provided in Exhibit A, as attached, provided that the amounts do not exceed budgeted amounts.

PARKS AND RECREATION

12. Consideration of Greater Federation of Women's Clubs of Huntington Park Request Use and Facility Fee Waiver for Huntington Park Community Center and Senior Park to Host Proposed Domestic Violence & Sexual Assault Awareness Symposium

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review GFWC Women's Club of Huntington Park's Special Event and Facility Fee Waiver Application for the use of the Huntington Park Community Center and Senior Park to host their Domestic Violence and Sexual Assault Awareness Symposium;
2. Consider request for use of the Huntington Park Community Center for proposed symposium; and
3. Approve proposed fee waiver request in the amount \$1,755 for use of the Huntington Park Community Center.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita

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 an adjourned Regular City Council Meeting on **Tuesday**, September 8, 2015, due to Monday being a Holiday, at 6:00 P.M.

NOTE: *the Regular City of Huntington Park City Council Meetings held the first and third Monday of each month at 6:00 p.m., is scheduled to change, starting **October 6, 2015** to the first and third **TUESDAY** of each month, location to remain the same: 6550 Miles Avenue, Huntington Park, California, Council Chambers.*

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 13th of August, 2015.


Donna G. Schwartz, CMC, City Clerk

MINUTES
Regular Meeting of the
City of Huntington Park City Council
Monday, August 3, 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, August 3, 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 Amezcua, 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, Cosme Lozano, Chief of Police, Josette Espinosa, Director of Parks and Recreation, Jan Mazyck, Interim Finance Director and Donna Schwartz, City Clerk.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Diego Figueroa, 11 year old student from St. Matthias Elementary School for the pledge.

INVOCATION

The invocation was led by Danny Mancha from Praise Chapel

PRESENTATIONS AND ANNOUNCEMENTS

Council presented a "Certificate of Appreciation" to Diego Figueroa for leading the Pledge of Allegiance.

Presentation from Ms. Francine Ayala, Community Manager, "Relay for Life" California Division of the American Cancer Society to Mr. Jose Zepeda and Jessica Maes for Their Involvement in Huntington Park's "Relay for Life."

Mr. & Mrs. Zepeda of El Aviso Magazine presented a \$19,000 check to the American Cancer Society.

Council presented a proclamation to Guadalupe Moreno, Huntington Park, Clinic Supervisor and Genevieve Filmardirossian, Chief Operations Officer for "National Health Center Week" August 9-15, 2015.

Sargent Escobar representing Mothers Against Drunk Drivers (MADD) presented "Certificates of Outstanding Contribution" to City of Huntington Park Police Officers Marissa Larios, Steven Thoreson and Patrick Nijland for Their Support to **Stop Drunk Driving**

Captain Tim Tomkins of the California Highway Patrol (CHP) presented "Certificates of Recognition" to City of Huntington Park Police Officers Estevan Palacios and Patrick Nijland for the "10851" Auto Theft Recovery Award.

Mayor Macias reminded the public that headsets for translation were available.

City Attorney Alvarez-Glasman confirmed with Mayor Macias that at this time public comment cards would no longer be accepted.

PUBLIC COMMENT

1. Leticia Polizzi, Manager of Public Library, invited the public and Council to the Homework Help Center Open House event August 27, 2015 and announced their Teen Advisory Board is now being formed at the Library with the first meeting on August 18, 2015.

PUBLIC COMMENT (continued)

2. Javier and Rosalinda Acosta, residents, spoke in regards to receiving parking tickets on Seville Avenue in the area where they live and asked Council to change the parking time requirements or remove it.
3. Leticia Martinez, Executive Director/CEO, Huntington Park Chamber of Commerce, thanked Council and staff for attending a grand opening of a new business. Ms. Martinez commented on a previous comment made at a previous Council meeting regarding the events held by the Chamber noting the local businesses do benefit from these events and thanked Council for their continued support.
4. Linda Caraballo, Downey resident, spoke in opposition to the undocumented immigrants being appointed to two commissions.
5. Sandra Orozco, Maywood resident, asked PD to not disallow her from moving around in the area of the front row, spoke in opposition of the undocumented immigrants being appointed and commented on the City Attorney.
6. Sergio Infanzon, City of Bell Garden Council Member, spoke in support of the appointment of the undocumented immigrants and noted he himself was once undocumented and is now a U.S. resident.
7. Martha Rocha, resident, also spoke in regards to the parking on Seville Avenue where she resides and asked PD for help regarding the parking tickets that she cannot afford to pay and how it is an inconvenience to keep moving her vehicle because of the time limit to park.
8. H.P. Warriors Soccer team, asked Council for their support in waiving the fees for use of the fields.
9. Andy Molina, resident, voiced concern with things happening in the City, commented on CDBG funds and Rules of Decorum.
10. Alex Reynoso, resident, acknowledged Council Member Amezcuita for his support, commented on Rules of Decorum, Combi buses and stipend for Commissions.
11. Nick Ioannidis, resident, spoke in regards to issues he has had in the City and his much celebrated American Citizenship of 40 years.
12. M. Said, resident, commented on safety in the streets, acknowledged the new Chief of Police and thanked Council and PD for all their support.
13. Betty Retama, resident, voiced concern with the City being bankrupted, city funds, translation services and spoke in support of Nick Ioannidis.
14. Rodolfo Cruz, resident, spoke in regards to the Rules of Decorum, parking in the City, keeping City out of bankruptcy and respect for all citizens in the city.

STAFF RESPONSE

Council Member Sanabria asked City Attorney to explain why the undocumented appointees would not be receiving a stipend. City Attorney Alvarez-Glasman explained that according to Federal Law they cannot receive wages that this is controlled at the Federal level and not the local level. Ms. Sanabria asked City Attorney to explain the purpose of the commissions. City Attorney Alvarez-Glasman explained that the majority of Cities throughout California has advisory commission, on established by State Law which is the Planning Commission, other commissions are determined at a local level, the Council determines the purpose allowing the citizens to participate in the decision making of policies and make recommendations to Council.

STAFF RESPONSE (continued)

Mayor Macias asked Interim City Manager Ornelas to address the comment made regarding parking requirements on Seville Avenue. Interim City Manager Ornelas stated there was a project in the area but will follow-up with the residents and with Staff.

Mayor Macias asked staff to follow-up with H.P. Warriors concern with the fees for use of the fields. Parks & Recreation Director Espinosa stated that there is open play Monday through Friday from 2 to 4 on the new soccer field, on the back field its open every Friday from 8 to 10 for free, AYSO also offers scholarships to low-income kids.

Interim City Manager Ornelas responded to the comments regarding the City in bankruptcy. He stated the City is not in bankruptcy that the City has done a professional and comprehensive budget for the City.

Council Member Amezquita asked the Interim Finance Director Mazyck to provide more clarification in regards to the City's budget. Ms. Mazyck explained that the City's budget does have an adequate fund balance to meet its obligations.

Mayor Macias asked staff to respond to the CDBG funding comment. Interim City Manager Ornelas stated that CDBG is Federal funding that the City receives annually and provides an allocation of these resources to different entities some of these funds are limited to public agencies. The City provided \$5,000 to Southeast Churches as well as the Salvation Army who provides the same services for a funding total of \$10,000 allocations were allocated as done in previous years.

Mayor Macias reiterated the Rules of Decorum and spoke in support of undocumented population.

At 7:15 p.m. City Attorney Alvarez-Glasman recessed to closed session.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9 paragraph (1) of Subdivision (d)
Name of case: Yadira Lopez Case No. WCAB No. ADJ9167991
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code Section 54956.8
Property: APN # 6320-030-906, Lots 14-22
Agency negotiator: John A. Ornelas
Negotiating party: Various potential developers to be determined
Under negotiation: Terms of sale
3. PUBLIC EMPLOYEE RELEASE
Government Code Section 54957
One (1) matter

At 7:41p.m. Mayor Macias reconvened the meeting with all Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman announced that the City Council discussed Items 1-3 for Item 1 direction was provided with respect to possible settlement. Under Item 2 this matter provided direction no action taken item will return at a future date and time. Under Item 3 direction given to Interim City Manager for possible resolution and if a resolution is reached Interim City Manager is given further authority to execute what is necessary to complete the release.

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): Amezcua, 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, July 6, 2015
- 1-2 Regular City Council Meeting held Monday, July 20, 2015

CITY MANAGER

2. Approved agreement CM 16-01 with Hilda Estrada, Independent Contractor for Spanish translation services for regular city council meetings and special city council meetings for an initial period of two (2) years at an amount not to exceed \$32,000, approved appropriation of \$24,000 to Account 111-0110-411.56-41 in order to offset the balance needed for Fiscal Year (FY) 2015-2016 expenditures and authorize the Interim City Manager to execute the agreement.

FINANCE

3. Approved Accounts Payable and Payroll Warrants dated August 3, 2015.

POLICE

4. Approved authorization to renew the service agreement with Inmate Phone Services and authorized the Interim City Manager to execute the agreement.

PUBLIC WORKS

5. Adopted Resolution No. 2015-28, Urging the State to Provide New Sustainable Funding for State and Local Transportation Infrastructure.

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY COUNCIL

6. **Commission Appointments to the Various Commissions:**

Health & Education Commission
Parks & Recreation Commission
Youth Commission

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Make appointments to the Health & Education, Parks & Recreation and Youth Commissions consistent with the newly adopted provisions set forth in Resolution No. 2015-19; and
2. Approve to extend the time period to accept applications for the Civil and Historic Commissions to September 3, 2015; and

REGULAR AGENDA ITEM 6 (continued)

3. Approve additional appropriations in the amounts of \$2,250 to account 111-0121-413.19.05, \$3,600 to account 111-0125-413.19-05 and \$3,000 to account 111-0123-413.19-05 to ensure budgetary sufficiency for FY 2015-2016.

City Attorney Alvarez-Glasman presented the item.

Council proceeded with the appointments to the **Health & Education Commission** as follows:

Council Member Amezcua appointed Juliano Jarquin to a two year term ending March 2017.

Council Member Pineda appointed Francisco Medina to a four year term ending March 2019.

Council Member Sanabria appointed Cynthia Figueroa-Aguirre to a four year term ending March 2019.

Vice Mayor Ortiz appointed Robert Carvales to a four year term ending March 2019.

Mayor Macias appointed Becky Avila to a two year term ending March 2017.

Council proceeded with the appointments to the **Parks and Recreation (aka PARC) Commission** as follows:

Council Member Amezcua appointed Edgar Gordillo to a two year term ending March 2017.

Council Member Pineda appointed Julian Zaratraín to a four year term ending March 2019.

Council Member Sanabria appointed Betty Davis- Gonzales to a four year term ending March 2019.

Vice Mayor Ortiz appointed Jonathan Sanabria to a four year term ending March 2019.

Mayor Macias appointed Manuel Avila to a two year term ending March 2017.

Council proceeded with the appointments to the **Youth Commission** as follows:

Council Member Amezcua appointed Eduardo Castillo and Javier Castro each to two year terms ending March 2017.

Council Member Pineda appointed Valerie Montez and Crystal Meza each to four year terms ending March 2019.

Council Member Sanabria appointed Carla Pantoja and Paulina Ramos each to four year terms ending March 2019.

Vice Mayor Ortiz appointed Jesus Estrada and Kevin Cervantes each to four year terms ending March 2019.

Mayor Macias appointed Joseph Hernandez and Carmen Gastelum each to two year terms ending March 2017.

City Attorney Alvarez-Glasman reiterated the process of once appointed that a Live Scan will be taken.

Council Member Amezcua questioned if the Live Scan involves an immigration status. Chief Lozano stated no that it is for a criminal status.

REGULAR AGENDA ITEM 6 (continued)

City Attorney Alvarez-Glasman noted the last two items for Council to approve.

Motion: Council Member Sanabria motioned to approve extending the time period to accept applications for the Civil and Historic Commissions to September 3, 2015 and approve additional appropriations in the amounts of \$2,250 to account 111-0121-413.19.05, \$3,600 to account 111-0125-413.19-05 and \$3,000 to account 111-0123-413.19-05 to ensure budgetary sufficiency for FY 2015-2016, seconded by Council Member Pineda. Motion passed 4 to 1 by the following vote:

ROLL CALL:

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

CITY MANAGER

7. Consideration of New City Council Meeting Day from Mondays to Tuesdays

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Consider changing the day for the regular City Council meetings from the 1st and 3rd Monday of every month to the 1st and 3rd Tuesday of every month;
2. If Council concurs, waive further reading and introduce Ordinance No. 940-NS, amending Ordinance No. 829-NS, Amending Title 2 Chapter 1 Article 2 Section 1.201 of the Huntington Park Municipal Code Relating to City Council Meetings; and
3. Notify the public of the new meeting day Tuesday to take effect 30 days after the second reading and adoption of said ordinance at the August 17, 2015 City Council Regular Meeting, with the first new regular City Council meeting starting Tuesday, October 6, 2015.

Interim City Manager presented the item.

Council Member Sanabria spoke in support of staff's recommendations.

Vice Mayor Ortiz questioned what the process would be in notifying the public of the new change and requested that at events this change be mentioned.

Interim City Manager stated the typical avenues of noticing the public.

Council Member Amezquita requested an analysis for the possibility of Fridays being open.

Motion: Council Member Sanabria motioned to introduce Ordinance No. 940-NS, amending Ordinance No. 829-NS, Amending Title 2 Chapter 1 Article 2 Section 1.201 of the Huntington Park Municipal Code Relating to City Council Meetings and to notify the public of the new meeting day Tuesday to take effect 30 days after the second reading and adoption of said ordinance at the August 17, 2015 City Council Regular Meeting, with the first new regular City Council meeting starting Tuesday, October 6, 2015, 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

REGULAR AGENDA (continued)

POLICE

8. Authorization to Enter into an Interagency Memorandum of Agreement (MOA) with Centinela Youth Diversion Services, Inc. Regarding the Juvenile Arrest Diversion Program

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the MOA with Centinela Youth Services, Inc. (CYS); and
2. Authorize the Mayor to execute MOA.

Chief of Police Lozano presented the item and introduced Maritsa Molina representative of Centinela Youth who gave a brief explanation of what the program is about.

Vice Mayor Ortiz questioned what kind of mental health programs are offered. Ms. Molina stated we are more specific on diversion the actual offense but pending situation we can find resources but this program is more specific on diversion.

Mayor Macias questioned if a specific officer would be appointed to the program. Chief Lozano explained that there will be two designated liaisons working with the program.

Motion: Council Member Sanabria motioned to approve the MOA with Centinela Youth Services, Inc. and authorize the Mayor to execute the MOA, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

9. Resolution to Approve the Standard Agreement Between the Department of Alcoholic Beverage Control (ABC) Grant Assistance Program (GAP) and the City of Huntington Park for Fiscal Year (FY) 2015-2016 ABC Grant Assistance Program Funding

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Standard Agreement;
2. Adopt Resolution No. 2015-29, Authorizing Chief of Police, Cosme Lozano to Enter into an Agreement with the Department of Alcoholic Beverage Control; and
3. Authorize the Finance Department to make payments to facilitate the successful completion of this project.

Chief of Police Lozano presented the item.

Mayor Macias questioned if the Police Department would be involved with the Department of ABC. Chief Lozano stated no this is strictly Law Enforcement personnel, ABC Agents and Police Department personnel.

Motion: Council Member Sanabria motioned to approve the Standard Agreement, adopt Resolution No. 2015-29 and authorize the Finance Department to make payments to facilitate the successful completion of the project, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

REGULAR AGENDA ITEM 9 (continued)

NOES: Council Member(s): None

PUBLIC WORKS

10. Approve Agreement with Care for the Children for Curb Numbering Painting

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve agreement with Care for the Children for Curb Number Painting for a term of 3 months; and
2. Authorize Interim City Manager to execute agreement.

Interim City Manager Ornelas presented the item.

Council Member Sanabria noting that during her campaign she noticed the curb addresses not being visible and concerned with it being a problem during an emergency situation, hence her request for the contract.

Mayor Macias questioned if the funds are from Public Works. Staff stated yes that the funds are from the Street, Lighting and Landscape Assessment District funds.

Council Member Amezcuita thanked staff and the Interim City Manager for following-up on this item.

Motion: Vice Mayor Ortiz motioned to approve the agreement with Care for Children for curb number painting for a term of 3 months and authorize interim City Manager to execute agreement, seconded by Council Member Sanabria. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, 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 - commented on the concern made by H.P. Warriors regarding the fees for use of the soccer fields and would like to see the fees lower and asked that signs be posted regarding the user fees for soccer fields. Mr. Amezcuita feels the City can use an Economic Development and Transportation Commission, congratulated all the newly appointed Commissioners and noted that it is hard to say no to undocumented immigrants but we are ruled by laws and we need to be transparent.

Council Member Jhonny Pineda - thanked all those who attended the meeting and commented on his appointments noting that change is hard and important for the City and was something he strongly supported during his campaign. Mr. Pineda stated that his two appointments have volunteered for these positions and will not be paid.

Council Member Marilyn Sanabria - thanked staff and the Police Department for all their support, thanked her colleagues for supporting the curb painting contract, thanked all those who applied to the commissions noting she had interviewed a lot of the applicants and the talent they possessed that this affords an opportunity to make commissions better. Ms. Sanabria closed with inviting the public to National Night Out.

COUNCIL COMMUNICATIONS (continued)

Vice Mayor Graciela Ortiz - thanked all those who attended the meeting, is pleased with having the commissions back, spoke in support of all the newly appointed Commissioners, thanked her colleagues and staff for maintaining professionalism at the council meetings and thanked Chief Lozano for his swearing-in event and all who attended.

Mayor Karina Macias – also thanked all those who attended the meeting, reiterated on the Rules of Decorum noting her firm support for these rules, thanked her colleagues for attending the searing-in ceremony for Chief Lozano, congratulated all the newly appointed Commissioners mentioning she also spoke to many of the applicants that applied and the talent each have, spoke on her vision to reactivate the commission, thanked staff for their support, commented on the undocumented appointments and acknowledging her support and closed with noting the messages received by those opposed

ADJOURNMENT

At 8:23 p.m. Mayor Macias adjourned the meeting to a Regular City Council Meeting on Monday, August 17, 2015, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
8-17-15**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AAA ELECTRICAL SUPPLY	108240-00	535-8016-431.61-45	STREET LIGHT LAMPS	15.25	N
				15.25	
ADOLFO PACHECO	53620/53855	111-6060-466.33-20	INSTRUCTOR-GUITAR	212.80	N
	52901/53299	111-6060-466.33-20	INSTRUCTOR- KARATE	425.60	Y
	52930/53439	111-6060-466.33-20	NSTRUCTOR- GUITAR	212.80	Y
	53708/53950	111-6060-466.33-20	INSTRUCTOR-KARATE	334.40	N
				1,185.60	
AFSCME COUNCIL 36	PPE 08-02-2015	802-0000-217.60-10	AFSCME DUES	664.20	Y
				664.20	
ALFRED D. MARTINEZ	7/22/15	111-7010-421.61-20	REIMBURSEMENT	50.00	N
	7/22/15	111-7010-421.61-20	REIMBURSEMENT	39.00	N
				89.00	
ALVAKA NETWORKS	155001SA	111-7010-421.56-41	STAFF AUGMENTATION 2015-7	360.00	N
				360.00	
ALVAREZ-GLASMAN & COLVIN	2015-05-14458	111-0220-411.32-70	MAY 15 LEGAL SERVICES	29,845.07	N
	2015-06-14468	111-0220-411.32-70	JUN 15 LEGAL SERVICES	31,743.65	N
				61,588.72	
AMERI PRIDE UNIFORM SERVICES INC	1401163658	111-8020-431.16-20	LAUNDRY & RENTAL SERVICE	103.68	N
	1401163658	741-8060-431.61-20	LAUNDRY & RENTAL SERVICE	30.98	N
	1401158586	111-8020-431.16-20	LAUNDRY & RENTAL SERVICE	103.68	N
	1401158586	741-8060-431.61-20	LAUNDRY & RENTAL SERVICE	30.98	N
	1401168637	111-8020-431.16-20	LAUNDRY & RENTAL SERVICE	204.66	N
	1401168637	741-8060-431.61-20	LAUNDRY & RENTAL SERVICE	30.98	N
				504.96	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AMERICAN CELEBRATIONS	148894	239-7055-424.61-23	CHECKERED OD PNT BANNER	113.23	N
	138708	239-7055-424.61-23	10 IN LATEX BALLOONS	55.95	N
	133412	239-7055-424.61-23	HELIUM REFILL- 55CF	41.42	N
	149048	239-7055-424.61-23	HELIUM REFILL	32.70	N
	149067	239-7055-424.61-23	CLEAR TAPE & TABLE COVER	17.44	N
				260.74	
AMERICAN FAMILY LIFE ASSURANCE	PPE 08-02-2015	802-0000-217.50-40	CANCER INSURANCE	106.58	Y
				106.58	
AMERICAN TRANSPORTATION SYSTEMS	52610	219-0250-431.57-70	TRANSPORATION SRVCS	1,131.88	N
	52696	219-0250-431.57-70	TRANSPORATION SRVCS	1,240.14	N
				2,372.02	
ANDRES VELASQUEZ	51287-54196	111-0000-228.20-00	SOCIAL HALL DEPOSIT REFUND	450.00	N
				450.00	
ANDREW TORRES	HP-S0082	111-6030-451.61-35	GIRLS BAKETABALL REFEREE	176.00	N
				176.00	
ANIMAL CARE EQUIPMENT & SERVICES	37300	111-7065-441.56-41	6' THROW NET SHIPPING	184.61	N
				184.61	
ANTONIO TOSCANO	54361-52135	111-0000-228.20-00	SOCIAL HALL DEPOSIT REFUND	500.00	N
				500.00	
ARROYO BACKGROUND INVESTIGATIONS	674	111-7010-421.56-41	POST BCKG INVESTIGATION 2	1,600.00	N
	675	111-7010-421.56-41	POST BCKG INVESTIGATION 2	1,600.00	N
				3,200.00	

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AT&T PAYMENT CENTER	7/7/15-8/9/18	111-7010-421.53-10	ACCT #325 266 3215 820 5	63.74	N
				63.74	
BEN LOPEZ	54390-52023	111-0000-228.20-00	FOREFEIT DEPOSIT REFUND	62.00	N
				62.00	
B&L MASTERCARE	41027	535-6090-452.61-20	TOILET TISSUES DISPENSER	365.91	N
				365.91	
BHL INDUSTRIES, INC.	969	681-0000-228.30-00	REFUND-FIRE HYDRANT METER	1,000.00	N
	969	681-0000-345.10-60	REFUND-FIRE HYDRANT METER	200.00	N
				1,200.00	
BRIAN MEJIA	54392-51301	111-0000-228.20-00	FOREFEIT DEPOSIT REFUND	62.00	N
				62.00	
BRIZUELA'S IRON WORK	959	221-8014-429.61-20	TRAFFIC POLE WELDING	1,672.50	N
				1,672.50	
BSN SPORTS, LLC	6423271	111-6040-451.61-35	PORTABLE BENCH	1,996.60	N
				1,996.60	
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 07-19-2015	802-0000-217.30-10	EMPLOYEE RETIREMENT BENEF	33,902.91	N
	PPE 07-19-2015	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	28,983.49	N
	PPE 07-19-2015	802-0000-218.10-10	EMPLOYEE RETIREMENT BENEF	42,652.49	N
				105,538.89	
CALIFORNIA CLETS USERS GROUP	9/1/15-9/4/15	111-7010-421.59-20	TRAINING & TECH SEMINAR	450.00	N
				450.00	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
CALIFORNIA POLICE CHIEFS ASSN.	36	111-7010-421.61-20	CPCA MEMBERSHIP DUES	1,173.00	N
				1,173.00	
CARLA ENRIQUETA TORRES GARCIA	53900/54124	111-6060-466.33-20	CREATIVE LITTLE HAND	112.00	N
	533465-53967	111-6060-466.33-20	PEE WEE SPORTS	291.20	N
				403.20	
CASA BONITA	42156	242-5098-463.73-15	TENANT SUBSIDY REIMBURSE	9,807.58	N
				9,807.58	
CELL BUSINESS EQUIPMENT	IN1704138	111-0110-411.43-05	CHARGES-CONTRACT COPIES	80.43	N
	IN1704138	111-0210-413.43-05	CHARGES-CONTRACT COPIES	80.43	N
				160.86	
CENTRAL BASIN MWD	HP-JUN15	681-8030-461.41-00	WATER CHARGES	132,935.49	N
				132,935.49	
CENTRAL FORD	257539	741-8060-431.43-20	UNIT # 963 PARTS	84.85	N
	257291	741-8060-431.43-20	UNIT # 902 PARTS	384.76	N
	257242	741-8060-431.43-20	UNIT # 340 CREDIT MEMO	-75.90	N
	257286	741-8060-431.43-20	UNIT # 340 PARTS	20.70	N
	257217	741-8060-431.43-20	UNIT # 960 PARTS	13.64	N
	257192	741-8060-431.43-20	UNIT # 960 PARTS	143.38	N
	257144	741-8060-431.43-20	UNIT # 340 PARTS	75.90	N
	257015	741-8060-431.43-20	UNIT # 963 PARTS	143.38	N
	256903	741-8060-431.43-20	UNIT # 963 PARTS	225.99	N
	256906	741-8060-431.43-20	UNIT # 910 PARTS	125.00	N
	258010	741-8060-431.43-20	UNIT 962 CREDIT MEMO	-59.53	N
	258011	741-8060-431.43-20	UNIT 962 PARTS	26.92	N
	257993	741-8060-431.43-20	UNIT 962 CREDIT MEMO	-4.53	N
	257904	741-8060-431.43-20	UNIT 962 SPARK PLUGS	10.58	N

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
CENTRAL FORD	257896	741-8060-431.43-20	UNIT # 962 VALVE	10.00	N
	257746	741-8060-431.43-20	UNIT # 962 PARTS	159.94	N
	257761	741-8060-431.43-20	UNIT # 962 PARTS	255.76	N
	257656	741-8060-431.43-20	UNIT # 941 PARTS	456.66	N
	257578	741-8060-431.43-20	UNIT # 963 VISOR	91.26	N
	257569	741-8060-431.43-20	UNIT # 941 PARTS	158.48	N
	257488	741-8060-431.43-20	SHOP SUPPLIES	96.75	N
	259158	741-8060-431.43-20	UNIT # 906 PARTS	635.44	N
	258707	741-8060-431.43-20	UNIT # 901 PARTS	339.95	N
	257613	741-8060-431.43-20	UNIT # 909 PARTS	15.47	N
	258604	741-8060-431.43-20	UNIT # 909 CREDIT MEMO	-14.74	N
	258573	741-8060-431.43-20	STOCK PARTS	353.40	N
	258574	741-8060-431.43-20	UNIT 909 PARTS	432.55	N
	258575	741-8060-431.43-20	STOCK PARTS	124.26	N
	258253	741-8060-431.43-20	SWITCH	22.91	N
	258433	741-8060-431.43-20	UNIT 960 VALVES	95.32	N
	258454	741-8060-431.43-20	UNIT 960 INSULATORS	125.35	N
	258425	741-8060-431.43-20	UNIT 960 PLATES	70.09	N
	258414	741-8060-431.43-20	UNIT 960 SPARK PLUGS	65.45	N
	258256	741-8060-431.43-20	UNIT 961 HOSE	28.63	N
	258199	741-8060-431.43-20	UNIT 961 PLUNGE	15.22	N
	258198	741-8060-431.43-20	UNIT 960 VISOR	85.04	N
	258136	741-8060-431.43-20	UNIT 960 PARTS	477.22	N
	258125	741-8060-431.43-20	UNIT 960 PARTS	91.44	N
257942	741-8060-431.43-20	PARTS FOR UNIT # 962	150.63	N	
				5,457.62	
CHARTER COMMUNICATIONS	7/31/15-8/30/15	121-7040-421.56-14	ACCT #8245 10 007 0389644	258.66	N
	8/1/15-8/31/15	111-9010-419.61-20	ACCT# 8245 10 007 0019175	11.68	N
				270.34	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
CHRISTRIANSEN AMUSEMENTS	975	681-0000-228.30-00	REFUND-FIRE HYDRANT METER	1,000.00	N
				1,000.00	
CINDY CERVANTES	54193-53741	111-0000-347.50-00	CPR CLASS REFUND	55.00	N
				55.00	
CINDY PALOMERA	HP-S0078	111-6030-451.61-35	GIRL'S BASKETBALL REFEREE	88.00	N
				88.00	
CITY OF HUNTINGTON PARK - STANDARD	PPE 08-02-2015	802-0000-217.50-70	ADDITIONAL LIFE INSURANCE	1,065.92	N
				1,065.92	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 08-02-2015	802-0000-217.30-30	MEDICARE 125	424.00	Y
				424.00	
CITY OF HUNTINGTON PARK GEA	PPE 08-02-2015	802-0000-217.60-10	GEA DUES	130.85	Y
				130.85	
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 08-02-2015	802-0000-217.60-50	LEGAL SHIELD PLAN	133.82	N
				133.82	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 08-02-2015	802-0000-217.50-40	SUPPLEMENTAL INSURANCE	1,614.40	Y
				1,614.40	
COUNTY OF LOS ANGELES DEPT	LAFCO	111-9010-419.31-50	ALLOCATION-LAFCO FY 15/16	1,823.74	N
				1,823.74	
COUNTY OF LOS ANGELES PUBLIC HEALTH	IN0119044	111-6010-451.56-41	HEALTH PERMIT-PEREZ PARK	625.00	N
	IN0137047	111-6010-451.56-41	HEALTH PERMIT-PEREZ PARK	238.00	N

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				863.00	
DAPEER, ROSENBLIT & LITVAK	9948	111-0220-411.32-20	LEGAL SERVICES-HP WELLNES	405.00	N
	10056	111-0220-411.32-20	LEGAL SERVICES	1,558.75	N
				1,963.75	
DARRELL GILCRESE	18410	111-0000-228.70-00	ANIMAL LICENSE REFUND	40.72	N
				40.72	
DATA TICKET INC.	62790	239-7055-424.56-41	CODE ENFORCEMENT CITATION	97.60	N
				97.60	
DE LAGE LANDEN	46445323	111-9010-419.44-10	LEASE-CITY HALL COPY MACH	1,648.82	N
	46598110	111-0110-411.43-05	COPIER LEASE-ADMIN/COUNCI	64.88	N
	46598110	111-0210-413.43-05	COPIER LEASE-ADMIN/COUNCI	64.88	N
				1,778.58	
DEPARTMENT OF ANIMAL CARE AND CONTROL	6/1/2015	111-7065-441.56-41	ANIMAL HOUSING COST	6,897.91	N
	6/1/2015	111-7065-441.61-20	ANIMAL HOUSING COST	3,194.84	N
				10,092.75	
DF POLYGRAPH	2015-5	111-7010-421.56-41	POLYGRAPH EXAMINATIONS	700.00	N
				700.00	
DISH NETWORK	8/12/15-9/11/15	111-7022-421.44-10	ACCT #8255 7070 8088 1936	121.16	N
				121.16	
EDWIN ARAGON	449631	111-3010-415.59-15	REIMBURSE-GFOA TRAINING	333.00	N
				333.00	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
ESTELA RAMIREZ	53523/54222	111-6060-466.33-20	AEROBIC BODY TONING	478.40	N
	53726/54118	111-6060-466.33-20	AEROBICS & PILATES	228.80	N
				707.20	
EWING IRRIGATION PRODUCTS, INC.	90058	535-6090-452.61-20	IRRIGATION REPLACEMENTS	339.87	N
	116331	535-6090-452.61-20	IRRIGATION VALVES-SOLENOI	104.28	N
				444.15	
EVELYN SANCHEZ	54197-53727	111-0000-228.20-00	RAUL PEREZ PARK REFUND	250.00	N
				250.00	
EXPERT ROOTER	91268	111-6022-451.43-10	UNPLUGGED SINK	88.00	N
				88.00	
F&A FEDERAL CREDIT UNION	PPE 08-02-2015	802-0000-217.60-40	F & A CREDIT UNION	17,091.50	Y
				17,091.50	
FATIMA ARRAYGA	54362-53033	111-0000-228.20-00	PEREZ PARK DEPOSIT REFUND	500.00	N
	54362-53033	111-0000-347.70-00	KITCHEN FEE REFUND	30.00	N
				530.00	
FERNANDO JACINTO	54389-52076	111-0000-228.20-00	FOREFEIT DEPOSIT REFUND	62.00	N
				62.00	
FIRST CHOICE SERVICES	750351	111-9010-419.61-20	COFFEE SUPPLIES	119.09	N
				119.09	
GALLS	BC0172098	111-7010-421.61-20	ONE LINE BRASS NAMEPLATE	12.97	N
	BC0163705	111-7022-421.61-24	POLICE UNIFORM SHIRT/ TIE	32.04	N
	BC0173840	111-7022-421.61-24	POLYESTER/WOOL 3 IN CLIP	8.62	N

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				53.63	
GATEWAY CITIES COUNCIL OF	2016-1011	681-8030-461.59-15	ANNUAL MEMBERSHIP 15/16	15,000.00	N
				15,000.00	
GEORGE MIDDLETON	54388-51632	111-0000-228.20-00	FOREFEIT DEPOSIT REFUND	62.00	N
				62.00	
GERARDO A. MARTINEZ	JULY 2015	111-0110-411.56-41	TRANSLATION SERVICES	225.00	N
				225.00	
GLOBALSTAR USA	100000006618188	111-7010-421.61-20	ACCT # 150018653	106.42	N
				106.42	
GUSTAVO HERNANDEZ	148578	111-6020-451.61-35	PURCHASE REIMBURSEMENT	81.64	N
				81.64	
H.P. AUTOMOTIVE & TOW INC.	46354	111-7010-421.61-20	TOYOTA CAMRY TOW FEES	151.20	N
				151.20	
HECTOR HERNANDEZ	3409-814	681-0000-228.70-00	WATER CREDIT REFUND	10.00	N
				10.00	
HERMELINDA ALTAMIRANO	6419-2410	681-0000-228.70-00	WATER-CREDIT REFUND	150.00	N
				150.00	
HERNANDEZ SIGNS, INC.	1604	111-8022-419.43-10	CITY HALL SIGNS	163.50	N
				163.50	
HOME DEPOT - PUBLIC WORKS	261871	111-6022-451.43-10	REC BUILDING EXPENDITURES	39.14	N

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N	
HOME DEPOT - PUBLIC WORKS	9261901	111-6022-451.43-10	REC BUILDING EXPENDITURES	31.54	N	
	9261903	111-6022-451.43-10	REC BUILDING EXPENDITURES	101.94	N	
	8261915	111-6022-451.43-10	REC BUILDING EXPENDITURES	2.11	N	
	8250258	111-6022-451.43-10	REC BUILDING EXPENDITURES	31.54	N	
	2262008	111-8022-419.43-10	REC BUILDING EXPENDITURES	34.31	N	
	261872	111-7020-421.43-10	POLICE DEPT EXPENDITURES	5.42	N	
	92619002	111-7020-421.43-10	POLICE DEPT EXPENDITURES	15.19	N	
	9261904	111-7020-421.43-10	POLICE DEPT EXPENDITURES	54.43	N	
	8261914	111-7020-421.43-10	POLICE DEPT EXPENDITURES	97.95	N	
	5261948	111-7020-421.43-10	POLICE DEPT EXPENDITURES	94.25	N	
	2262011	111-7020-421.43-10	POLICE DEPT EXPENDITURES	48.85	N	
	261883	111-8020-431.43-10	CITY YARD EXPENDITURES	128.62	N	
	2261845	535-6090-452.61-20	STREET TREES/LANDSCAPING	2.11	N	
	8261913	535-6090-452.61-20	SUPPLIES & EXPENSES	110.53	N	
	5262104	535-6090-452.61-20	SUPPLIES & EXPENSES	329.22	N	
	1250289	535-6090-452.61-20	SUPPLIES & EXPENSES	13.04	N	
	262169	535-6090-452.61-20	SUPPLIES & EXPENSES	12.30	N	
	7262226	535-6090-452.61-20	SUPPLIES & EXPENSES	42.43	N	
	7262229	535-6090-452.61-20	SUPPLIES & EXPENSES	55.40	N	
	5262110	535-8016-431.61-45	STREET LIGHT SUPPLIES	1,502.16	N	
	4262129	535-8016-431.61-45	STREET LIGHT SUPPLIES	47.58	N	
	3203146	741-8060-431.43-20	VEHICLE OS & M EXPENSES	102.66	N	
	6261820	111-8010-431.61-20	STREET SUPPLIES & EXPENSE	134.73	N	
	2262009	111-8010-431.61-20	STREET SUPPLIES & EXPENSE	299.49	N	
	5262095	111-8010-431.61-20	STREET SUPPLIES & EXPENSE	6.51	N	
	1262164	111-8010-431.61-20	STREET SUPPLIES & EXPENSE	32.63	N	
					3,376.08	
	HONEYWELL INTERNATIONAL INC.	5232952138	111-6022-451.56-41	HVAC MAINTENANCE	6,259.72	N
		5232952138	111-7020-421.56-41	HVAC MAINTENANCE	6,259.73	N
		5232952138	111-8022-419.56-41	HVAC MAINTENANCE	6,259.73	N

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	5232952137	111-6022-451.56-41	HVAC MONITORING	146.11	N
	5232952137	111-7020-421.56-41	HVAC MONITORING	146.11	N
	5232952137	111-8022-419.56-41	HVAC MONITORING	146.12	N
				19,217.52	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 08-02-2015	802-0000-217.60-10	POLICE MANAGEMENT DUES	15.00	Y
	PPE 08-02-2015	802-0000-217.60-10	POLICE MGMT DUES	50.00	Y
				65.00	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 08-02-2015	802-0000-217.60-10	POLICE OFFICER ASSN DUES	4,193.71	Y
				4,193.71	
HYUNDAI MOTOR FINANCE	SEPT. 2015	111-0210-413.15-50	ACCT # 1210457940	576.33	N
				576.33	
IGNACIO MATA	54391-51309	111-0000-228.20-00	FOREFEIT DEPOSIT REFUND	62.00	N
				62.00	
ISELA IBARRA	54195-53705	111-0000-228.20-00	FOREFEIT DEPOSIT REFUND	500.00	N
				500.00	
INTER VALLEY POOL SUPPLY, INC	77552	681-8030-461.41-00	UNIT CHLORINE WELL 16	275.17	N
	77553	681-8030-461.41-00	UNIT CHLORINE WELL 18	320.20	N
	78053	681-8030-461.41-00	UNIT CHLORINE WELL 16	316.86	N
	78054	681-8030-461.41-00	UNIT CHLORINE WELL 18	346.88	N
	78052	681-8030-461.41-00	UNIT CHLORINE WELL 12	150.09	N
				1,409.20	
JAIME GUTIERREZ	51736/54076	111-0000-228.20-00	FOREFEIT DEPOSIT REFUND	28.00	Y
	51736/54076	111-0000-347.25-00	FOREFEIT DEPOSIT REFUND	350.00	Y

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				378.00	
JANIE LOERA	35977	111-6010-451.61-20	REIMBURSEMENT	21.80	N
				21.80	
JAVIER REYNA ZAPATERIA	21611-25742	681-0000-228.70-00	FINAL WATER BILL REFUND	191.33	N
				191.33	
JEDIDIAH TENLEY	21399-21146	681-0000-228.70-00	WATER DEPOSIT REFUND	200.00	N
				200.00	
JESSE PALOMERA	HP-S0079	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	88.00	N
				88.00	
JESSICA MONSIVAIS	HP-S0080	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	88.00	N
				88.00	
JOHN A ORNELAS	2/24-3/4/2015	111-0210-413.61-20	PURCHASE REIMBURSEMENT	63.26	N
				63.26	
JOHN'S PAINT & HARDWARE	3460	111-8022-419.43-10	CITY HALL BUILDING REPAIR	352.75	N
				352.75	
JOHNSON CHUNG	HP-S0081	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	88.00	N
				88.00	
JORGE CISNEROS	6/26/2015	111-7010-421.59-10	LODGING REIMBURSEMENT	133.58	N
				133.58	
JOSE R. NAVARRO JR.	HP-S0075	111-6030-451.61-35	YOUTH BASEBALL UMPIRING	190.00	N

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				190.00	
JUAN ARTURO PORRAS	6/15-6/26/2015	111-7010-421.59-20	MILEAGE REIMBURSEMENT	174.80	N
	6/15-6/26/2015	111-7010-421.59-20	PARKING REIMBURSEMENT	27.00	N
				201.80	
KEYPER SYSTEMS	70584	111-6010-451.61-20	KEY MGMT SYSTEM SUPPLIES	101.54	N
				101.54	
KURT J. CAMP	HP00078	111-7030-421.56-41	LAFIS DATABASE 16 PRINTS	800.00	N
				800.00	
LAN WAN ENTERPRISE, INC	53044	111-3010-415.74-10	DESKTOP, LAPTOP, SOFTWARE	3,803.82	N
	53240	111-3010-415.74-10	LABOR, WORK ORDER	1,050.00	N
	53064	111-7010-421.56-41	LABOR-SECURE PD SYSTEMS	22,140.00	N
	52926	111-9010-419.43-15	PARKS & REC SERVER REPLAC	704.00	N
	52955	111-9010-419.43-15	PARKS & REC SERVER REPLAC	9,884.07	N
	52965	111-9010-419.43-15	LABOR	2,880.00	N
	52967	111-9010-419.43-15	LABOR SET UP	2,880.00	N
	52969	111-9010-419.43-15	LABOR HOST PARKS&REC	2,880.00	N
	53174	111-9010-419.43-15	AUG 15 ONSITE SUPPORT	7,000.00	N
				53,221.89	
LAW OFFICES OF DAVID VAUGHN	2	111-0220-411.32-70	LEGAL SERVICES-JUNE 2015	18,211.50	N
	1	111-0220-411.32-70	LEGAL SERVICES-MAY 2015	7,267.50	N
				25,479.00	
LB JOHNSON HARDWARE CO #1	675133	535-6090-452.61-20	BOLTS-WASHERS-NUTS	28.25	N
	675377	535-6090-452.61-20	HAND SOAP	13.06	N
				41.31	

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LEONARD GARCIA	34492	111-6020-451.61-35	REIMBURSEMENT	50.00	N
	7/13/15	111-6020-451.61-35	REIMBURSEMENT	21.80	N
	7/4/15	111-6020-451.61-35	REIMBURSEMENT	16.07	N
	5/22/15	111-6020-451.61-35	REIMBURSEMENT	10.32	N
	24	111-6020-451.61-35	REIMBURSEMENT	150.00	N
				248.19	
LEONOR GONZALEZ	13173-14824	681-0000-228.70-00	FINAL WATER BILL REFUND	263.68	N
				263.68	
LORRAINE MENDEZ & ASSOCIATION	162	242-5098-463.56-41	JAN 15 TBRA SERVICES	660.00	N
	190	242-5098-463.56-41	HOUSING/ CDC CONSULTING	660.00	N
	190	239-5060-463.56-41	HOUSING/ CDC CONSULTING	3,065.91	N
	190	239-5060-463.56-41	HOUSING/ CDC CONSULTING	6,986.14	N
	185	242-5098-463.56-41	MAY 15 TBRA SERVICES	660.00	N
				12,032.05	
LOS ANGELES TIMES	9/5/15-9/18/15	121-7040-421.56-14	ACCT # 010002064114	53.85	N
				53.85	
LUCIA CARPIO	54014/54192	111-0000-347.50-00	REFUND FOR BALLET CLASS	35.00	N
				35.00	
LUIS AGUIRRE	17613-23090	681-0000-228.70-00	FINAL WATER BILL REFUND	166.04	N
				166.04	
LUIS ALFREDO OCHOA	HP-S0077	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	264.00	N
				264.00	
MANUEL AVILA	51164-54200	111-0000-228.20-00	SENIOR PARK REFUND	250.00	N

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				250.00	
MARGARITA GALVEZ	54198-51387	111-0000-228.20-00	COMMUNITY CENTER REFUND	451.50	N
				451.50	
MARIA DE LOERA	54233/54359	111-0000-347.50-00	REFUND-SEWING CLASS	40.00	N
				40.00	
MARIA ROSALES	55163-54360	111-0000-228.20-00	COMMUNITY CENTER REFUND	500.00	N
				500.00	
MATSUMOTO CONSULTING LLC	HP 8-4-15	111-3013-415.56-41	PROFESSIONAL SRVS JULY 15	16,800.00	N
				16,800.00	
MERRIMAC ENERGY GROUP	2151713	741-8060-431.62-30	EMERGENCY- FUEL PURCHASE	13,803.22	N
				13,803.22	
METRO TRANSIT SERVICES	201506	219-0250-431.56-43	COMBI BUS ROUTE JUNE 15	47,566.20	N
				47,566.20	
MIREYA VILLELA	50968-54074	111-0000-228.20-00	SENIOR PARK DEPOSIT	234.36	N
				234.36	
MONARCH BEARING COMPANY, INC.	194404	111-7020-421.43-10	TWO WHEELS PD GATE	38.04	N
				38.04	
NAPA PARTS WHOLESALE	125207	741-8060-431.43-20	PARTS OF BUS	491.68	N
	125360	741-8060-431.43-20	PARTS OF BUS	139.83	N
	123655	741-8060-431.43-20	SHOP SUPPLIES	23.29	N
	123784	741-8060-431.43-20	VEHICLE PARTS	39.20	N

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
NAPA PARTS WHOLESAL	123850	741-8060-431.43-20	SHOP STOCK	56.67	N
	123851	741-8060-431.43-20	PARTS FOR UNIT # 905	56.67	N
	123913	741-8060-431.43-20	SHOP STOCK	212.50	N
	123865	741-8060-431.43-20	SHOP STOCK	148.25	N
	123866	741-8060-431.43-20	SHOP STOCK	22.86	N
	124977	741-8060-431.43-20	SHOP SUPPLIES	98.43	N
	124704	741-8060-431.43-20	PARTS FOR UNIT # 138	532.09	N
	126084	741-8060-431.43-20	OIL FILTERS FOR STOCK	66.18	N
	126168	741-8060-431.43-20	AIR FILTERS FOR STOCK	419.76	N
	126167	741-8060-431.43-20	DISC BRAKE BADS FOR STOCK	498.96	N
	126358	741-8060-431.43-20	DISC BRAKE BADS FOR STOCK	179.58	N
	130565	741-8060-431.43-20	SHOP SUPPLIES	19.59	N
	130567	741-8060-431.43-20	SHOP SUPPLIES	54.22	N
	130402	741-8060-431.43-20	SHOP SUPPLIES	92.56	N
	130549	741-8060-431.43-20	SHOP SUPPLIES	95.83	N
	130332	741-8060-431.43-20	SHOP SUPPLIES	229.25	N
	130384	741-8060-431.43-20	SHOP SUPPLIES	92.56	N
	129780	741-8060-431.43-20	LIGHT BULB FOR VEHICLE	21.58	N
	129799	741-8060-431.43-20	MOTOR CONTROL UNIT #960	257.23	N
	129451	741-8060-431.43-20	VEHICLE HOSE FOR STOCK	66.38	N
	128628	741-8060-431.43-20	EVAPORATOR MOTOR	268.13	N
	129101	741-8060-431.43-20	VEHICLE HEATER HOSE	255.61	N
	127945	741-8060-431.43-20	WATER PUMP UNIT # 914	113.34	N
127945	741-8060-431.43-20	SHOP SUPPLIES	175.60	N	
				4,727.83	
NATION WIDE RETIREMENT SOLUTIONS	PPE 08-02-2015	802-0000-217.40-10	DEFFERED COMP	775.00	Y
	PPE 08-02-2015	802-0000-217.40-10	DEFERRED COMP	18,578.91	Y
				19,353.91	
NATIONAL NOTARY ASSOCIATION	A57297	111-1010-411.59-15	MEMBER # 158150241-NOTARY	59.00	N

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	A57282	111-1010-411.59-15	MEMBER # 158150241-INSURA	33.00	N
				92.00	
NICHOLE LANDRY	HP-S0084	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	88.00	N
				88.00	
NICOLAS NORIEGA	51967-54393	111-0000-228.20-00	FORFEIT DEPOSIT REFUND	62.00	N
				62.00	
NORMA URENA	53710	111-6060-466.33-20	CARDIO KICKBOXING CLASS	112.00	N
	53558	111-6060-466.33-20	ZUMBA KIDS CLASS	179.20	N
				291.20	
O'REILLY AUTO PARTS	2959-376536	741-8060-431.43-20	UNIT # 963 COMPRESSOR	98.06	N
	2959-376531	741-8060-431.43-20	STARTER	145.83	N
	3959-376535	741-8060-431.43-20	CREDIT MEMO	-145.83	N
	2959-376865	741-8060-431.43-20	GREASE GUN	21.79	N
	2959-376723	741-8060-431.43-20	SHOP SUPPLIES	58.79	N
	2959-376886	741-8060-431.43-20	DUCT HOSE	12.91	N
	2959-376933	741-8060-431.43-20	EGR VALVE	68.74	N
	2959-376880	741-8060-431.43-20	GREASE GUN CREDIT MEMO	-21.79	N
	2959-379192	741-8060-431.43-20	FLEET RUNNER	41.97	N
	2959-380934	741-8060-431.43-20	UNIT # 956 BATTERY	187.26	N
	2959-381514	741-8060-431.43-20	CYLINDER	96.86	N
	2959-381457	741-8060-431.43-20	MINI LAMP	11.16	N
	2959-382025	741-8060-431.43-20	TPMS BAND	33.27	N
	2959-383423	741-8060-431.43-20	RADIATOR HOSE	15.33	N
	2959-684568	741-8060-431.43-20	CREDIT MEMO	-109.00	N
	2959-384217	741-8060-431.43-20	MINI BULB	67.32	N
	2959-384424	741-8060-431.43-20	UNIT # 960 PARTS	280.39	N
	2959-384672	741-8060-431.43-20	UNIT # 960 GEAR FIX	85.02	N

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O'REILLY AUTO PARTS	2959-385029	741-8060-431.43-20	SHOP SUPPLY	874.16	N
	2959-384901	741-8060-431.43-20	OIL LINE	51.82	N
	2959-386697	741-8060-431.43-20	HOIST STAND	119.89	N
	2959-387097	741-8060-431.43-20	SHOP SUPPLY	7.07	N
	2959-374777	741-8060-431.43-20	PARTS FOR UNIT # 963	361.68	N
				2,362.70	
OMG NATIONAL	N1022943	239-7055-424.61-23	PRINTING-STICKERS	438.00	N
				438.00	
ORFELINDA VIDAURRI	54066/54363	111-0000-347.50-00	REFUND FOR KARATE CLASS	35.00	N
				35.00	
PARAMOUNT ICELAND INC.	53389/53733	111-6060-466.33-20	ICE SKATING CLASS (SAT)	76.80	N
	53970/53970	111-6060-466.33-20	ICE SKATING CLASS (FRI)	76.80	N
				153.60	
PARS	315959	111-9010-419.56-41	PARS ARS	368.42	N
	31902	217-0230-413.56-41	REP FEES	2,121.80	N
				2,490.22	
PHONE SUPPLEMENTS INC.	0023771-IN	111-7040-421.61-32	DISPATCH SUPPLIES	89.01	N
				89.01	
PRESENTA PLAQUE CORPORATION	18337	111-0110-411.61-20	33 WOODEN PLAQUES	366.42	N
				366.42	
PRO-MODEL CLEANING SERVICES	115	111-6020-451.56-41	SPECIAL CLEANING SRVCS	200.00	N
	110	111-6020-451.56-41	SPECIAL CLEANING SRVCS	200.00	N
	113	111-6020-451.56-41	SPECIAL CLEANING SRVCS	200.00	N
	119	111-6020-451.56-41	SPECIAL CLEANING SRVCS	200.00	N

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PRO-MODEL CLEANING SERVICES	114	111-6020-451.56-41	SPECIAL CLEANING SRVCS	200.00	N
	118	111-6020-451.56-41	SPECIAL CLEANING SRVCS	200.00	N
	121	111-6020-451.56-41	SPECIAL CLEANING SRVCS	200.00	N
	117	111-6020-451.56-41	SPECIAL CLEANING SRVCS	200.00	N
	120	111-6020-451.56-41	SPECIAL CLEANING SRVCS	200.00	N
	111	111-6020-451.56-41	SPECIAL CLEANING SRVCS	55.00	N
	116	111-6020-451.56-41	SPECIAL CLEANING SRVCS	55.00	N
	112	111-6022-451.56-41	JANITORIAL SRVCS-JULY15	4,977.67	Y
	112	111-7020-421.56-41	JANITORIAL SRVCS-JULY15	3,835.44	Y
	112	111-8020-431.56-41	JANITORIAL SRVCS-JULY15	344.28	Y
	112	111-8022-419.56-41	JANITORIAL SRVCS-JULY15	2,512.97	Y
				13,580.36	
PROCUREIT	PIT16180	111-7022-421.61-27	CLIMATE MONITOR	336.86	N
	PIT16192	111-7022-421.61-27	HP INTERNAL HARD DRIVE	598.53	N
				935.39	
PRUDENTIAL OVERALL SUPPLY	50750880	111-8022-419.43-10	MAT RENTAL-CITY HALL	27.98	N
	50755926	111-8022-419.43-10	MAT RENTAL-CITY HALL	27.98	N
	50760891	111-7010-421.61-20	MAT 4 X 6 LOGO	17.87	N
	50754911	111-6010-451.56-41	MAT CLEANING SRVCS-	74.97	N
	50754910	111-6010-451.56-41	MAT CLEANING SRVCS	40.58	N
				189.38	
PYRO ENGINEERING INC.	13548	111-0240-466.55-40	FIREWORKS-FINAL PAYMENT	12,500.00	Y
				12,500.00	
RAFAEL FRAYRE	HP-S0083	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	88.00	N
				88.00	
RICOH USA, INC.	46312701	111-6010-451.56-41	COPIER LEASE-JULY 2015	222.76	N

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				222.76	
ROSA M. FUENTES	54191-53709	111-0000-347.50-00	REFUND- CPR/FIRST AID	55.00	N
				55.00	
S.E. NELSON CONSTRUCTION	974	681-0000-228.30-00	REFUND FIRE HYDRANT METER	944.69	N
				944.69	
SCHOOL OUTFITTERS LLC	ORD1721440	114-6010-451.73-10	TABLES FOR SALT LAKE PARK	2,386.06	N
				2,386.06	
SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2079725	283-8040-432.56-41	WATER/SEWERMAINTENANCE	11,540.57	N
	STES 2079725	681-8030-461.56-41	WATER/SEWERMAINTENANCE	90,563.54	N
				102,104.11	
SMART & FINAL	175766	111-6020-451.61-35	FOOD SUPPLIES SUMMER CAMP	41.02	N
	179702	111-6020-451.61-35	FOOD SUPPLIES	65.22	N
	186555	111-8020-431.61-20	FOOD SUPPLIES	31.23	N
				137.47	
STEVE NOVAK & ASSOCIATES	5/28-6/26/15	111-0220-411.32-70	LEGAL SERVICES	7,961.90	N
				7,961.90	
SUSAN CRUM	SBX10052807S	111-0210-413.61-20	COFFEE SUPPLY	85.44	N
				85.44	
THE FLAG SHOP	17841	111-6020-451.61-35	ONE CA & US FLAG	153.13	N
	17840	111-8022-419.43-10	FLAG FOR CITY HALL	120.44	N
				273.57	

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THE FROMHOLZ FIRM	20003	111-0220-411.32-70	JUL 15 LEGAL SERVICES	1,785.00	N
				1,785.00	
TRIANGLE SPORTS	31525	111-6030-451.61-35	LITTLE KICKER AWARDS	309.02	N
	31499	111-6030-451.61-35	AWARDS- YOUTH BASEBALL	1,164.67	N
				1,473.69	
TRUGREEN LANDCARE	7957160	535-6090-452.56-60	LANDSCAPING MAINTENANCE	7,494.96	N
	7957160	231-3024-415.56-41	LANDSCAPING MAINTENANCE	1,357.98	N
	7957160	111-8095-431.56-60	LANDSCAPING MAINTENANCE	10,405.80	N
				19,258.74	
TYCO INTEGRATED SECURITY LLC	24478231	111-6022-451.56-41	SECURITY SYST. RAUL PEREZ	200.00	N
	24478232	111-8022-419.56-41	SECURITY SYST. CITY HALL	1,328.29	N
	24478240	111-6022-451.56-41	SECURITY SYST. MUNI BUILD	248.69	N
	24478241	111-6022-451.56-41	SECURITY SYST. REC CENTER	333.45	N
				2,110.43	
U.S. BANK	PPE 08-02-2015	802-0000-217.30-20	PARS- PART TIME EMPLOYEE	2,213.54	Y
	PPE 08-02-2015	802-0000-217.30-20	CITY OF HP-PARS EMPLOYEE	2,502.69	Y
	PPE 08-02-2015	802-0000-218.10-05	CITY OF HP-PARS EMPLOYER	11,279.85	Y
				15,996.08	
UNDERGROUND SERVICE ALERT OF SO CAL	620150121	221-8014-429.56-41	TICKET CHARGES	301.50	N
				301.50	
UNIFIED NUTRIMEALS	1085	111-6055-451.57-42	FOOD SRVC PROGAM	2,716.60	N
				2,716.60	
UNITED WAY OF GREATER	PPE 08-02-2015	802-0000-217.60-20	UNITED WAY	10.00	N
	PPE 08-02-2015	802-0000-217.60-20	UNITED WAY	5.00	N

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				15.00	
UTILITY COST MANAGEMENT LLC	20407	535-8016-431.62-10	SCE ELECTRICITY SRVC	1,241.12	N
				1,241.12	
VANESSA PEREZ	54095/54208	111-0000-347.40-00	REFUND FOR SUMMER CAMP	130.00	N
				130.00	
VERIZON WIRELESS	9749116458	111-0210-413.53-10	ACCT # 5722557978-00001	931.08	N
				931.08	
VICTOR TAPIA	16527-14148	681-0000-228.70-00	WATER CREDIT REFUND	50.00	N
				50.00	
WALTERS WHOLESALE ELECTRIC COMPANY	2096713-00	535-8016-431.61-45	PHOTO CELLS	12.39	N
	2095923-00	535-8016-431.61-45	CABLE TY RAPS	149.26	N
	2095923-00	535-8016-431.61-45	STREET LIGHT LAMPS	98.24	N
	2095637-00	535-8016-431.61-45	STREET LIGHT WIRE REPLACE	963.26	N
	2095048-01	111-6022-451.43-10	SPLASH PAD KEY SWITCH	38.58	N
	2096383-01	535-8016-431.61-45	STL BREAKERS	234.76	N
	2095993-00	535-8016-431.61-45	STREET LIGHT WIRE	1,559.41	N
	2095489-00	111-8022-419.43-10	TY RAP AND WIRES	31.32	N
	2095562-01	535-8016-431.61-45	STREET LAMPS	491.23	N
				3,578.45	
WASTE MANAGEMENT	DEC 2014	112-8026-431.56-59	CITY RUBBISH DISPOSAL	138,059.26	N
	DEC 2014	111-0000-318.10-00	CITY RUBBISH DISPOSAL	-7,124.66	N
	NOV 2014	111-0000-318.10-00	CITY RUBBISH DISPOSAL	-7,124.66	N
	NOV 2014	112-8026-431.56-59	CITY RUBBISH DISPOSAL	138,059.26	N
				261,869.20	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
8-17-15**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
WATER REPLENISHMENT DISTRICT OF	APRIL 2015	681-8030-461.41-00	GROUND WATER PRODUCTION	62,377.00	N
				62,377.00	
WAXIE SANITARY SUPPLY	151561	535-6090-452.61-20	TOILET PAPER TISSUE	535.41	N
				535.41	
WELLS FARGO	24692165M0006MM	111-9010-419.61-20	VSN DOT GOV. REGISTRATION	125.00	N
	24121575XBMTD3G	111-0110-411.53-10	SQUARE TRADE WARRANTIES	4.58	N
	24121575XDDMHJB	111-0110-411.53-10	SQUARE TRADE WARRANTIES	4.58	N
	24121575XD1HWZ8	111-0110-411.53-10	SQUARE TRADE WARRANTIES	4.58	N
	24121575XD2FNLW	111-0110-411.53-10	SQUARE TRADE WARRANTIES	4.58	N
	24121575XD9YAW1	111-0110-411.53-10	SQUARE TRADE WARRANTIES	4.58	N
	24121575XQVZ2XR	111-0210-413.53-10	SQUARE TRADE WARRANTIES	4.58	N
	24125761D4BA09Y	111-0210-413.61-20	SQUARE TRADE WARRANTIES	8.00	N
	24692166100KD2Q	111-0210-413.59-15	ADMINISTRATION CONFERENCE	607.42	N
	246921662002PNJ	111-0210-413.59-15	INDEPENDENT CITIES CONFER	341.71	N
	746921662002PNK	111-0110-411.58-21	REFUND-INDEPENDENT CITIES	-229.37	N
	7/13/15	111-0210-413.61-20	FINANCE CHARGE	15.25	N
				895.49	
WELLS FARGO BANK-FIT	PPE 08-02-2015	802-0000-217.20-10	WELLS FARGO BANK- FIT	14,652.57	Y
	PPE 08-02-2015	802-0000-217.20-10	WELLS FARGO BANK- FIT	49,377.20	Y
				64,029.77	
WELLS FARGO BANK-MEDICARE	PPE 08-02-2015	802-0000-217.10-10	WELLS FARGO BANK-MEDICARE	644.30	Y
	PPE 08-02-2015	802-0000-217.10-10	WELLS FARGO BANK-MEDICARE	6,907.35	Y
				7,551.65	
WELLS FARGO BANK-SIT	PPE 08-02-2015	802-0000-217.20-20	WELLS FARGO BANK-SIT	4,212.37	Y
	PPE 08-02-2015	802-0000-217.20-20	WELLS FARGO BANK-SIT	16,926.94	Y

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
8-17-15**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
				21,139.31	
WESTERN FENCE & SUPPLY CO	19582-44694	111-8020-431.43-10	GATE REPLACEMENT	21.90	N
				21.90	
WHITTIER FERTILIZER CO.	0294689-IN	535-6090-452.61-20	DECOMPOSED GRANITE	352.00	N
	0294698-IN	535-6090-452.61-20	WALK ON BARK	64.90	N
				416.90	
WILLDAN FINANCIAL SERVICES	010-28037	535-8016-431.56-41	SPECIAL TAX DISTRICT 1	1,959.59	N
	010-28038	111-9010-419.56-41	WASTE MANAGEMENT	75.00	N
				2,034.59	
XEROX CORPORATION	080719852	111-8020-431.43-05	XEROX COPIER SUPPPLIES	126.93	N
	080719852	285-8050-432.43-05	XEROX COPIER SUPPPLIES	126.94	N
	080719852	681-8030-461.43-05	XEROX COPIER SUPPPLIES	126.93	N
	80719853	111-7030-421.44-10	WC7545P PRINTER CHARGES	455.21	N
				836.01	
YAIID MORENO	HP-S0076	111-6030-451.61-35	GIRLS BASKETBALL REFEREE	264.00	N
				264.00	
				1,238,258.20	



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

August 17, 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 RESOLUTION FIXING THE ANNUAL PENSION TAX RATE TO PAY THE CITY'S PENSION OBLIGATION BOND ANNUAL DEBT SERVICE AND A PORTION OF THE COST OF PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2015-2016

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No 2015-30, Fixing the Rate of Taxes to Pay the Cost of the Public Employees Retirement System for the Fiscal Year 2015-2016 and Levying Taxes for Said Retirement System to the Fiscal Year Beginning July 1, 2015.

BACKGROUND

In 1976, the voters of the City of Huntington Park approved an initiative to pay for the City's obligation to participate in the State of California Public Employees Retirement System (CalPERS). Since that time, the City Council has annually set this voter approved ad valorem tax rate that facilitates placement on the property tax rolls by the Auditor Controller of the County of Los Angeles in order for the City to be able to meet its CalPERS related pension obligations.

Further, in 2005, the City issued \$23,050,000 City of Huntington Park Pension Obligation Bonds (Federally Taxable), Series 2005A ("Refunding Bonds). The proceeds of the Refunding Bonds were then deposited into CalPERS either to eliminate or mitigate the City's unfunded pension liability at a point in time. The pension tax override was then pledged to the Refunding Bonds and in order to establish the obligation by law, the Refunding Bonds were validated in the courts, a judgment so entered, and the Refunding Bonds and a pledge of the override accordingly validated.

As it has been in the prior years, with City Council's establishment of the property tax rate to be levied for FY 2015/16 by resolution. Staff will move forward with placement on the property tax roll prior to the August 21, 2015 deadline so that collection is ensured for the payment of this year's debt service obligation.

RESOLUTION FIXING THE ANNUAL PENSION TAX RATE TO PAY THE CITY'S PENSION OBLIGATION BOND ANNUAL DEBT SERVICE AND A PORTION OF THE COST OF PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2015-2016

August 17, 2015

Page 2 of 2

FISCAL IMPACT/FINANCING

The pension tax override revenues have been budgeted for Fiscal Year 2015/16 so that the City is able to meet its debt service requirements. For FY 15/16, the estimated total taxable property tax value of \$2.59 billion; based upon this estimated taxable valuation and an override rate of .21%, the City would be entitled to receive \$5.44 million in override revenues.

With the dissolution of redevelopment, the State of California Department of Finance and the County of Los Angeles have reallocated a portion of tax override monies to various taxing entities with the claim that tax increment from the pension override tax must be deposited into the Redevelopment Property Tax Trust Fund. Therefore, of the total \$5.44 million likely to be collected, estimates indicate that the City will receive \$2.62 million, and \$2.82 million will be redistributed.

FY 15/16 debt service requires a payment of \$2.08 million and any remaining amounts will be used to offset CalPERS retirement costs in the current fiscal year.

CONCLUSION

After Council approval of resolution fixing the annual pension tax rate for the payment of debt service as well as a portion of the cost of the CalPERS contribution, the City Clerk shall certify as to the adoption of the Resolution and cause it to be published once in a newspaper of general circulation, no later than fifteen (15) days following the adoption.

Respectfully submitted,


JOHN A. ORNELAS
Interim City Manager


JAN MAZYCK
Interim Director of Finance

ATTACHMENT:

A: Resolution No. 2015-30, Fixing the Rate of Taxes to Pay the Cost of the Public Employees Retirement System for the Fiscal Year 2015-2016 and Levying Taxes for Said Retirement System to the Fiscal Year Beginning July 1, 2015

RESOLUTION NO. 2015-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK FIXING THE RATE OF TAXES TO PAY THE COST OF THE PUBLIC EMPLOYEES RETIREMENT SYSTEM FOR THE FISCAL YEAR 2015-16 AND LEVYING TAXES FOR SAID RETIREMENT SYSTEM TO THE FISCAL YEAR BEGINNING JULY 1, 2015

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

SECTION 1: The tax rate for the cost of the Public Employees Retirement System is hereby fixed at the following rates per \$100.00 of assessed valuation at full market value for the fiscal year 2015-2016 for the following tax districts of the City, namely:

Huntington Park Tax District #1	<u>\$.21000</u>
Huntington Park CBD Redevelopment Project	<u>\$.21000</u>
Huntington Park Industrial Redevelopment Project	<u>\$.21000</u>
Huntington Park North Redevelopment Project	<u>\$.21000</u>
Huntington Park Santa Fe Redevelopment Project Tax	<u>\$.21000</u>
Huntington Park Neighborhood Preservation Redevelopment Project	<u>\$.21000</u>

Said taxes are hereby levied upon all taxable property within the City of Huntington Park.

SECTION 2: The Mayor and/or City Clerk are authorized and directed to certify, under penalty of perjury, that the tax rates levied herein are exempt from the application of Article XIII A, Section 1(A) of the Constitution of the State of California.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution and cause it to be published once in The Press Telegram, a newspaper of general

1 circulation, printed and published in the County of Los Angeles and circulated in the
2 City of Huntington Park. Such publication to be completed not later than fifteen (15)
3 days following the passage hereof.

4 **PASSED, APPROVED AND ADOPTED** this 17th day of August 2015.

6 _____
7 Karina Macias, Mayor

8 ATTEST:

9
10 _____
11 Donna Schwartz, City Clerk



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

August 17, 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 RESOLUTION FOR THE COLLECTION OF UTILITY USERS TAX FOR PREPAID WIRELESS CARDS BY STATE BOARD OF EQUALIZATION AND RESOLUTION FOR THE EXAMINATION OF PREPAID TELEPHONE SERVICES SURCHARGES AND LOCAL RECORDS BY DESIGNATED CITY STAFF (INTERIM FINANCE DIRECTOR) AND ITS CONSULTANTS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2015-31, Authorizing the City Manager and the City Attorney to Execute Certain Documents Required by the State Board of Equalization to Collect the City's Utility User's Tax on Prepaid Wireless Service; and
2. Adopt Resolution No. 2015-32, Authorizing the Examination of Prepaid Mobile Telephone Services Surcharge and Local Charge Records by the designated City staff (Interim Finance Director) and its consultants.

BACKGROUND

Traditionally, a city's utility users tax (UUT) is collected by wireless service providers who include the charge on their customers' monthly invoices. In contrast to this arrangement, customers who purchase pre-paid wireless services usually avoid paying any UUT due to collection complications. With prepaid wireless, there is no contract, no monthly invoices, and the prepaid wireless services are usually sold by retailers, as opposed to service providers themselves. It is estimated that approximately 70% of all prepaid wireless services are sold by retailers. Since these transactions bypass our local UUT, there is a significant loss of revenue to the City. Additionally, traditional phone plan users are treated disparately and the burden of the UUT is not equally shared among all telephone users.

APPROVE RESOLUTION FOR THE COLLECTION OF UTILITY USERS TAX FOR PREPAID WIRELESS CARDS BY STATE BOARD OF EQUALIZATION AND RESOLUTION FOR THE EXAMINATION OF PREPAID TELEPHONE SERVICES SURCHARGES AND LOCAL RECORDS BY DESIGNATED CITY STAFF (INTERIM FINANCE DIRECTOR) AND ITS CONSULTANTS

August 17, 2015

Page 2 of 3

Beginning January 1, 2016, AB 1717 will take effect thereby addressing the collection problem by requiring California retailers and on-line sellers to collect the local UUT at the same time it collects sales tax on its other retail products, based on the point of sale (for retail stores in our City). Accordingly, the new law requires that all local jurisdictions contract with the California State Board of Equalization (BOE) in order to receive UUT imposed on consumers of prepaid wireless phone service.

The attached resolutions authorize the City Manager and the City Attorney to (1) execute certain documents required by the State Board of Equalization to collect the City's UUT on prepaid wireless service. (2) Authorizes examination of local records and surcharges on prepaid mobile telephone services by designating City staff (Interim Finance Director) and the UUT consultants. (3) Establish a relationship between the City and the BOE by way of an Agreement for State Collections and Administration of Local Charges.

The collection of UUT has been a revenue source that relies solely on the use of consultants (by all cities) given the nature of the business. The legislation with BOE relies upon the use of a consultant for the examination of records which leads us to discuss the City's use of Muni Services in this capacity. The passage of this legislation itself has been two years in the making and Muni Services and Don Maynor, Attorney at law have been the drivers. As the City's consultant since 2003, in 2006, Muni Services assisted the City in updates to its UUT ordinance to include telecommunications services which resulted in a revenue increase greater than 50%.

MuniServices is compensated on an annual fee basis of one-half percent of the UUT revenue received by the City. In FY 15, the City paid Muni Services based on revenues of \$5.12 million. It would appear that given a contract that dates back to 2003, a new agreement will be required. Staff proposes to do a solicitation for a consultant specific to the UUT item and return to City Council with a recommendation in the near term in order to satisfy the new legislation. Since 2003, the City has contracted MuniServices, as the Utility Users Tax consultants.

FISCAL IMPACT/FINANCING

Beginning January 1, 2016, AB 1717 will take effect and allow the City to commence collecting Utility User's Tax (UUT) on prepaid mobile telephone services (also referred to as prepaid wireless). While the actual impact of this new revenue source is unknown, the City's UUT revenue consultant (Muni Services) estimates it will range from 15% to 20% of current UUT telecommunication revenues. This estimate is a statewide average, and

APPROVE RESOLUTION FOR THE COLLECTION OF UTILITY USERS TAX FOR PREPAID WIRELESS CARDS BY STATE BOARD OF EQUALIZATION AND RESOLUTION FOR THE EXAMINATION OF PREPAID TELEPHONE SERVICES SURCHARGES AND LOCAL RECORDS BY DESIGNATED CITY STAFF (INTERIM FINANCE DIRECTOR) AND ITS CONSULTANTS

August 17, 2015

Page 3 of 3

individual cities will vary depending on their demographics and the number of large retail stores (located in a city) selling prepaid wireless services. For the City of Huntington Park, this 15-20% increase equates to an estimated annual UUT of \$197,000 to \$262,000. The City will be required to reimburse the State Board of Equalization (BOE) for its implementation costs, with the City's share estimated to be approximately 5 to 6% of the total amounts collected on behalf of the City, or approximately \$9,900 to \$13,150 annually. The BOE costs, and the City's proportionate share, are expected to decline after the first year. The estimated net impact to the Fiscal Year 2015/16 General Fund Operating Budget is an increase of revenues of approximately \$187,000 to \$249,600.

CONCLUSION

Upon approval by City Council adopting said resolutions. Interim City Manager and the City Attorney will execute and submit documents required by the State Board of Equalization to Collect the City's Utility User's Tax on Prepaid Wireless Service. In addition to City Council approval of said resolutions, designated City Staff will have the authorization to examine prepaid mobile telephone services surcharges and local charge records.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



JAN MAZYCK
Interim Finance Director

ATTACHMENTS

- A. Resolution No. 2015-31
- B. Resolution No. 2015-32
- C. Certification
- D. Agreement for State Collection and Administration of Local Charges

RESOLUTION NO. 2015-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO EXECUTE CERTAIN DOCUMENTS REQUIRED BY THE BOARD OF EQUALIZATION TO COLLECT THE CITY'S UTILITY USERS TAX ON PREPAID WIRELESS SERVICE

WHEREAS, pursuant to UUT Ordinance No. 840-NS of the City of Huntington Park and the Local Prepaid Mobile Telephony Services Collection Act, the City of Huntington Park (hereinafter CITY), wishes to enter into a contract with the State Board of Equalization, hereafter referred to as the BOARD, to perform all functions incident to the administration and collection of the prepaid mobile telephony services surcharge and local charges (Rev. & Tax. Code, § 42101.5) effective January 1, 2016; and

WHEREAS, the BOARD requires that CITY: enter into a contract with the BOARD by September 1, 2015; certify the CITY'S UUT ordinance, its rate and applicability; and adopt a resolution authorizing certain persons access to confidential information of the BOARD that is reasonably available to the Board regarding the proper collection and remittance of a local charge of the CITY; and

NOW, THEREFORE IT IS RESOLVED AND ORDERED AS FOLLOWS:

The City Manager is hereby authorized to sign on behalf of the City a contract with the BOARD, as approved by the City Attorney, including any other related documents required by the BOARD to perform all functions incident to the administration and collection of the prepaid mobile telephony services surcharge and local charges (Rev. & Tax. Code, § 42101.5).

Further, the City Attorney is hereby authorized to sign on behalf of the City a certification required by the BOARD certifying certain information regarding the CITY's utility users tax ordinance, the applicable rate, and that it applies to all wireless telecommunication services, including prepaid wireless.

PASSED, APPROVED AND ADOPTED Park this 17th day of August, 2015

Karina Macias, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

RESOLUTION NO. 2015-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AUTHORIZING THE EXAMINATION OF PREPAID MOBILE TELEPHONE SERVICES SURCHARGE AND LOCAL CHARGE RECORDS

WHEREAS, pursuant to Utility Users Tax Ordinance No., 840-NS of the City of Huntington Park and the Local Prepaid Mobile Telephony Services Collection Act, the City of Huntington Park, hereinafter called Local Jurisdiction, entered into a contract with the State Board of Equalization, hereafter referred to as the Board, to perform all functions incident to the administration and collection of the prepaid mobile telephony services surcharge and local charges (Rev. & Tax. Code, § 42101.5); and

WHEREAS, the Local Jurisdiction deems it desirable and necessary for authorized representatives of the Local Jurisdiction to examine confidential prepaid mobile telephony services surcharge and local charge records pertaining to the prepaid mobile telephony services surcharge and local charges collected by the Board for the Local Jurisdiction pursuant to that contract;

WHEREAS, the Board will make available to the Local Jurisdiction any information that is reasonably available to the Board regarding the proper collection and remittance of a local charge of the Local Jurisdiction by a seller, including a direct seller, subject to the confidentiality requirements of Sections 7284.6, 7284.7 and 19542 of the Revenue and Taxation Code; and

WHEREAS, Sections 42110 and 42103 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board of Equalization records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from the prepaid mobile telephony services surcharge and local charge records of the Board;

NOW, THEREFORE IT IS RESOLVED AND ORDERED AS FOLLOWS:

Section 1. That the Interim City Manager or other officer or employee of the Local Jurisdiction Interim Finance Director designated in writing by the Interim City Manager to the Board is hereby appointed to represent the Local Jurisdiction with authority to examine prepaid mobile telephony services surcharge and local charge records of the Board pertaining to prepaid mobile telephony services surcharge and local charges collected for the Local Jurisdiction by the Board pursuant to the contract between the Local Jurisdiction and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of the Local

1 Jurisdiction's prepaid mobile telephony services surcharge and local charges by the
2 Board pursuant to the contract.

3 **Section 2.** That the Interim City Manager and the UUT Tax Administrator (Interim
4 Finance Director) or other officer or employee of the Local Jurisdiction (Title(s) of
5 authorized position(s)) designated in writing by the Interim City Manager to the Board is
6 hereby appointed to represent Interim Finance Director the Local Jurisdiction with
7 authority to examine those prepaid mobile telephony services surcharge and local
8 charge records of the Board for purposes related to the following governmental
9 functions of the Local Jurisdiction:

- 8 a) __compliance and enforcement of the utility users tax (local charge) 9.25%
- 9 b) __administrative functions set out in City's utility users tax ordinance 840-NS
- 10 c) __legal interpretation and enforcement of utility users tax ordinance, including but not
11 limited to refunds and defense of claims against ordinance 840-NS

12 The information obtained by examination of Board records shall be used only for those
13 governmental functions of the Local Jurisdiction listed above.

14 **Section 3.** That MuniServices, LLC is hereby designated to examine the prepaid
15 (Firm or consultant) mobile telephony services surcharge and local charges records of
16 the Board of Equalization pertaining to prepaid mobile telephony services surcharge
17 and local charges collected for the Local Jurisdiction by the Board. The person or entity
18 designated by this section meets all of the following conditions (Rev. & Tax. Code, §
19 42110, subd. (b)(2)):

- 18 a) has an existing contract with the Local Jurisdiction that authorizes the person to
19 examine the prepaid mobile telephony services surcharge and local charge records;
- 20 b) is required by that contract with the Local Jurisdiction to disclose information
21 contained in or derived from, those records only to an officer or employee of the Local
22 Jurisdiction authorized by the resolution to examine the information;
- 23 c) is prohibited by that contract from performing consulting services for a seller during
24 the term of that contract;
- 25 d) is prohibited by that contract from retaining information contained in, or derived from,
26 those prepaid mobile telephony services surcharge and local charge records, after that
27 contract has expired.

26 The contract between the Local Jurisdiction and MuniServices, LLC designated by the
27 Local Jurisdiction to request information from the Board shall be subject to the following
28

1 limitations (Rev. & Tax. Code, § 42103, subd. (g)):

2 a) MuniServices, LLC shall, to the same extent as the Board, be subject to Section
3 55381, relating to unlawful disclosures.

4 b) the contract between the Local Jurisdiction and MuniServices, LLC shall not provide,
5 in whole or in part, in any manner a contingent fee arrangement as payment for services
6 rendered.

7 **BE IT FURTHER RESOLVED THAT** the information obtained by examination of
8 the Board records shall only be used for purposes related to the collection of the Local
9 Jurisdiction's prepaid mobile telephony services surcharge and local charges by the
10 Board pursuant to the contract between the Local Jurisdiction and Board, or for
11 purposes related to other governmental functions of the Local Jurisdiction, as identified
12 above in section 2.

13 **PASSED, APPROVED AND ADOPTED** this 17th day of August, 2015.

14
15 Karina Macias, Mayor

16 ATTEST:

17 Donna G. Schwartz, CMC
18 City Clerk
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ATTACHMENT "C"

Finance Department

August 12, 2015

CERTIFICATION

I, Arnold Alvarez-Glasman an authorized to sign this certification on behalf of The City of Huntington Park.

I certify the following:

Please check all the following that apply to your jurisdiction:

1. ____ 911 Charges/ Access to Communication Services – Ordinance No. ____ of the ____ imposes the local charge set forth in the ordinance to prepaid mobile telephony services for access to communication services or to local 911 emergency telephone systems. As required by section 42102.5, the percentage reflecting the rate for access to the local 911 emergency telephone systems or access to communications services is
2. Utility User Tax – Ordinance No. 840-NS of the City of Huntington Park imposes the local change set forth in the ordinance to the consumption of prepaid mobile telephony services. The tiered rate for the utility user tax, as identified in section 42102 is 9.00%
3. The City of Huntington Park agrees to indemnify and to hold harmless the Board of Equalization (Board), its officers, agents, and employees for any and all liability for damages that may result from the Board's collection pursuant to this agreement

Executed in the City of Huntington Park on 8/17/2015.

Printed Name: Arnold Alvarez-Glasman

Title of person: City Attorney

**AGREEMENT FOR STATE COLLECTION AND ADMINISTRATION OF
LOCAL CHARGES**

This Agreement is for the purpose of implementing the Local Prepaid Mobile Telephony Services Collection Act (Part 21.1, commencing with Section 42100) of Division 2 of the Revenue and Taxation Code), hereinafter referred to as the Local Charge Act. The _____ and the State Board of Equalization, hereinafter called the Board, do agree as follows:

Insert name of local jurisdiction

**ARTICLE I
DEFINITIONS**

Unless the context requires otherwise, wherever the following terms appear in this Agreement they shall be interpreted to mean the following:

A. “Administrative Expenses” means all expenses incurred by the Board in the administration and collection of the local charges, including preparation and wind down costs which are reimbursable to the Board from the revenues collected by the Board on behalf of the local jurisdiction.

B. “Contingent Fee” includes, but is not limited to, a fee that is based on a percentage of the tax liability reported on a return, a fee that is based on a percentage of the taxes owed, or a fee that depends on the specific tax result attained.

C. “Direct Seller” means a prepaid Mobile Telephony Service (MTS) provider or service supplier, as defined in section 41007, that makes a sale of prepaid mobile telephony services directly to a prepaid consumer for any purpose other than resale in the regular course of business. A direct seller includes, but is not limited to, a telephone corporation, a person that provides an interconnected Voice over Internet Protocol (VoIP) service, and a retailer as described in section 42004(b)(1).

D. “Local Charges” means a utility user tax imposed on the consumption of prepaid mobile telephony services, as described in section 42102, and charges for access to communication services or to local “911” emergency telephone systems imposed by a local jurisdiction, as described in section 42102.5.

E. “Local Jurisdiction” or “local agency” means a city, county, or city and county, which includes a charter city, county, or city and county of this State, which has adopted an ordinance imposing a local charge of the kind described in Part 21.1 of Division 2 of the Revenue and Taxation Code and has entered into a contract with the Board to perform all functions incident to the collection of the local charges.

F. “Ordinance” means an ordinance of a local jurisdiction imposing a local charge, including any local enactment relating to the filing of a refund or a claim arising under the ordinance, attached hereto, as amended from time to time.

G. “Quarterly local charges” means the total amount of local charges transmitted by the Board to a local jurisdiction for a calendar quarter, as set forth in section 42106(a)(1).

H. “Refund” means the amount of local charges deducted by the Board from a local jurisdiction’s quarterly local charges in order to pay that jurisdiction’s share of a local charge refund due to one taxpayer.

I. “Section” – all section references are to the Revenue and Taxation Code.

J. “Seller” means a person that sells prepaid mobile telephony service to a person in a retail transaction.

ARTICLE II BOARD ADMINISTRATION AND COLLECTION OF LOCAL CHARGES

A. Administration. The Board and the local jurisdiction agree that the Board shall perform functions incident to the collection of the local charges from sellers that are not direct sellers.

B. Collection. The Board shall collect the local charges in the same manner as it collects the prepaid MTS Surcharge in the Prepaid Mobile Telephony Services Surcharge Collection Act, subject to specified limitations in the Local Charge Act for which the local jurisdiction is responsible, as set forth in Article III of this Agreement.

C. Audits. The Board’s audit duties shall be limited to verification that the seller that is not a direct seller complied with the Local Charge Act.

D. Other applicable laws. The Board and the local jurisdiction agree that all provisions of law applicable to the administration and operation of the Local Charge Act, Prepaid Mobile Telephony Services Surcharge Collection Act, and the Fee Collection Procedures Law (FCPL) shall be applicable to the collection of local charges. References in the FCPL to feepayer include a person required to pay the local charge, including the seller. All future amendments to applicable laws are automatically incorporated into this Agreement.

E. Deposit of Local Charges. All local charges collected by the Board shall be deposited in the Local Charges for Prepaid Mobile Telephony Services Fund in the State Treasury to be held in trust for the local taxing jurisdiction. Local charges shall consist of all taxes, charges, interest, penalties, and other amounts collected and paid to the Board, less payments for refunds and reimbursement to the Board for expenses incurred in the administration and collection of the local charges, including preparation and wind-down costs.

F. Allocation of Expenses. The Board shall allocate the total combined annual expenses incurred for administration and collection pursuant to the Prepaid Mobile Telephony Services Surcharge Collection Act and the Local Charge Act on a pro rata basis according to revenues collected for: (1) the emergency telephone users surcharge portion of the prepaid MTS surcharge, (2) the Public Utilities Commission surcharges

portion of the prepaid MTS surcharge, and (3) local charges. The Board shall charge a local jurisdiction its pro rata share of the Board's cost of collection and administration.

G. Transmittal of money. All local charges collected by the Board shall be transmitted to the local jurisdiction once in each calendar quarter. Transmittals may be made by mail or by deposit to the account of the local jurisdiction in a bank designated by that jurisdiction. The Board shall furnish a statement quarterly indicating the amounts paid and withheld for expenses of the Board.

H. Rules. The Board shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and collection of local charges and the distribution of the local charges collected.

I. Security. The Board agrees that any security which it hereafter requires to be furnished under the FCPL section 55022 will be upon such terms that it also will be available for the payment of the claims of the local jurisdiction for local taxes owing to it as its interest appears. The Board shall not be required to change the terms of any security now held by it, and the local jurisdiction shall not participate in any security now held by the Board.

J. Records of the Board.

1. Information obtained by the local jurisdiction from the examination of the Board's records shall be used by the local jurisdiction only for purposes related to the collection of the prepaid mobile telephony services surcharge and local charges by the Board pursuant to this Agreement.

2. When requested by resolution of the legislative body of a local jurisdiction, the Board shall permit any duly authorized officer or employee or other person designated by that resolution to examine any information for its own jurisdiction that is reasonably available to the Board regarding the proper collection and remittance of a local charge of the local jurisdiction by a seller, including a direct seller, subject to the confidentiality requirements of sections 7284.6, 7284.7 and 19542. (sections 42110(b), 42103(e).).

3. The resolution of the local jurisdiction shall certify that any person designated by the resolution, other than an officer and an employee, meets all of the following conditions:

- a. Has an existing contract with the local jurisdiction that authorizes the person to examine the prepaid MTS surcharge and local charge records.
- b. Is required by that contract with the local jurisdiction to disclose information contained in or derived from, those records only to an officer or employee of the local jurisdiction authorized by the resolution to examine the information.
- c. Is prohibited by that contract from performing consulting services for a seller during the term of that contract.
- d. Is prohibited by that contract from retaining information contained in, or derived from, those prepaid MTS surcharge and local charge records, after that contract has expired.

4. Any third party contract between the local jurisdiction and an entity or person authorized by the local jurisdiction to request information from the Board shall be subject to the following limitations:

a. Any third party shall, to the same extent as the Board, be subject to Section 55381, relating to unlawful disclosures.

b. A third party contract shall not provide, in whole or in part, in any manner a contingent fee arrangement as payment for services rendered.

5. Information obtained by examination of Board records shall be used only for purposes related to the collection of the prepaid MTS surcharge and local charges by the board pursuant to the contract, or for purposes related to other governmental functions of the local jurisdiction set forth in the resolution.

6. If the Board believes that any information obtained from the Board's records related to the collection of the prepaid MTS surcharge and local charges has been disclosed to any person not authorized or designated by the resolution of the local jurisdiction, or has been used for purposes not permitted by section 42110(b), the board may impose conditions on access to its local charge records that the board considers reasonable, in order to protect the confidentiality of those records. (section 42110 (c).)

7. The costs incurred by the Board in complying with a request for information shall be deducted by the Board from those revenues collected by the Board on behalf of the local jurisdiction making the request, as authorized by section 42110(b)(1).

**ARTICLE III
LOCAL JURISDICTION
ADMINISTRATION AND RESPONSIBILITIES**

A. The local jurisdictions shall be solely responsible for all of the following:

1. Defending any claim regarding the validity of the ordinance in its application to prepaid mobile telephony service. The claim shall be processed in accordance with the provisions of the local ordinance that allows the claim to be filed.

2. Interpreting any provision of the ordinance, except to the extent specifically superseded by section 42105 of the Local Charge Act. The claim shall be processed in accordance with the provisions of the local enactment that allows the claim to be filed.

3. Responding to specified consumer claims for refund involving: (1) rebutting the presumed location of the retail transaction; (2) a consumer claim of exemption from the local charge under the ordinance; or (3) any action or claim challenging the validity of a local tax ordinance, in whole or part. The claim shall be processed in accordance with the provisions of the local enactment that allows the claim to be filed.

4. Refunding the taxes in the event a local jurisdiction or local government is ordered to refund the tax under the local ordinance.

5. Reallocating local charges as a result of correcting errors relating to the location of the point of sale of a seller or the known address of a consumer, for up to two past quarters from the date of knowledge.

6. Collecting local charges on prepaid mobile telephony service and access to communication services or access to local 911 emergency telephone systems imposed on direct sellers.

7. Enforcement, including audits, of the collection and remittance of local charges by direct sellers pursuant to the ordinance.

8. The local jurisdiction shall be the sole necessary party defendant on whose behalf the local charge is collected in any action seeking to enjoin collection of a local charge by a seller, in any action seeking declaratory relief concerning a local charge, in any action seeking a refund of a local charge, or in any action seeking to otherwise invalidate a local charge. There shall be no recovery from the State for the imposition of any unconstitutional or otherwise invalid local charge that is collected under the Local Act.

9. Entering into an agreement with the Board to perform the functions incident to the collection of the local charges imposed on sellers that are not direct sellers.

10. Submitting an executed Certification to the Board, certifying that:

(a) the local jurisdiction's ordinance applies the local charge to prepaid mobile telephony services;

(b) the amount of the rate charged for access to local 911 emergency telephone systems or access to communications services complies with the requirements of section 42102.5; and/or applies the tiered rate for the utility user tax, as identified in section 42102.

(c) The local jurisdiction shall further certify that it agrees to indemnify and to hold harmless the Board, its officers, agents, and employees for any and all liability for damages that may result from the Board's collection pursuant to this Agreement.

11. Submitting signed documents to the Board to include agreement(s), certification, copy of ordinance(s), and resolution(s).

12. Providing payment to the Board of the local jurisdiction's pro rata share of the Board's cost of collection and administration as established pursuant to subdivision (e) of section 42020.

**ARTICLE IV
LOCAL CHARGES**

A. Local Charges – Timeliness – This part shall remain in effect until proposed California Code of Regulations, title 18, section 2460 is adopted by the Board and approved by the Office of Administrative Law.

1. Ordinances in effect as of September 1, 2015.

On or after January 1, 2016, a local charge imposed by a local jurisdiction on prepaid mobile telephony services shall be collected from the prepaid consumer by a seller at the same time and in the same manner as the prepaid MTS surcharge is collected under Part 21 (commencing with section 42001) provided that, on or before September 1, 2015, the local jurisdiction enters into a contract with the Board pursuant to section 42101.5. Thereafter, all subsequently enacted local charges, increases to local charges, or other changes thereto, shall become operative pursuant to paragraphs (2), (3), and (4).

2. New charges. When a local jurisdiction adopts a new local charge after September 1, 2015, the local jurisdiction shall enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

3. **Increases in local charges.** When a local jurisdiction increases an existing local charge after September 1, 2015, the local jurisdiction shall provide the Board written notice of the increase, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

4. **Inaccurate rate posted on the Board’s website.** When a local jurisdiction notifies the Board in writing that the rate posted on the Board’s Internet Web site (posted rate) for a local charge imposed by that local jurisdiction is inaccurate, including scenarios where the local charge was reduced or eliminated, the recalculated rate applicable to the local jurisdiction shall become operative on the first day of the calendar quarter commencing more than 60 days from the date the Board receives the local jurisdiction’s written notification that the posted rate is inaccurate.

A. Local Charges – Timeliness – This part shall take effect and supersede the above “Local Charges – Timeliness section when California Code of Regulations, title 18, section 2460 is adopted by the Board and approved by the Office of Administrative Law.

1. Ordinances in effect as of September 1, 2015. On or after January 1, 2016, a local charge imposed by a local jurisdiction on prepaid mobile telephony services shall be collected from the prepaid consumer by a seller at the same time and in the same manner as the prepaid MTS surcharge is collected under Part 21 (commencing with section 42001) provided that, on or before September 1, 2015, the local jurisdiction enters into a contract with the Board pursuant to section 42101.5.

In the event a local jurisdiction does not enter into a contract with the Board by September 1, 2015, the local jurisdiction may enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year. Thereafter, all subsequently

enacted local charges, increases to local charges, or other changes thereto, shall become operative pursuant to paragraphs (2), (3), (4) and (5) of this subdivision.

2. New charges. When a local jurisdiction adopts a new local charge after September 1, 2015, the local jurisdiction shall enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

3. Increases in local charges. When a local jurisdiction increases an existing local charge after September 1, 2015, the local jurisdiction shall provide the Board written notice of the increase, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

4. Advance written notification. When a local charge is about to expire or decrease in rate, the local jurisdiction imposing the local charge shall notify the Board in writing of the upcoming change, not less than 110 days prior to the date the local charge is scheduled to expire or decrease. The change shall become operative on the first day of the calendar quarter commencing after the specified date of expiration or decrease in rate.

If advance written notice is provided less than 110 days prior to the specified date of expiration or decrease in rate, the change shall become operative on the first day of the calendar quarter commencing more than 60 days after the specified date of expiration or decrease.

5. Inaccurate Rate Posted on the Board's Web site. When a local jurisdiction notifies the Board in writing that the rate posted on the Board's Internet Web site (posted rate) for a local charge imposed by that local jurisdiction is inaccurate, including scenarios where the local charge was reduced or eliminated and the local jurisdiction failed to provide advance written notice pursuant to paragraph 4 of this subdivision, the recalculated rate applicable to the local jurisdiction shall become operative on the first day of the calendar quarter commencing more than 60 days from the date the Board receives the local jurisdiction's written notification that the posted rate is inaccurate. The local jurisdiction shall promptly notify the Board in writing of any such discrepancies with the posted rate that are known or discovered by the local jurisdiction.

ARTICLE V COMPENSATION

The local jurisdiction agrees to pay the Board its pro rata share of the Board's cost of collection and administration of the local charges, as established pursuant to section 42020, subdivision (e). Such amounts shall be deducted from the local charges collected by the Board for the local jurisdiction.

ARTICLE VI MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first-class United States Mail. A notification is complete when deposited in the mail. Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0001

Attention: Supervisor,
Local Revenue Allocation Unit

Communications and notices to be sent to the local jurisdiction shall be addressed to:

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on the first day of the calendar quarter next succeeding the date of such approval, but in no case before the operative date of the local jurisdiction's ordinance, nor on a day other than the first day of a calendar quarter. This Agreement shall be renewed automatically from year to year until January 1, 2020, when the Local Charge Act is repealed, unless a statute enacted prior to that date extends that date. In such event, this Agreement will continue to renew automatically from year to year to the date authorized by statute.

STATE BOARD OF EQUALIZATION

By _____
Administrator,
Return Analysis and Allocation Section

LOCAL
JURISDICTION _____

By _____
(Signature on this line)

(Type name here)

(Type title here)



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 17, 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:

APPROVAL OF PURCHASE ORDER FOR PURCHASE OF GASOLINE AND DIESEL FUEL FOR CITY VEHICLES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the purchase order with six vendors for the purchase of gasoline and diesel fuel for a not-to-exceed amount of \$250,000 for Fiscal Year (FY) 2015-2016; and
2. Authorize the Interim City Manager to execute a blanket purchase order in a not-to-exceed amount of \$250,000 for FY 2015-2016.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Consistent with the City's and State's procurement requirements relating to public works projects, the Public Works Department did a procurement for the City's annual purchase of fuel used for the City's fleet and police vehicles.

The fuel purchase solicitation was bid among three providers. Upon reflection of how City purchases are made (in volume increments rather than a single purchase), staff determined that the City would be better served by doing a verbal competitive bid with each individual purchase. The actual cost of fuel varies based upon spot prices for crude oil and other variables; therefore the cost of fuel will also vary with each delivery requirement to replenish the underground tanks at the Public Works yard.

The City's current AQMD fuel permit allows for 600,000 gallons of fuel dispensing per calendar year. Staff proposes to solicit competitive bids prior to each bulk purchase of gasoline and diesel from the six listed vendors as identified in Attachment "B".

APPROVAL OF PURCHASE ORDER FOR PURCHASE OF GASOLINE AND DIESEL FUEL FOR CITY VEHICLES

August 17, 2015

Page 2 of 2

FISCAL IMPACT/FINANCING

The amount of \$250,000 has already been budgeted for FY 15/16 in Account No. 741-8060-431.62-30 within the Public Works budget. The blanket purchase order will accommodate up to the maximum amount using any one of the six fuel providers.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Huntington Park Municipal Code and Finance Department Policy and Procedure Manual require City Council approval for Purchase Orders for supplies and equipment in excess of \$15,000.

RECOMMENDATION

Staff recommends that Council authorize the competitive solicitation of each fuel purchase up to an amount not-to-exceed \$250,000 for FY 15/16, and authorize the Interim City Manager a corresponding blanket purchase order.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



MICHAEL ACKERMAN
City Engineer

ATTACHMENTS

A. Vendors

Attachment A

Vendors

Below are the six vendors for the purchase of fuel:

California Fuels
11621 Westminster Ave
Garden Grove, CA 92843

United Oil Company
17311 S. Main Street
Gardena, CA 90248

Patten Energy
3437 S. Main Street
Los Angeles, CA 9007

SC Fuels
P. Box 4159
Orange, CA 92863

Merrimac Energy Group
1240 E. Ardlow Road
Long Beach, CA 90807

Wood Oil Company
1532 W. 132nd Street
Gardena, CA 90249



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 17, 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 APPROPRIATION AND ALLOCATION OF COMPETITIVE BEVERAGE CONTAINER GRANT FUNDS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Appropriate and allocate funds pursuant to the implementation of the competitive beverage container grant which has been fully funded and awarded by CalRecycle.

BACKGROUND

On November 3, 2014, Council passed Resolution 2014-49 (Attachment A) authorizing the submittal of a competitive beverage container recycling grant to CalRecycle. Subsequent to the application the \$242,704 grant was fully funded. These funds will allow the purchase and installation of 37 duo, solar powered, beverage container recycling and trash receptacles to be placed on Pacific Boulevard as part of the Pacific Boulevard beautification project. Thirty six bins will be placed between Florence Avenue and Slauson Avenue. The showcase bin will be placed on Miles Avenue in front of City Hall. The grant includes a bilingual outreach and education campaign targeting businesses, public transit commuters, shoppers and residents of Huntington Park. Each program activity is a line item in the approved Grant Work Plan and Budget and quarterly progress reports are required per terms and conditions of the grant.

As outlined in Resolution 2014-49, Council has authorized the City Manager, or his/her designee, to execute any or all documentation necessary to secure grant funding, make amendments or submit payment requests as necessary to implement the project. The Agreement Cover Sheet (Attachment B) has been signed by the Interim City Manager and returned to CalRecycle for processing. We anticipate receiving a "Notice to Proceed" on or before September 13, 2015.

APPROVE APPROPRIATION AND ALLOCATION OF COMPETITIVE BEVERAGE CONTAINER GRANT FUNDS

August 17, 2015

Page 2 of 3

Installation of solar powered duo recycling and trash containers is one component of the Pacific Blvd. beautification project. Commuters, shoppers and businesses along Pacific Blvd. will soon have the opportunity to recycle bottles and cans conveniently. In addition, the solar powered trash containers/compactors will increase the capacity of trash collected. The tamper proof containers will eliminate potential scavenging, littering and is rodent resistant as well. These new containers will be installed during or after Phase I construction of Pacific Blvd. Beautification.

FISCAL IMPACT/FINANCING

The \$242,704 (288-8058-432-XX-XX) reimbursable grant will fund the purchase and installation of the duo recycling and trash receptacles. These containers will be serviced, as necessary, by the franchise trash hauler. Long term maintenance and replacement costs will be borne by the City and County Beverage Container Grant Program (287-8055-432-XX-XX). City staff time to monitor, manage, document and report the approved Work Plan and Grant Budget will be an indirect cost incurred by the City and, while not a term or condition of the grant the fiscal impact bears mentioning.

The grant approved Work Plan includes development, production and implementation of a bilingual public outreach campaign by a public relations consultant which targets each of the diverse audiences identified in the grant application. As mentioned above, the identified target audiences include metro commuters, businesses, and shoppers visiting the business district, residents, community activists, and an elementary school. Funding for media component has been state approved, budgeted and is included in the appropriation and allocation request. Any changes to this Grant Work Plan must be authorized by the state prior to implementation of the desired change.

Subsequent to being awarded full funding for this program, CalRecycle allowed a window to amend the Work Plan and Budget (Attachment E Grant Agreement, Grant Approved Budget) before adoption by the CalRecycle Board. During this period, Public Works re-evaluated the budget and it was determined that grant funding would be maximized and would enhance the Pacific Boulevard Beautification project by shifting funds allowing the purchase and installation of additional units as the following chart illustrates:

Acct #	Description	Budgeted	Adjusted Budget
288-8058-432.13-00	Overtime - Regular	60,501.00	-
288-8058-432.54-00	Advertising & Publication	10,952.00	8,844.60
288-8058-432.56-41	Contractual Srvc - Other	9,100.00	13,500.00
288-8058-432.74-10	Equipment	162,151.00	220,359.40
		242,704.00	242,704.00

Additionally, the state Grant Agreement disallowed some of the media elements so it was necessary to modify the education and outreach budget (this is for production/hard

APPROVE APPROPRIATION AND ALLOCATION OF COMPETITIVE BEVERAGE CONTAINER GRANT FUNDS

August 17, 2015

Page 3 of 3

copy costs. Each budget item listed above must be amended to reflect the CalRecycle approved budget.

Lastly, additional unanticipated incidental grant expenses can be charged to the City and County Beverage Container Grant Program (287-8055-432-XX-XX). In general, the terms for both grants is the same.

LEGAL AND PROGRAM REQUIREMENTS

The City must adhere to all Terms and Conditions outlined in Attachment C, Grant Agreement Exhibit A- Terms and Conditions, and Attachment D, Grant Agreement Exhibit B- Procedures and Requirements. These documents have been reviewed by staff responsible for monitoring and reporting as required.

In preparation of the grant application staff solicited quotes from three vendors. The low quote was submitted by T & T Public Relations for the development and implementation of the bilingual media campaign. The quote is under the \$15,000.00 threshold that requires a formal RFP be prepared.

Environmental review is not required.

CONCLUSION

Finance Department to appropriate and reallocate the budget as outlined above. Allocation of funds must be consistent with the CalRecycle approved Grant Work Plan and Budget (Attachment E) for the duo-recycling and trash receptacles.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



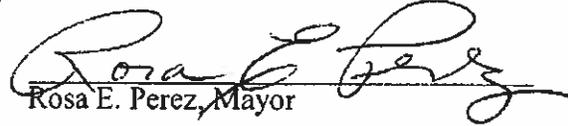
Mike Ackerman
City Engineer

ATTACHMENTS

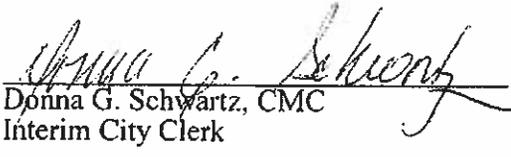
- A: Resolution 2014-49
- B: Grant Agreement Cover Sheet
- C: Grant Agreement Exhibit A
- D: Grant Agreement Exhibit B
- E. Grant Agreement, Grant Approved Budget

**ATTACHMENT A:
Resolution 2014-49**

1 **PASSED, APPROVED AND ADOPTED** by the City Council of the City of
2 Huntington Park this 3rd day of November, 2014.

3 
4 Rosa E. Perez, Mayor

4 ATTEST:

5 
6 Donna G. Schwartz, CMC
7 Interim City Clerk

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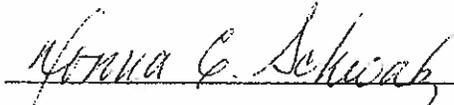
CERTIFICATION

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

I, Donna G. Schwartz, Interim City Clerk of the City of Huntington Park, hereby certify that the foregoing Resolution No. 2014-49 was passed and adopted by the City Council of the City of Huntington Park, signed by the Mayor and attested by the Interim City Clerk at a regular meeting of said Council held on the 3rd day of November, 2014, and that said Resolution was adopted by the following vote, to-wit:

AYES: Council Member(s): Amezquita, Gomes, Hernandez, Vice Mayor
Macias, and Mayor Perez
NOES: Council Member(s): None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 5th day of November 2014.



DONNA G. SCHWARTZ, CMC
Interim City Clerk

**ATTACHMENT B:
Grant Agreement Cover Sheet**

STATE OF CALIFORNIA - CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
GRANT AGREEMENT COVER SHEET
 CalRecycle 110 (Revised 3/14)

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CalRecycle)

NAME OF GRANT PROGRAM		GRANT NUMBER
2015-16 Beverage Container Recycling Grant Program		RBC27-15-0008
GRANTEE NAME		
City of Huntington Park		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	TOTAL GRANT AMOUNT NOT TO EXCEED	
	\$242,704.00	
TERM OF GRANT AGREEMENT		
FROM: July 9, 2015	TO: June 30, 2018	

The Department of Resources Recycling and Recovery (CalRecycle) and City of Huntington Park (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

- Exhibit A - Terms and Conditions
- Exhibit B - Procedures and Requirements
- Exhibit C - Application with revisions, if any, and any amendments

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CalRecycle.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CALRECYCLE		GRANTEE'S NAME (PRINT OR TYPE)	
		City of Huntington Park	
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE	DATE	TITLE	DATE
Deputy Director, CalRecycle			
GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)			
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT	FISCAL YEAR/PROGRAM	FUND TITLE	
\$242,704.00	2015-16 Beverage Container Recycling Grant Program	CBCRF	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM	CHAPTER	STATUTE
\$242,704.00	3970-609-0133	1266	1992
	OBJECT OF EXPENDITURE	FISCAL YEAR	
	7830-G2201-702	2015-18	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF CALRECYCLE BUDGET OFFICE:		DATE	
<i>Carlos R. [Signature]</i>		7/14/15	

ATTACHMENT C
Grant Agreement Exhibit A

EXHIBIT A TERMS AND CONDITIONS

Beverage Container Recycling Grant Program Fiscal Year 2015–16

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the Grantee for this Grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Beverage Container Recycling Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

AIR OR WATER POLLUTION VIOLATION

The grantee shall not be:

- (a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- (b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.
- (c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

AMERICANS WITH DISABILITIES ACT

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA)(42 U.S.C.§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

ASSIGNMENT, SUCCESSORS, AND ASSIGNS

- (a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.
- (b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

AUDIT/RECORDS ACCESS

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records

and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions and Procedures and Requirements with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

AUTHORIZED REPRESENTATIVE

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

AVAILABILITY OF FUNDS

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

BANKRUPTCY/DECLARATION OF FISCAL EMERGENCY NOTIFICATION

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

CHILD SUPPORT COMPLIANCE ACT

For any agreement in excess of \$100,000, the grantee acknowledges that:

- (a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and
- (b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

COMMUNICATIONS

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

COMPLIANCE

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

CONFLICT OF INTEREST

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

- (a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

CONTRACTORS/SUBCONTRACTORS

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and

obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

COPYRIGHTS

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

CORPORATION QUALIFIED TO DO BUSINESS IN CALIFORNIA

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

DISCHARGE OF GRANT OBLIGATIONS

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

DISCLAIMER OF WARRANTY

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

DISCRETIONARY TERMINATION

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

(a) Submit a final written report describing all work performed by the grantee.

- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CalRecycle for any unspent funds.

DISPUTES

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

DRUG-FREE WORKPLACE CERTIFICATION

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The grantee's policy of maintaining a drug-free workplace.
 - (3) Any available counseling, rehabilitation, and employee assistance programs.
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the grant:
 - (1) Receive a copy of the drug-free policy statement of the grantee.
 - (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future state agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

EFFECTIVENESS OF AGREEMENT

This Agreement is of no force or effect until signed by both parties.

ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

ENVIRONMENTAL JUSTICE

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures

the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

EXPATRIATE CORPORATIONS

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Sections 10286 and 10286.1, and is eligible to contract with the State of California.

FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

- (a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
- (b) Cleanup of the environment.
- (c) Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:

- (a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
- (b) The cleanup of the environment.
- (c) The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

FORCE MAJEURE

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

GRANT MANAGER

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

GRANTEE ACCOUNTABILITY

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

GRANTEE'S NAME CHANGE

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

IN CASE OF EMERGENCY

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

NATIONAL LABOR RELATIONS BOARD CERTIFICATION

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the grantee within the immediately preceding two-year period because of the grantee's failure to comply with an order of a federal court which orders the grantee to

comply with an order of the National Labor Relations Board. This section is not applicable if the grantee is a public entity.

NO AGENCY RELATIONSHIP CREATED/INDEPENDENT CAPACITY

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

NO WAIVER OF RIGHTS

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

NON-DISCRIMINATION CLAUSE

- (a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
- (b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

ORDER OF PRECEDENCE

The performance of this grant shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Project Summary/Statement of Use
- (e) Budget
- (f) Work Plan
- (g) Grantee's Application
- (h) All other attachments hereto, including any that are incorporated by reference.

OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

PAYMENT

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
- (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent retention policy.
- (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
- (f) Payment will be made only to the grantee.
- (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

PERSONAL JURISDICTION

The grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

PERSONNEL COSTS

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time

spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.
- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

REASONABLE COSTS

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- (b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
- (c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.
- (d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

RECYCLED-CONTENT PAPER

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

REDUCTION OF WASTE

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

REDUCTION OF WASTE TIRES

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

REIMBURSEMENT LIMITATIONS

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

REMEDIES

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

SELF-DEALING AND ARM'S LENGTH TRANSACTIONS

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity,

directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

SEVERABILITY

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

SITE ACCESS

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

STOP WORK NOTICE

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

TERMINATION FOR CAUSE

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

TIME IS OF THE ESSENCE

Time is of the essence to this Agreement.

TOLLING OF STATUTE OF LIMITATIONS

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

UNION ORGANIZING

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- (a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- (b) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

UNRELIABLE LIST

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether or any of the events listed in Section 17050 of Title 14, [California Code of Regulations, Natural Resources](#), Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle's Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

VENUE/CHOICE OF LAW

- (a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- (b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

WAIVER OF CLAIMS AND RECOURSE AGAINST THE STATE

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

WORK PRODUCTS

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

WORKERS' COMPENSATION/LABOR CODE

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

ATTACHMENT D
Grant Agreement Exhibit B

EXHIBIT B PROCEDURES AND REQUIREMENTS

BEVERAGE CONTAINER RECYCLING GRANT PROGRAM RBC27 Cycle – Fiscal Year 2015–16

Copies of these Procedures and Requirements should be shared with BOTH the Finance Department AND the staff responsible for implementing the grant activities.

INTRODUCTION

The Beverage Container Recycling Grant Program is administered through the Department of Resources Recycling and Recovery (CalRecycle). These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, records and audit requirements.

This document is attached to, and incorporated by reference, into the Grant Agreement.

MILESTONES

July 2015	Grant Term Begins on date indicated on the Notice to Proceed
October 15, 2015	1st Progress Report Due
January 15, 2016	2nd Progress Report Due
April 15, 2016	3rd Progress Report Due
July 15, 2016	4th Progress Report Due
October 15, 2016	5th Progress Report Due
January 15, 2017	6th Progress Report Due
April 15, 2017	7th Progress Report Due
July 15, 2017	8th Progress Report Due
October 15, 2017	9th Progress Report Due
January 15, 2018	10th Progress Report Due
April 15, 2018	11th Progress Report Due
May 1, 2018	Start Draft Final Progress Report
June 1, 2018	Draft Final Progress Report Due
June 30, 2018	Final Progress Report and final Payment Request Due
June 30, 2018	Grant Term End

No extensions will be granted for submittal of Final Progress Report and final Payment Request. Failure to submit the Final Progress Report and final Payment Request with appropriate documentation by June 30, 2018, may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

GRANT MANAGEMENT SYSTEM (GMS)

GMS is CalRecycle's web-based grant application and grant management system. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS.

Establish or manage a WebPass at [CalRecycle's WebPass page](https://secure.calrecycle.ca.gov/WebPass/) (<https://secure.calrecycle.ca.gov/WebPass/>).

Accessing the grant

Grantees must log into [GMS \(https://secure.calrecycle.ca.gov/Grants\)](https://secure.calrecycle.ca.gov/Grants) using their web pass. After login, locate the grant in the **Associated Grant Applications** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab** – shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab** – requests reimbursement
- **Reports tab** – uploads required reports
- **Documents tab** – uploads other grant documents that are not considered supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.
- **Sites tab** – lists approved project sites

Follow the instructions in GMS to work in the system. Use the information in the following sections to determine what reports, transactions, and supporting documents are required.

Contact Updates

Access to the grant is limited to the person who created the application and those listed in the **Contacts** tab of the **Application Module** with the access check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

PRIOR TO COMMENCING WORK

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

Reliable Contractor Declaration

Prior to authorizing a contractor(s) to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in section 17050, of Title 14, [California Code of Regulations, Natural Resources, Division 7](http://www.calrecycle.ca.gov/Laws/Regulations/Title14/ch1.htm#ch1a5), (www.calrecycle.ca.gov/Laws/Regulations/Title14/ch1.htm#ch1a5) has occurred with respect to the contractor(s) and the subcontractor(s), respectively.

If a (sub) contractor is placed on the CalRecycle Unreliable List after award of this grant, the grantee may be required to terminate that contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from [CalRecycle's Grant Forms webpage](http://www.calrecycle.ca.gov/Grants/Forms/default.htm) (www.calrecycle.ca.gov/Grants/Forms/default.htm).

A scanned copy of the signed Reliable Contractor Declaration form must be uploaded in GMS. To upload the form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Event Name**.
3. Type a title, i.e. Reliable Contractor Declaration form, click on the **Browse** button to search and upload the document, and then **Save**.
4. Click the **Back** button to return to the previous page.
5. Click on the **Submit** button.

For further instructions regarding GMS, including login directions, see the section above titled Grant Management System.

CERTIFICATE OF INSURANCE

The grantee shall present a current copy of insurance certificate to their Grant Manager upon grant execution or at the initial site visit. The grantee shall obtain and keep in force for the term of the grant, and require its subcontractors to obtain and keep in force, the following insurance policies which cover any acts or omissions of the Grantee, or its employees engaged in the provision of services or performance of activities funded pursuant to and specified in the grant.

- Commercial general liability insurance in the amount of \$1,000,000 per occurrence and aggregate for bodily injury and property damage.
- Automobile liability in the amount of \$1,000,000 for each accident for owned or non-owned or hired vehicles, whichever is applicable.

The grantee shall name the State of California, its officers, agents, employees and servants as additional insured parties for all insurance required and is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to CalRecycle within thirty (30) days of the execution of the grant.

The certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Self-insured entities must provide a copy of a Certificate of Consent to Self-Insure issued by the California Department of Industrial Relations. The grantee shall notify CalRecycle prior to any insurance policy cancellation or substantial change of policy.

PROJECT REQUIREMENTS

All projects are subject to the following requirements:

- The project(s) must be located in California.
- Reimbursement will not exceed the amount stated on the Grant Agreement Cover Sheet (CalRecycle 110).
- The grantee will ensure that the recycling bins, if applicable, are serviced on a regular basis and that collected material is transported to a certified recycling center or processor.
- The grantee will ensure, if applicable, that it and/or other site operators are certified or registered by CalRecycle in the proper category and will provide the Grant Manager a copy of the certification certificate(s), upon request.
- The grantee shall monitor the project for the tonnage and revenues collected by material type, if applicable, and will report to the Grant Manager in the progress and final reports. A minimum of twelve (12) months data is required before submitting the final report.

Data will be requested after the end date of the grant, if necessary, to meet this twelve (12) month reporting requirement.

BUDGET OR WORK PLAN CHANGES/MODIFICATIONS

Proposed changes or modifications to the approved Budget or Work Plan must be requested in writing to the Grant Manager by the Signature Authority or designee. The request must include the reason for the change and a revised Work Plan and/or revised Budget.

The Grant Manager must approve the proposed changes in writing prior to the grantee performing any changes or incurring any related costs. Any and all changes to the Budget or cost incurred without approval from the Grant Manager may not be approved.

GRANT TERM

The Grant Term begins on the date indicated in the Notice to Proceed (NTP) email that the grantee will receive from CalRecycle. Eligible grant expenditures may start no earlier than the indicated date. In all cases, all eligible project costs must be incurred no later than June 30, 2018. This is also the date the Final Progress Report and final Payment Request are due to CalRecycle.

CalRecycle recommends reserving the period from May 1, 2018 to June 30, 2018 exclusively for the preparation of the Draft/Final Progress Report, Final Progress Report and final Payment Request, though they may be completed earlier. **Costs incurred to prepare the Final Progress Report and final Payment Request are only eligible for reimbursement during the Grant Term.**

ELIGIBLE COSTS

All grant expenditures must be for activities, products, and costs specifically included in the approved Work Plan and approved Budget. Eligible costs must be incurred, services provided, and goods received, after receiving a NTP and before the end of the Grant Term.

Any proposed revision(s) to the Work Plan and/or Budget must be submitted in writing and pre-approved in writing by the Grant Manager prior to grantee incurring the proposed expenditure. The approval document should be retained by the grantee for audit purposes. See Audit Record/Access section of the Terms and Conditions (Exhibit A).

Eligible costs are limited to the following:

- Personnel costs directly related to the start-up/implementation of the project (recycling coordinator, salaries/wages for those directly involved with the project, e.g., students, consultants, etc.).
- Purchase of equipment or materials related to infrastructure (beverage container recycling bins/receptacles, cluster bins, lids, receptacle liners, in-unit totes (multi-families), pads/enclosures to accommodate centralized roll-off, balers, scales, optical sorters (for municipality operating its own Material Recovery Facility), equipment modifications, signage, brochures, installation costs for equipment, service cart for use in collection of materials, laptops, computers, vehicles, etc.).

- Direct operating expenses associated with project activities.
- Education and outreach promoting beverage container recycling. May be included as part of the Mandatory Commercial Recycling Plan for local jurisdiction applicants.

INELIGIBLE COSTS

Any costs not specifically included in the approved Budget and not directly related to implementation of the Beverage Container Recycling Program and the approved grant project are ineligible for reimbursement. Contact the Grant Manager if clarification is needed. Ineligible costs include, but are not limited to:

- Costs incurred prior to receipt of the NTP letter or after June 30, 2018.
- SWAG/Promotional Items not related to the project (e.g.-shirts, magnets, cups, gift cards, stickers, tote bags not used as recycled bins, calendars with no educational component, trophies, awards, plaques).
- Trash bins.
- Equipment not related to the project.
- Personnel (costs or staff not related to the project or within scope of grant).
- Costs for establishing a recycling center.
- Education and outreach not related to the project.
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc.
- Costs that are inconsistent with local, state, and federal statutes, ordinances and/or regulations.
- Any food or beverages (supplied as part of meetings, workshops, training, or events).
- Any pre-paid expenditures for future goods or services delivered after the end of the Grant Term. (Exception: the Grant Manager may consider approving products purchased in full before the end of the Grant Term but delivered after the Grant Term if the delay is caused solely by the supplier and through no fault of the grantee. The grantee must request an exemption in writing and receive written approval from the Grant Manager.)
- Out-of-state travel, unless pre-approved in writing by the Grant Manager.
- Overhead.
- Overtime costs.
- Any other costs not deemed reasonable or related to the purpose of the grant by the Grant Manager.

Note: All expenditures are subject to audit. Please contact the Grant Manager if you have any questions concerning eligible costs.

COMPETITIVE BID REQUIREMENTS: Grantee shall secure at least three competitive bids or price quotes for goods (including equipment) or services authorized in the grantee's Approved Application with revisions, if any, and any amendments - Exhibit C, where the amount charged to the grant is \$5,000 or more. Grantee shall purchase such goods or services from the lowest qualified bidder or pay the difference between the low bid and the one selected, without using funds obtained pursuant to this Agreement. Grantee shall maintain documentation of the competitive bid process used. This competitive bid requirement may be waived upon grantee certification that due to the unique nature of the goods or services a sole source purchase is justified. Failure to

comply with competitive bid requirements may result in CalRecycle disallowing reimbursement of some portion or all of the related costs.

ACKNOWLEDGEMENTS

Grantees are not required to acknowledge CalRecycle's support whenever activities or projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, articles, seminars or other type of promotional material.

REPORTING REQUIREMENTS

Progress Reports, a Draft Final Progress Report, and a Final Progress Report are required by this Agreement; however, the Grant Manager may request a Progress Report at any time during the grant term.

All reports must be uploaded in GMS. For further instructions regarding GMS, including login directions, see the section above entitled, Grant Management System.

To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate event name.
3. Click on the **Add Document** button.
4. Type a title, click the **Browse** button to search and upload the document, and then **Save**.
 - You may upload multiple documents to complete reporting requirements.
 - The maximum allowable file size is 35MB.
5. Click the **Back** button to return to the previous page.
6. Click the **Submit** button when the report is complete.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and may result in the termination of this Agreement or rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Manager.

PROGRESS REPORT

Reports shall be submitted to the Grant Manager, as detailed in the Work Plan. Progress reports must be adequate to show compliance with the Agreement, detail all tasks performed and all identified outcomes, and justify all expenditures requested for reimbursement. CalRecycle reserves the right to require interim verbal or written progress reports to supplement the more formal progress reports to ensure compliance with the Agreement and/or to support reimbursement of funds.

The first progress report shall include, but is not limited to:

1. Baseline data from which to evaluate the outcomes of all projects funded through this Agreement, when applicable.
2. A statement of the tasks or milestones implemented to date and a report on the status of each.

Each subsequent progress report shall include, but is not limited to:

1. A statement of the tasks or milestones implemented during the reporting period and a summary on the status of each.
2. If applicable, the volume of empty beverage containers collected (in tons) by material type (i.e., aluminum, glass, bimetal, and plastic by resin type) and revenues received for the California Refund Value (CRV) beverage containers.
3. A discussion of all unanticipated problems or concerns and corrective actions taken.
4. A statement of all data collection completed during the reporting period and findings to date.
5. A description of all expenditures during the reporting period.
6. A description of all changes made to the project during the reporting period with the approval of the Grant Manager and all additional changes identified.

DRAFT FINAL PROGRESS REPORT AND FINAL PROGRESS REPORT

The Final Progress Report is due **June 30, 2018**. This report should cover grant activities from the Notice to Proceed through **June 30, 2018**. The Final Report must be prepared in the format specified below and must be uploaded into GMS. See *Reporting Requirements* section for instructions; you may need to upload multiple documents to complete all of the requirements listed below. If requested, the grantee shall make an oral presentation to CalRecycle. The grantee shall submit a Draft Final Report on or before **June 1, 2018**.

CalRecycle shall draft review comments and transmit them to the grantee within ten (10) calendar days of receipt of the draft version of the final report. After incorporation of CalRecycle requested revisions, the Grantee shall submit to the Grant Manager one (1) camera-ready copy of the final report on or before **June 30, 2018**.

The following items must be included:

1. The Grant Number, Grantee's name and Grant Term. The following disclaimer statement on the cover page:
"The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text."
2. Table of Contents
3. Summary of the Project
 - a) The goal that was identified to be achieved through implementation of the grant project and objectives identified to help reach that goal.
 - b) The baseline data collected prior to implementing the program.
 - c) The methodology for ongoing data collection and evaluation.
4. Total Cost of Program
 - a) A breakdown of actual expenditures for the project (i.e., administration, staff, equipment, operating costs, etc.) by project component (e.g., infrastructure, promotion, education, events, etc.) and the percentage of the overall project costs for each component.
 - b) A list of all funding sources for the project, the amount provided and the percentage each source is of the overall project.

- c) A list and estimated dollar value of support from partnerships, volunteers, and in-kind services.
 - d) A statement whether funds received through this Agreement was a factor in obtaining additional funding and support for the project.
5. Work Plan
- a) A schedule of actual dates of project accomplishments (milestones)
 - b) A summary of the actual time expended on each phase of the project (i.e., planning, start-up, operation, evaluation, and until project became/becomes self-sustaining, if applicable).
 - c) A summary of special staffing needs.
 - d) A description of criteria for selecting equipment, actual effectiveness of chosen equipment, and recommended changes in equipment.
 - e) A statement of time elapsed before data was representative of a stable project.
 - f) A discussion of problems encountered and corrective actions taken.
 - g) A discussion of conditions unique to this project.
6. Tonnages and Revenues Generated (if applicable)
- a) The volume of empty CRV beverage containers collected (in tons) by material type (i.e., aluminum, glass, bimetal, and plastic by resin type).
 - b) The volume of non-CRV materials collected by the project by material type (i.e., newsprint, corrugated, etc.).
 - c) The revenues received for the CRV beverage containers.
 - d) A description of how CRV revenues were expended.
7. Project Effectiveness
- a) The outcomes achieved as a result of this project (e.g., percentage change in CRV volumes collected, change in knowledge and/or awareness level, etc.).
 - b) A comparison of the outcomes achieved to the goal established at the start of the project.
 - c) Statistical data to support the outcomes.
 - d) Volumes collected for 12 months.
 - e) Reach and frequency for all promotional and/or educational components, if applicable.
 - f) Outside influences that may have affected the outcomes achieved.
 - g) Efforts resulting in the reduction of greenhouse gas emissions.
8. Conclusions and Recommendations
- a) Important findings and suggestions for improvement.
 - b) Tips or modifications needed for other entities to replicate project.
 - c) Project Sustainability.
 - d) A list and description of on-going expenses for this project.
 - e) Photographs, articles, promotional/educational materials.
 - f) List of subcontractors.

Grantee acknowledges and agrees that CalRecycle shall not release final payment pursuant to this Agreement unless and until CalRecycle has received from the grantee a final report that complies with the above requirements and with other applicable requirements in this Agreement.

GRANT PAYMENT INFORMATION

1. Payment to the grantee for eligible grant expenses is made on a reimbursement basis only and for only those materials and services specified in the approved grant application.
2. Reimbursement may be requested in conjunction with (or after) submission of Progress Report and in conjunction with the Final Progress Report.
3. The grantee must submit the required Progress Reports/Final Progress Report per the work plan and the Grant Manager must approve the report prior to, or concurrent with, any submission of a Grant Payment Request.
4. The grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the "Payment Request and Documentation" section for completed project(s) only.
5. Grant payments will only be made to the grantee. It is the grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. Ten percent of each approved Grant Payment Request will be withheld and retained until all conditions stipulated in the Agreement, including submission and Grant Manager approval of the Progress and/or Final Progress Report, have been satisfied. Reimbursement of the 10 percent retention must be requested in the final Grant Payment Request.
7. CalRecycle will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date a Grant Payment Request is approved by the Grant Manager.
8. The grantee must provide a [Reliable Contractor Declaration \(CalRecycle 168\)](#) signed under penalty of perjury by the grantee's contractor(s) and subcontractor(s) in accordance with the "Unreliable List" provision of the Terms and Conditions. The declaration must be received and approved by the Grant Manager prior to commencement of work. See "Unreliable List" provision in the Terms and Conditions (Exhibit A) for more information.

PAYMENT REQUEST AND DOCUMENTATION

Payment requests must be submitted in GMS. For further instructions regarding GMS, including login directions, see the section above titled, Grant Management System. To submit a Grant Payment Request:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
 - Choose **Reimburse** for the Transaction Type and enter the amount spent in each budget sub category.
 - When the transaction is complete, click the **Save** button.
 - After the transaction is saved, the **Upload Supporting Documentation** button will appear in the lower right corner.
3. Click the **Upload Supporting Documentation** button.
 - Type a title, click the Browse button to search and upload the document, and then Save.
 - Select the Back button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
 - The maximum allowable file size for each document is 35MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request (including uploading all the documents listed below).

Supporting Documentation

- A. A scanned copy of the **Grant Payment Request (CalRecycle 87)**. Mail only the **original** Grant Payment Request form, with the original signature of the signatory or his/her designee*, as authorized by grantee's Resolution or Letter of Commitment to:

Via mail/courier/personal delivery:

Department of Resources Recycling and Recovery
BCRG Grant Program
FiRM Branch, 13th Floor
1001 I Street
Sacramento, CA 95812

*A designee may sign on behalf of the grantee if a) authorized by the Resolution or Letter of Commitment, and b) a Letter of Designation has been provided to the Grant Manager.

- B. Cost and Payment Documentation** – Required to be submitted for each expenditure of \$500 or more. No supporting documentation is required for expenditures of less than \$500 unless requested by CalRecycle.
- Invoices, receipts or purchase orders containing the product manufacturer, supplier/vendor, and/or contractor name, phone number, address, purchase amount, date and description of goods/services; and
 - Proof of payment (e.g., copies of cancelled checks, invoices or receipts marked with date paid, name who authorized payment, check number, or actual check copy, accounting reports if identified by a check number, date, product manufacturer, supplier/vendor, and/or contractor name and amount, hours and rate of pay.)

Three (3) bids or sole source justification obtained prior to purchase, required for any purchase over \$5,000. Original supporting documentation is not required to be submitted to CalRecycle but should be retained by the grantee.

All forms can be downloaded from the [CalRecycle Grant Forms webpage](#).

AUDIT CONSIDERATIONS

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later. A longer period of records retention may be stipulated in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, contract bids, samples of items and materials developed with grant funds, invoices and/or cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.

ATTACHMENT E.
Grant Agreement, Grant Approved Budget

BUDGET	
Beverage Container Recycling Grant Program	
Fiscal Year 2015/16	
RBC27	
Revised 05.27.15	
Grantee Name: City of Huntington Park	
PERSONNEL	
List Consultant, Title, Total Hours and Rate of Pay	
Consultant ET 50 hours @\$150/hour	\$ 7,500.00
Consultant PT 26 hours @\$150/ hour	\$3,900
A L-G Creative Design 50 hours @ \$85/hour	\$ 1,190.00
A L-G Production 14 hours @ \$65/hour	\$ 910.00
Subtotal	\$ 13,500.00
EQUIPMENT	
37 Beverage container recycling bins (including, but not limited to: supplies, gloves, liners, maintenance, shipping, handling, signage, warranty, software, installation, fees, taxes...etc.)	\$ 220,359.40
Subtotal	\$ 220,359.40
ADMINISTRATIVE	
Operating Expenses	
Education and Outreach (including, but not limited to: letters, flyers, brochures, newsletter, banners, posters, and poster stand)	\$ 8,844.60
Subtotal	\$ 8,844.60
Total Budgeted Expenses	\$ 242,704.00



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 17, 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 RESOLUTION APPROVING CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE 2015 LOCAL DEVELOPMENT REPORT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Resolution No. 2015-33, Finding the City of Huntington Park to be in Conformance with the Congestion Management Program (CMP) and Adopting the 2015 CMP Local Development Report (LDR), in Accordance with California Government Code section 65089.

BACKGROUND

By September 1, 2015, the City and other County of Los Angeles jurisdictions are required to submit to the Los Angeles County Metropolitan Transportation Authority (Metro) a resolution adopted by the City Council at a noticed public hearing adopting the Local Development Report (LDR) and self-certifying the jurisdiction's conformance with all local CMP requirements.

Passing of this resolution is to receive state gas tax (Section 2105) funds to preserve the City's eligibility for other state and federal transportation dollars.

The LDR contains results of new development activity tracking for the period June 1, 2014 through May 31, 2015. It must be submitted as part of the Self-Certification Resolution/LDR and be approved by City Council.

**APPROVE RESOLUTION APPROVING CONFORMANCE WITH THE CONGESTION
MANAGEMENT PROGRAM (CMP) AND ADOPTING THE 2015 LOCAL
DEVELOPMENT REPORT**

August 17, 2015

Page 2 of 2

All local jurisdictions and the County of Los Angeles have previously adopted the transportation demand management (TDM) ordinances and the land use analysis program required by the CMP. All jurisdictions must certify their ongoing implementation of these CMP requirements as part of their Self-Certification Resolution/LDR.

FISCAL IMPACT/FINANCING

There are no fiscal impacts.

LEGAL AND PROGRAM REQUIREMENTS

Passing of this resolution is to receive state gas tax (Section 2105) funds to preserve the City's eligibility for other state and federal transportation dollars. The Local Development Report (LDR) and self-certification the jurisdiction's conformance with all local Congestion Management Program (CMP) requirements are in accordance with California Government Code section 65089.

CONCLUSION

Upon Council approval of Resolution No. 2015-33 the City Engineer will forward the information and required documents to Metro by the September 1, 2015 deadline.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



Michael Ackerman
City Engineer

ATTACHMENTS

A: Resolution No. 2015-33, Finding the City of Huntington Park to be in Conformance with the Congestion Management Program (CMP) and Adopting the 2015 CMP Local Development Report (LDR) (Exhibit A), in Accordance with California Government Code section 65089

RESOLUTION NO. 2015-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, IN THE COUNTY OF LOS ANGELES FINDING THE CITY OF HUNTINGTON PARK TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE 2015 CMP LOCAL DEVELOPMENT REPORT (LDR), IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089

WHEREAS, CMP statute requires the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), acting as the Congestion Management Agency for Los Angeles County, to annually determine that the County and cities within the County are conforming to all CMP requirements; and

WHEREAS, LACMTA requires submittal of the CMP Local Development Report (Exhibit A) by September 1 of each year; and

WHEREAS, the City Council held a noticed public hearing on August 17, 2015.

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF HUNTINGTON PARK, IN THE COUNTY OF LOS ANGELES, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City of Huntington Park has taken all of the following actions, and that the City of Huntington Park is in conformance with all applicable requirements of the 2010 CMP adopted by the LACMTA Board on October 28, 2010.

By June 15, of odd-numbered years, the City of Huntington Park will conduct annual traffic counts and calculated levels of service for selected arterial intersections, consistent with the requirements identified in the CMP Highway and Roadway System chapter.

The City of Huntington Park has locally adopted and continues to implement a transportation demand management ordinance, consistent with the minimum requirements identified in the CMP Transportation Demand Management chapter.

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The City of Huntington Park has locally adopted and continues to implement a land use analysis program, consistent with the minimum requirements identified in the CMP Land Use Analysis Program chapter.

The City of Huntington Park has adopted a Local Development Report, attached hereto and made a part hereof, consistent with the requirements identified in the 2010 CMP. This report balances traffic congestion impacts due to growth within the City of Huntington Park with transportation improvements, and demonstrates that the City of Huntington Park is meeting its responsibilities under the Countywide Deficiency Plan consistent with the LACMTA Board adopted 2014 Short Range Transportation Plan.

SECTION 2. That the City of Huntington Park Clerk shall certify to the adoption of this Resolution and shall forward a copy of this Resolution to the Los Angeles County Metropolitan Transportation Authority.

PASSED, APPROVED and ADOPTED this 17th day of August, 2015.

Karina Macias, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

Exhibit “A”

2015 Congestion Management Program

HUNTINGTON PARK

Date Prepared: July 29, 2015

2015 CMP Local Development Report Reporting Period: JUNE 1, 2014 - MAY 31, 2015

Contact: **MICHAEL ACKERMAN**
Phone Number: **(323) 584-6253**

CONGESTION MANAGEMENT PROGRAM FOR LOS ANGELES COUNTY

2015 DEFICIENCY PLAN SUMMARY

*** IMPORTANT: All "#value!" cells on this page are automatically calculated.
Please do not enter data in these cells.**

DEVELOPMENT TOTALS

RESIDENTIAL DEVELOPMENT ACTIVITY

Dwelling Units

Single Family Residential	0.00
Multi-Family Residential	0.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

1,000 Net Sq.Ft.²

Commercial (less than 300,000 sq.ft.)	0.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

1,000 Net Sq.Ft.²

Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Daily Trips

ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

EXEMPTED DEVELOPMENT TOTALS

Exempted Dwelling Units	0
Exempted Non-residential sq. ft. (in 1,000s)	0

Page 1

2. Net square feet is the difference between new development and adjustments entered on pages 2 and 3.

HUNTINGTON PARK

Date Prepared: July 29, 2015

2014 CMP Local Development Report

Reporting Period: JUNE 1, 2013 - MAY 31, 2014

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 1: NEW DEVELOPMENT ACTIVITY**RESIDENTIAL DEVELOPMENT ACTIVITY**

Category	Dwelling Units
Single Family Residential	0.00
Multi-Family Residential	0.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Commercial (less than 300,000 sq.ft.)	0.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Description (Attach additional sheets if necessary)	Daily Trips (Enter "0" if none)
ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

HUNTINGTON PARK

Date Prepared: July 29, 2015

2015 CMP Local Development Report

Reporting Period: JUNE 1, 2014 - MAY 31, 2015

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 2: NEW DEVELOPMENT ADJUSTMENTS

IMPORTANT: Adjustments may be claimed only for 1) development permits that were both issued and revoked, expired or withdrawn during the reporting period, and 2) demolition of any structure with the reporting period.

RESIDENTIAL DEVELOPMENT ADJUSTMENTS

Category	Dwelling Units
Single Family Residential	0.00
Multi-Family Residential	0.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Commercial (less than 300,000 sq.ft.)	0.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY

Category	1,000 Gross Square Feet
Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY

Description (Attach additional sheets if necessary)	Daily Trips (Enter "0" if none)
ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

HUNTINGTON PARK

Date Prepared: July 29, 2015

2015 CMP Local Development Report

Reporting Period: JUNE 1, 2014 - MAY 31, 2015

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

PART 3: EXEMPTED DEVELOPMENT ACTIVITY**(NOT INCLUDED IN NEW DEVELOPMENT ACTIVITY TOTALS)**

Low/Very Low Income Housing	<input type="text" value="0"/>	Dwelling Units
High Density Residential Near Rail Stations	<input type="text" value="0"/>	Dwelling Units
Mixed Use Developments Near Rail Stations	<input type="text" value="0"/>	1,000 Gross Square Feet
	<input type="text" value="0"/>	Dwelling Units
Development Agreements Entered into Prior to July 10, 1989	<input type="text" value="0"/>	1,000 Gross Square Feet
	<input type="text" value="0"/>	Dwelling Units
Reconstruction of Buildings Damaged due to "calamity"	<input type="text" value="0"/>	1,000 Gross Square Feet
	<input type="text" value="0"/>	Dwelling Units
Reconstruction of Buildings Damaged in Jan. 1994 Earthquake	<input type="text" value="0"/>	1,000 Gross Square Feet
	<input type="text" value="0"/>	Dwelling Units
Total Dwelling Units	<input type="text" value="0"/>	
Total Non-residential sq. ft. (in 1,000s)	<input type="text" value="0"/>	

Page 4

Exempted Development Definitions:

- Low/Very Low Income Housing: As defined by the California Department of Housing and Community Development as follows:
 - Low-Income: equal to or less than 80% of the County median income, with adjustments for family size.
 - Very Low-Income: equal to or less than 50% of the County median income, with adjustments for family size.
- High Density Residential Near Rail Stations: Development located within 1/4 mile of a fixed rail passenger station and that is equal to or greater than 120 percent of the maximum residential density allowed under the local general plan and zoning ordinance. A project providing a minimum of 75 dwelling units per acre is automatically considered high density.
- Mixed Uses Near Rail Stations: Mixed-use development located within 1/4 mile of a fixed rail passenger station, if more than half of the land area, or floor area, of the mixed use development is used for high density residential housing.
- Development Agreements: Projects that entered into a development agreement (as specified under Section 65864 of the California Government Code) with a local jurisdiction prior to July 10, 1989.
- Reconstruction or replacement of any residential or non-residential structure which is damaged or destroyed, to the extent of > or = to 50% of its reasonable value, by fire, flood, earthquake or other similar calamity.
- Any project of a federal, state or county agency that is exempt from local jurisdiction zoning regulations and where the local jurisdiction is precluded from exercising any approval/disapproval authority. These locally precluded projects do not have to be reported in the LDR.

CITY OF HUNTINGTON PARK

Community Development
City Council Agenda Report



August 17, 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 ORDINANCE RELATING TO SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve first reading, waive further reading and introduce Ordinance No. 941-NS, amending Title 8 by adding a new Chapter 18 relating to Small Residential Rooftop Solar Systems.; and
2. Schedule the second reading and adoption of the Ordinance for September 7th, 2015.

BACKGROUND

1. AB2188 approved by Governor Jerry Brown on September 21, 2014, amended Section 714 of the Civil Code and Section 65850.5 of the Government Code, relating to solar energy.
2. Section 65850.5(a) of the California Government Code provides that it is the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems. In furtherance of that objective, Section 65850.5(g)(1) of the California Government Code requires that, on or before September 30, 2015, every city, county, or city and county must adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.
3. The ordinance must be consistent with the goals and intent of California Government Code Section 65850.5, create a streamlined permitting system, and

APPROVE ORDINANCE RELATING TO SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

August 17, 2015

its permit system and checklist standards for expedited review must substantially conform to the California Solar Permitting Guidebook.

4. The City currently accepts such applications for plan check after the review of Planning Division review. Building Division reviews such applications and issues permits through regular plan check process.
5. The City, however, needs to adopt the ordinance mandated by Section 65850.5(g)(1). The attached ordinance is intended to satisfy that requirement. The ordinance codifies the requirements of Section 65850.5(g)(1), such as accepting and approving applications electronically, directing the City's Building Official to develop a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review, and authorizing the Building Official to administratively approve such applications without requiring Planning and Fire Department approval.
6. This expedited and streamlined process is only applicable to small rooftop solar installations on Single Family Dwellings and Duplex Family Dwelling.
7. All other solar installation process still remain the same.

FISCAL IMPACT/FINANCING

None.

ENVIRONMENTAL REVIEW

This action is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15060(c)(2) as the action will not result in direct or reasonable foreseeable indirect physical change in the environment and Section 15060(c)(3) as the action is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly because this Ordinance does not involve any commitment to a specific project which may result in potentially significant physical impact on the environment.

LEGAL AND PROGRAM REQUIREMENTS

The small residential rooftop solar system expedited permit process shall be substantially in compliance with the recommendations for expedited permitting, including the checklist contained in the most current version of California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research.

APPROVE ORDINANCE RELATING TO SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

August 17, 2015

CONCLUSION

After approval City Council is requested to schedule the second reading of the Ordinance for September 8th, 2015.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



Manuel Acosta
Economic Development Manager

ATTACHMENTS

A: Ordinance No. 941-NS, Amending Title 8 by Adding a New Chapter 18 Relating to Small Residential Rooftop Solar Systems

ORDINANCE NO. 941-NS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AMENDING TITLE 8 BY ADDING A NEW CHAPTER 18 OF TITLE 8 OF THE CITY OF HUNTINGTON PARK MUNICIPAL CODE RELATING TO SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS.

WHEREAS, Subsection (a) of Section 65850.5 of the California Government Code provides that it is the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems; and

WHEREAS, Subdivision (g)(1) of Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance, consistent with the goals and intent of subdivision (a) of Section 65850.5, that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AS FOLLOWS:

SECTION 1. Title 8 is hereby amended and Chapter 18 is hereby added to the City of Huntington Park Municipal Code to read as set forth in Exhibit "A" to this Ordinance.

SECTION 2. CEQA. The City Council finds the introduction and adoption of this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly because this Ordinance does not involve any commitment to a specific project which may result in potentially significant physical impact on the environment.

SECTION 3. Severability. The City Council hereby declares that, should any provision, section, subsection, paragraph, sentence, clause, phrase, or word of this Ordinance or any part thereof, be rendered or declared invalid or unconstitutional by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, such decision or action shall not affect the validity of the remaining section or portions of the Ordinance or part thereof. The City Council hereby declares that it would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words of this Ordinance irrespective of the fact that any one or more provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words may be declared invalid or unconstitutional.

1 EXHIBIT "A"

2 TITLE 8. BUILDING REGULATIONS
3 CHAPTER 18. SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

4 **8-18.0 Intent and Purpose.**

5 The purpose of this chapter is to establish an expedited, streamlined solar permitting process that
6 complies with Civil Code section 714 and Government Code section 65850.5 to achieve timely
7 and cost-effective installations of small residential rooftop solar energy systems. This chapter
8 encourages the use of solar systems by removing unreasonable barriers, minimizing costs to
9 property owners and the city, and expanding the ability of property owners to install solar energy
10 systems. This chapter allows the city to achieve these goals while protecting the public health
11 and safety.

9 **8-18.1 Applicability.**

- 10 A. This chapter applies to the permitting of all small residential rooftop solar energy
11 systems in the city.
- 12 B. Small residential rooftop solar energy systems legally established or permitted prior
13 to the effective date of this chapter are not subject to the requirements of this chapter
14 unless physical modifications or alterations are undertaken that materially change the
15 size, type, or components of the small rooftop energy system in such a way as to
16 require new permitting. Routine operation and maintenance shall not require a
17 permit.

15 **8-18.2 Definitions**

16 The following words and phrases as used in this section are defined as follows:

- 17 A. "Building Division" means the Building Division of the City of Huntington Park.
- 18 B. "Building Official" means the Building Official for the City of Huntington Park.
- 19 C. "Electronic submittal" means the utilization of one or more of the following:
- 20 1. e-mail,
- 21 2. the internet,
- 22 3. facsimile.
- 23 D. "Reasonable restrictions" on a solar energy system means those restrictions that do
24 not significantly increase the cost of the system or significantly decrease its efficiency
25 or specified performance, or that allow for an alternative system of comparable cost,
26 efficiency, and energy conservation benefits.
- 27 E. "Restrictions that do not significantly increase the cost of the system or decrease its
28 efficiency or specified performance" means:
1. For Water Heater Systems or Solar Swimming Pool Heating Systems: an amount
exceeding 10 percent of the cost of the system, but in no case more than one
thousand dollars (\$1,000), or decreasing the efficiency of the solar energy system
by an amount exceeding 10 percent, as originally specified and proposed.

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2 2. For Photovoltaic Systems: an amount not to exceed one thousand dollars
3 (\$1,000) over the system cost as originally specified and proposed, or a decrease
4 in system efficiency of an amount exceeding 10 percent as originally specified
5 and proposed.

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F. “Small residential rooftop solar energy system” means all of the following:

1. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.
3. A solar energy system that is installed on a single or duplex family dwelling.
4. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

G. “Solar energy system” has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

H. “Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

8-18.3 Requirements

- A.** All solar energy systems shall meet applicable health and safety standards and requirements imposed by the state and the City.
- B.** Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.
- C.** Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

8-18.4 Duties of Building Division and Building Official

- A.** All documents required for the submission of an expedited solar energy system application shall be made available on the city’s website.
- B.** The applicant may submit the permit application and associated documentation to the City’s Building Division by personal, mailed, or electronic submittal together with any required permit processing and inspection fees.

- 1 C. An applicant's electronic signature shall be accepted on all forms, applications, and
2 other documents in lieu of a wet signature.
- 3 D. The city's Building Division shall adopt a checklist of all requirements with which
4 small residential rooftop solar energy systems shall comply to be eligible for
5 expedited review.
- 6 E. The small residential rooftop solar system permit process, and checklist(s) shall
7 substantially conform to recommendations for expedited permitting, including the
8 checklist contained in the most current version of the *California Solar Permitting*
9 *Guidebook* adopted by the Governor's Office of Planning and Research.
- 10 F. All plan review and permit fees shall be as adopted by separate resolution and/or
11 ordinance. Plan checking fees shall be paid at the time of plan review submittal.
12 Permit fees shall be paid at the time of permit issuance. Any such fees must comply
13 with Government Code Sections 65850.55 and 66015, Health & Safety Code Section
14 17951 and any other applicable state laws.

10 **8-18-5 Permit Review and Inspection Requirements**

- 11 A. Prior to submitting an application, the applicant shall:
- 12 1. Verify to the applicant's reasonable satisfaction through the use of standard
13 engineering evaluation techniques that the support structure for the small residential
14 rooftop solar energy system is stable and adequate to transfer all wind, seismic, and
15 dead and live loads associated with the system to the building foundation; and
- 16 2. At the applicant's cost, verify to the applicant's reasonable satisfaction using
17 standard electrical inspection techniques that the existing electrical system including
18 existing line, load, ground and bonding wiring as well as main panel and subpanel
19 sizes are adequately sized, based on the existing electrical system's current use, to
20 carry all new photovoltaic electrical loads.
- 21 B. For a small residential rooftop solar energy system eligible for expedited review, only
22 one inspection shall be required, which shall be done in a timely manner and may
23 include a consolidated inspection by the Building Official and fire chief. If a small
24 residential rooftop solar energy system fails inspection, a subsequent inspection is
25 authorized; however the subsequent inspection need not conform to the requirements
26 of this subsection.
- 27 C. An application that satisfies the information requirements in the checklist, as
28 determined by the Building Official, shall be deemed complete. Upon receipt of an
incomplete application, the Building Official shall issue a written correction notice
detailing all deficiencies in the application and any additional information required to
be eligible for expedited permit issuance.
- D. Upon confirmation by the Building Official of the application and supporting
documentation being complete and meeting the requirements of the checklist, the
Building Official shall administratively approve the application and issue all required
permits or authorizations in a timely manner in substantial compliance with the most
current version of the *California Solar Permitting Guidebook* adopted by the
Governor's Office of Planning and Research. . Such approval does not authorize an
applicant to connect the small residential rooftop energy system to the local utility
provider's electricity grid. The applicant is responsible for obtaining such approval or
permission from the local utility provider.

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- E.** Review of the application shall be limited to the Building Official or designee’s review of whether the application meets local, state, and federal health and safety requirements.
- F.** The Building Official or designee may require an applicant to apply for a use permit if the official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. Such decisions may be appealed to the City Planning Commission.
- G.** If a use permit is required, the Building Official or designee may deny an application for the use permit if the Building Official or designee makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decisions may be appealed to the Planning Commission.
- H.** Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost. A feasible method to satisfactorily mitigate or avoid the specific, adverse impact includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the City on another similarly situated application in a prior successful application for a permit. The City shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.
- I.** The City shall not condition approval of an application on the approval of an association, as defined in Section 4080 of the Civil Code.



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

August 17, 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 ADVANCE FROM GENERAL FUND TO SUCCESSOR AGENCY FOR DEBT SERVICE DEPOSIT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Ratify the advance of General Fund cash made to the Successor Agency in the amount of \$497,352 in order for the Successor Agency to make its debt service deposit on August 15, 2015.

BACKGROUND

The Successor Agency (the "Agency") did not receive sufficient Real Property Tax Trust Fund (RPTTF) funds from Los Angeles County to pay for the upcoming September 1, 2015 principal and interest payment to be deposited at US Bank (USB), the trustee for the 2004 bonds, by August 15, 2015.

The Agency instituted the practice of requesting one-half of each year's annual principal requirement for each semi-annual Recognized Obligation Payment Schedule (ROPS) period after not receiving the full amount of the 2004's principal and interest approved by the California Department of Finance (DOF) due to insufficient RPTTF collections by the County during that period.

In November 2014 DOF notified the Agency that it could no longer include the debt service requirements for the 2004 bonds in the ROPS requests. Instead, DOF instructed that the debt service for the 1994 bonds, which were refunded and defeased by the 2004 bonds, be included in the ROPS requests beginning with the ROPS 15-16A, July-December 2015.

In the prior period, ROPS 14-15B, January-June 2015, one-half of the principal of the 2004s was approved and received. Since this amount is less than required for the 1994s, the Agency had insufficient cash on hand designated for bond debt service to make the bond interest and annual principal payment. The Agency had \$5,603,848 on hand to make this payment. Since the required principal and interest payment was \$6,101,200, \$497,352 had to be advanced from General Fund cash to fully fund the

**APPROVE ADVANCE FROM GENERAL FUND TO SUCCESSOR AGENCY FOR
DEBT SERVICE DEPOSIT**

August 17, 2015

Page 2 of 2

payment. This advance will be repaid from the 2004 Surplus Account pursuant to the trust agreement immediately after the trustee pays the bond holders on September 1, 2015.

This GF advance is one-time only. Assuming that future ROPS are fully funded, the Agency will have sufficient funds to make these payments.

FISCAL IMPACT

The advance and its subsequent repayment have no budgetary impact.

LEGAL AND PROGRAM REQUIREMENTS

The payment of debt service, interest and principal, is required by the bond indenture.

CONCLUSION

The Interim Finance Director will notify the City Council when the General Fund advance has been repaid.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



JAN MAZYCK
Interim Director of Finance



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

August 17, 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:

APPROVAL OF ENCUMBRANCES FOR EXPIRED PUBLIC WORKS' CONTRACTS AND AGREEMENTS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve encumbrances for expired contracts and maintenance agreements listed in Attachment A totaling \$1,446,248;
2. Direct the preparation and processing of RFPs for each of the contracts listed in Attachment A and return to City Council for approval of new contracts by December 31, 2015; and
3. Authorize the Interim Finance Director to make the required payments related to the contracts listed in Exhibit "A" based upon the authorization established by City Council's affirmative action on the detail provided in Exhibit A, as attached, provided that the amounts do not exceed budgeted amounts.

BACKGROUND

As part of the City's efforts to implement new financial controls, policies and procedures and in accordance with recently-implemented Finance policies and procedures, all contracts are now required to be encumbered in the City's financial system in order to establish budgetary control over expenditures. Recording an encumbrance effectively "reserves" budget availability in order to ensure that a line item's budget is not over spent. As part of the cleanup of outstanding issues, it is evident that a number of contracts have been expired for quite some time and function on a month to month basis. This presents payment challenges as the appropriate authorizations to pay for services and/or items procured do not comport with the City's policies and procedures and/or State of California Public Works law.

APPROVAL OF ENCUMBRANCES FOR EXPIRED PUBLIC WORKS' CONTRACTS AND AGREEMENTS

August 17, 2015

Page 2 of 4

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current contracts listed in Attachment "A" expired and have for legal purposes been treated as "month-to-month" since their expiration. Rather than expending effort to update and formally amend the existing agreements only to have them expire in the short term, staff believes that the effort is better spent on conducting competitive processes as required by the City's Municipal Code in order to issue new contracts for needed maintenance services. As each new contract is approved by City Council, the encumbrance authorized by this action will be cancelled and replaced by a new encumbrance based on the new approved contract.

In our continuing work, and prior to December 31, 2015, staff may discover other contracts that are not listed in Attachment "A". Should that be the case, then Public Works will need to seek City Council's approval in order to have continued payment of invoices.

FISCAL IMPACT/FINANCING

The Public Works department's FY 15/16 budget reflects the associated costs of service delivery for the entire fiscal year, including the payment for services under the agreements presented in Attachment "A". No additional funding authority is being sought at this time.

CONCLUSION

After Council approval and direction, RFPs will be prepared and processed and brought before Council for consideration and authorization given to the Interim Finance Director to make associated payments.

Respectfully submitted,



John A. Ornelas
Interim City Manager



JAN MAZYCK
Interim Director of Finance

ATTACHMENT

A. List of Proposed Encumbrances – Attachment "A"

**APPROVAL OF ENCUMBRANCES FOR EXPIRED PUBLIC WORKS' CONTRACTS
AND AGREEMENTS**

August 17, 2015

Page 3 of 4

LIST OF PROPOSED ENCUMBRANCES

Attachment "A"

Contracts

1. TruGreen Landcare - Landscaping Maintenance Services – RFP Pending

Account #'s	Amounts
535-6090-452.56-60	\$ 44,964
231-3024-415.56-41	\$ 8,148
111-8095-431.56-60	<u>\$ 62,436</u>
Total	\$115,548

2. Contractor (TBD) – Tree Maintenance Services – RFP Pending

Account #'s	Amounts
535-6090-452.56-60	\$ 30,000
231-3024-415.56-41	\$ 10,000
111-8095-431.56-60	<u>\$ 30,000</u>
Total	\$ 70,000

3. Graffiti Protective Coating Inc. – Graffiti Removal – RFP Pending

Account #'s	Amounts
111-8095-431.56-75	\$162,000
239-8095-431.56-75	<u>\$ 30,000</u>
Total	\$192,000

4. Graffiti Protective - Bus Stop Maintenance – RFP Pending

Account #'s	Amount
220-8070-431.56-41	\$ 37,000

5. Honeywell, Heating, Ventilation and Air Conditioning (HVAC) – RFP Pending

Account #'s	Amounts
111-6022-451.56-41	\$ 31,600
111-7020-421.56-41	\$ 31,600
111-8022-419.56-41	<u>\$ 31,600</u>
Total	\$ 94,800

6. Computer Services - Traffic Signal Maintenance Services – RFP Pending

Account #	Amount
221-8014-429.56-41	\$ 60,000

**APPROVAL OF ENCUMBRANCES FOR EXPIRED PUBLIC WORKS' CONTRACTS
AND AGREEMENTS**

August 17, 2015

Page 4 of 4

Maintenance Agreements

	<u>Account #</u>	<u>Amount</u>
1. ADT Security	111-6022-451.56-41	\$ 1,000
	111-8022-419.56-41	\$ 700
2. Central Basin	681-8030-461.41-00	\$ 780,000
3. AmeriPride Uniforms	111-8020-431.61.20	\$ 4,100
	741-8060-431.61-20	\$ 700
4. Amtech Elevator Service	111-8022-419.56-41	\$ 2,000
5. County of L.A. Dept. of Public Works	221-8014-429.56-41	\$ 2,200
6. City of Vernon	221-8014-429-56.41	\$ 2,000
7. ComSerco Inc.	741-8060-431.56-41	\$ 6,600
8. EJ Ward Inc.	741-8060-431.43-20	\$ 25,000
9. Mark Bros Fire Extinguisher	111-6022-451.56-41	\$ 300
	111-7020-421.56-41	\$ 200
	111-8020-431-56-41	\$ 300
	111-8022-419.56-41	\$ 400
10. Ocean Blue Environmental Services	283-8040-432.56-41	\$ 5,000
11. Tyco Integrated	111-6022-451.56-41	\$ 1,000
12. Underground Service Alert	221-8014-429.56-41	\$ 2,000
13. Water Replenishment District	681-8030-461.41-00	\$ 40,000
14. Western Exterminator	111-6022-451.56-41	\$ 1,000
15. Xerox Capital	681-8030-461.43-05	\$ 800
	285-8050-432.43-05	\$ 800
	111-8020-431.43-05	\$ 800



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

August 17, 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:

CONSIDERATION OF GREATER FEDERATION OF WOMEN'S CLUBS OF HUNTINGTON PARK REQUEST USE AND FACILITY FEE WAIVER FOR HUNTINGTON PARK COMMUNITY CENTER AND SENIOR PARK TO HOST PROPOSED DOMESTIC VIOLENCE & SEXUAL ASSAULT AWARENESS SYMPOSIUM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Review GFWC Women's Club of Huntington Park's Special Event and Facility Fee Waiver Application for the use of the Huntington Park Community Center and Senior Park to host their Domestic Violence and Sexual Assault Awareness Symposium;
2. Consider request for use of the Huntington Park Community Center for proposed symposium; and
3. Approve proposed fee waiver request in the amount \$1,755 for use of the Huntington Park Community Center.

BACKGROUND

The Greater Federation of Women's Clubs (GFWC) of Huntington Park has submitted a Special Event Application and a Facility Fee Waiver Application for the use of the Huntington Park Community Center and Senior Park to host their annual Domestic Violence and Sexual Assault Awareness Symposium, which is defined as an activity in a public place per municipal code 5-13.01. The event would be open to the general public and is scheduled to take place October 10, 2015 from 7:30 a.m. – 3 p.m.

Per the application, the symposium will feature speakers, mini workshops, resource fair and a self-defense demonstration. The expected attendance is approximately 100 people. This event was hosted at the Huntington Park Community Center last year on October 11, 2014 and a total of \$1,427.50 was waived in facility fees and charges.

CONSIDERATION OF GREATER FEDERATION OF WOMEN'S CLUBS OF HUNTINGTON PARK REQUEST USE AND FACILITY FEE WAIVER FOR HUNTINGTON PARK COMMUNITY CENTER AND SENIOR PARK TO HOST PROPOSED DOMESTIC VIOLENCE & SEXUAL ASSAULT AWARENESS SYMPOSIUM

August 17, 2015

Page 2 of 3

FISCAL IMPACT/FINANCING

The GFWC Women's Club of Huntington Park has requested a complete facility fee waiver in the amount of \$1,755, which includes a \$500 refundable security deposit, for the use of Huntington Park Community Center and Senior Park. The fee detail listing is the following:

Non-Budget Impact Fees

Facility rental fees \$755

Special Event Application fee \$80

Sub-total \$835

Budget Impact Fees

Deposit \$500

Personnel fees \$170

Janitorial cost \$250

Sub-total \$920

Total Cost \$1,755

The Women's Club has also requested the use of the following city-owned equipment for this event:

- Six (6) 8 ft. rectangular tables
- Six (6) 8 ft. rectangular table clothes/linen
- Eight (8) 6 ft. round tables
- Eight (8) 6 ft. round table clothes/linen
- Projector, plus 10 ft. projector screen
- Podium
- Large PA system, including two (2) large speakers

LEGAL AND PROGRAM REQUIREMENTS

Per municipal code 5-13.02, only the City Council may grant a permit for use of city property to conduct an activity or event. In addition, per the city's Property and Facility Use Fee Waiver Policy, only the City Council has the authority to waive fees associated with activities in public places. Specifically, Council may waive fees up to \$25,000 for any single event or non-profit group or organization, for all events over the course of the fiscal year.

CONSIDERATION OF GREATER FEDERATION OF WOMEN'S CLUBS OF HUNTINGTON PARK REQUEST USE AND FACILITY FEE WAIVER FOR HUNTINGTON PARK COMMUNITY CENTER AND SENIOR PARK TO HOST PROPOSED DOMESTIC VIOLENCE & SEXUAL ASSAULT AWARENESS SYMPOSIUM

August 17, 2015

Page 3 of 3

Per the City's newly adopted City Property and Facility Use Fee Waiver Policy, the GFWC Women's Club of Huntington Park is eligible for a fee waiver.

The proposed event will have no detrimental impacts on the existing facilities and is providing in-kind services to the City in the form of workshops on domestic violence and sexual assault awareness. These activities will offset the actual cost of the fee waiver to the City.

If approved, the Women's Club must furnish the City of Huntington Park with liability insurance which claims the City of Huntington Park as additionally insured.

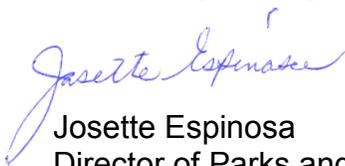
CONCLUSION

Upon Council approval, staff will process the Special Event Facility Permit Application and appropriate paperwork from the GFWC Women's Club of Huntington Park and will reserve the Huntington Park Community Center and Senior Park for the proposed event date.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



Josette Espinosa
Director of Parks and Recreation

ATTACHMENTS

- A: Special Event Application & Facility Fee Waiver Application
- B: Invoice
- C: Tax Exempt Status
- D: Financial Hardship Letter

Facility Rental Application



Please use this Application to submit your request to rent space at the City of Huntington Park's Department of Parks and Recreation. In order to reserve a facility for private special events, facility rental applications and rental fees **MUST** be submitted and paid in full a minimum of 2 weeks prior to event date(s) (Please see policy for adding time to your rental). Submission of this application does not guarantee rental of facility.

CONTACT INFORMATION

NAME OF GROUP/ORGANIZATION GFWC WOMEN'S CLUB OF HUNTINGTON PARK TAX ID # (Non-profits only) _____
 APPLICANT NAME/PERSON RESPONSIBLE IVONNE COOREA TITLE PRESIDENT
 CELL PHONE _____ ALTERNATE PHONE _____
 EMAIL WOMEN395CLUB@YAHOO.COM
 ADDRESS _____ CITY HUNTINGTON PARK STATE CA ZIP 90255

EVENT INFORMATION

SET UP DAY(S)/DATE(S) REQUESTED* 10/10/15 EVENT DAY(S)/DATE(S) REQUESTED* 10/10/15
 NAME AND TYPE OF EVENT DOMESTIC VIOLENCE & SEXUAL ASSAULT AWARENESS SYMPOSIUM ESTIMATED ATTENDANCE 100
 FACILITY REQUESTED, IF KNOWN H. P. COMMUNITY CENTER # SENIOR PARK
 SET UP START TIME 7:30 AM SET UP END TIME 9:00 AM EVENT START TIME 10:00 AM EVENT END TIME 3:00 PM
 * If more than three (3) dates are requested, please list all dates and times in "COMMENT / ADDITIONAL DATES" section on backside.

EVENT DETAILS

1. Is your event open to the public? Yes No (If yes, liability insurance required)
2. Is this a fundraising event? Yes No (If yes, liability insurance required)
3. Will there be admission, charge or donation? Yes No (If yes, liability insurance required)
4. Is the celebrant of your event younger than 21 years and will alcohol be served during the event? Yes No (If yes, please see security guard policy)
5. Will alcoholic beverages be sold at the event? Yes No (If yes, liability insurance & ABC license required)
6. Will non pre-packaged food be served? Yes No (If yes, janitorial services are required)
7. Is this an organized sports activity? Yes No (If yes, liability insurance required)
8. Will Caterer/Bartender be onsite during your event? Yes No (If yes, liability insurance & BL required)

Please sign below to confirm that the information contained on this application is accurate

SIGNATURE: _____ DATE 06/26/2015

STAFF USE ONLY			
APPLICATION RECEIVED BY <u>Elizabeth T.</u>	APPLICATION APPROVED BY _____		
APPLICATION PROCESSED/LOGGED BY <u>Janie Loera</u>			
FACILITY FEES DUE _____	STAFF FEES DUE _____	JANITORIAL FEES DUE _____	KITCHEN FEES DUE _____
DEPOSIT DUE _____	RECEIPT NO. _____	PAYMENT TYPE: CHECK MONEY ORDER VISA/MASTERCARD	
JANITORIAL & SECURITY SERVICES CONFIRMED BY _____		CONFIRMATION DATE _____	

Facility Rental Information



GENERAL

A permit is required for use of any indoor park facilities or organized use of outdoor park facilities (such as team practices, soccer league games, etc.). Permits are required for outdoor facilities for groups of 25+. Permits are required for outdoor athletic field use for groups of 13+.

- **Minimum Reservation** - The minimum reservation time for the use of any park facility for private special events occurring on a weekend, such as birthdays, anniversaries, weddings, etc., is five (5) hours. Same day permits are available on an hourly basis for small scale events, such as membership meetings and trainings/workshops only if those events take place during the Department's normal hours of operation; if the facility is available and if the Director of Parks and Recreation or designee approves said use.
- **Kitchen Use** - Kitchen is not available for use by permittees for the purpose of cooking food. The permittee has access to the kitchen's stove to re-warm food, hand sink(s), refrigerator, freezer, ice machine, food storage racks, microwave, and counter tops, where and when applicable.
- **Tables & Chairs** - Permittee must supply own tables and chairs for private special events. All equipment provided by permittee must be removed at the conclusion of the event. Tables and chairs used for events which occur on the weekend (5 p.m. Friday - Sunday) may be picked up on the following day per the following schedule: Perez Park facilities between 9:30 a.m. - 11:30 a.m.; Freedom Park and Huntington Park Community Center facilities between 2:30 - 4:30 p.m.; Salt Lake Park facilities between 4:30 - 6:30 p.m. If tables/chairs are left inside the facility past the provided timeframe, the permittee will be charged a \$50 penalty fee (deducted from deposit) per day until the tables/chairs are picked up. The City is not responsible for lost, stolen or vandalized equipment, personal belongings, decorations or furniture left behind by permittee. **Vehicles** may not be parked on facility walkways for the purpose of loading or unloading equipment.

APPLICATION PROCESS AND FEES

- **Application Deadline** - Facility rental applications and fees must be submitted and paid in full a minimum of 2 weeks prior to the event date.
 - Facility rental permits shall not be granted for events scheduled more than one calendar year from the time the application is submitted.
- **Make Payment To** - Fees must be paid by check or money order made payable to "City of Huntington Park" or by Visa/MasterCard (No cash). Full payment is required at time facility rental permit application is submitted.
- **Business License**
 - Business license for caterers based in Huntington Park: A valid business license must be on file with the city's Finance Department at least one week prior to event date.
 - Business license for caterers based outside of Huntington Park: A copy of a valid business license must be submitted to the Parks and Recreation Department at least one week prior to event date.
- **Fee Waivers** - Facility rental fee waivers must be approved by the Parks and Recreation Commission and/or City Council. If you would like to request a fee waiver, please submit a completed facility rental permit application, along with a letter requesting the fee waiver, at least 60 days prior to the event. The letter of request shall include the following: (A) names and addresses of board members, (B) the event's purpose and benefits to the community, (C) the event's proposed budget including all revenues and expenditures, (D) how the event's proceeds are to be used. (Proceeds are to be used exclusively within the community for charitable or non-profit activities involving youth or adult programs). In addition, the person requesting the fee waiver must attend the commission and/or City Council meeting when the request is being considered. Ongoing facility permits for events where fees are waived will be limited to 3-month periods.
- **Weekend Rates** - Facility rentals for events held from 5 p.m. Friday through Sunday will be charged the "Weekend Rate" from the current rental fee schedule.
- **Adding Time to Your Rental** - Requests and payment in full for additional hours to be added to a private special event rental must be made to the department in writing no later than five (5) business days prior to the reservation date. No more than 3 hours may be added per private special event rental if five (5) or less business days remain before the event is scheduled to take place.

INSURANCE

General liability insurance of the type and amount (at least \$1 million) required by the Director of Parks and Recreation shall be a condition of facility rental. Failure to provide adequate insurance may be a cause of the City to reject a rental application. Insurance will be required for any function or event which is used for: fundraising, charges admission, will sell alcohol, is open to the public, is an organized sports activity where membership is required to participate, will be physically catered/bartended onsite on day(s) of event, and/or may attract a crowd of observers. A certificate of liability insurance shall name the City of Huntington Park as an additional insured and be provided five (5) business days in advance of the event. Minor events such as family reunions, picnics, etc., do not require liability insurance unless open to the public or deemed necessary by the Director.

It is the responsibility of the permit holder to ensure that vendors have obtained a business license, health permit, liability insurance or any necessary. The permittee must obtain copies of these documents and have them readily available.

SECURITY DEPOSITS

- **Security Deposit Refunds** - Allow 4-6 weeks after event has taken place for refund of deposit. Deposits will be mailed to name/address listed on facility rental application. Deposits will be withheld by the City if the permittee is in violation of the rules and regulations. If the entire deposit is used to pay fees incurred as a result of the event, the city reserves the right to bill the permittee additional costs.
- **Annual Deposits** - Deposits for annual or ongoing rentals will be refunded on an annual basis at the end of the calendar year. Deposits must be re-paid to the City for subsequent rentals (i.e. deposits do not carry over into the next calendar year).

CANCELLATIONS ~~X~~

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

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

Please note: Days listed are calendar days

EVENT SETUP AND CLEANUP ~~X~~

- It is the responsibility of the permit group to manage set-up and break down. City equipment may be used during normal hours of operation when available and reserved in the permit (certain exceptions apply). Group must leave the room or park area exactly as they found it. If staff is required to clean-up, breakdown, repair or replace items or the area, fees will be subtracted from deposit.
- At the conclusion of the event, rented tables and chairs must be left in the designated area.
- If permittee leaves any equipment, personal belongings, decorations or furniture in city facilities, permittee will be charged a \$50 penalty fee (deducted from deposit) per day until the said items are picked up. The fee will be deducted from the deposit. The City is not responsible for lost, stolen or vandalized equipment, personal belongings, decorations or furniture left behind by permittee.
- Set-ups for events scheduled to take place on Saturdays or Sundays may be done Friday after 5 p.m. only.

RULES AND REGULATIONS ~~X~~

- **Smoking** and use of tobacco-related products is prohibited at all city parks and facilities (Municipal Code Sec. 4-12.03).
- **Noise** that disturbs the peace and quiet of any neighborhood is prohibited (Municipal Code Section 5-11.01). As such, live entertainment is prohibited at the Senior Park Pavilion after 10 p.m., and DJs are prohibited after 11 p.m.
- **Decorations** must be non-flammable and must be labeled as state fire marshal approved fire retarding material or be certified by approved companies. The use of tape other than masking tape is prohibited. The use of tacks, nails, scotch tape, staples, or similar fasteners is not allowed. Candles are not allowed.
- The entryway and hallway areas must be kept clear of guests and equipment. Children must remain inside the rented premises and must be supervised at all times.
- **Electronics** - Fog machines are not allowed during indoor facility rentals. Facilities support electronic equipment up to 100 volt, 15 amp.
- **Jumpers bounce houses**, inflatables, or waters slides are not allowed on park premises.
- **No Taco Grills/Carts** allowed inside City buildings.

ALCOHOLIC BEVERAGES ~~X~~

Alcoholic beverages are allowed at private events. Two security guards, at a minimum, are required for events where alcohol will be served and the celebrant is 21 years of age or younger, regardless of the number of guests. Events for minors include, but are not limited to, the following: Baptisms, Birthday parties for people under 21 years old, Quinceañeras, and First Communion/Confirmation celebrations

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

SECURITY POLICY ~~X~~

The City of Huntington Park reserves the right to request licensed security officers for security purposes per the discretion of the Director of Parks and Recreation (or designee). The guard to guest ratio is as follows:

With Alcohol

1 - 50 guests = 1 guard
 51 - 99 guests = 2 guards
 100 - 199 guests = 3 guards
 200 - 250 guests = 4 guards

Without Alcohol

1 - 25 guests = No guard
 26 - 99 guests = 1 guard
 100 - 199 = 2 guards
 200 - 250 = 3 guards

Applicant must contact one of the security guard companies listed below and arrange security services directly with the company. A receipt or contract showing the number of guards and hours contracted must be submitted within 5 business days of event date(s). For hourly guard rates, please contact the security guard company directly. Permittee is liable for payment of additional security services, if more than the stated number of guards on the application is in attendance on the day of the event(s).

Security Guard Company Options

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

Marshal Security Services - (818) 974-3635 - www.marshallsecurityca.com (PENDING INSURANCE APPROVAL)

Guardian Eagle Security - (888) 801-0033 - www.ges.net (PENDING INSURANCE APPROVAL)

**For additional options, please consult with the Department of Parks and Recreation

PLEASE PRINT, SIGN AND DATE BELOW TO CONFIRM YOUR RECEIPT OF THE FACILITY RENTAL INFORMATION FORM

IVONNE CORREA
Applicant Name (Print)

/ Applicant Signature

06-26-15
Date

**CITY OF HUNTINGTON PARK
DEPARTMENT OF PARKS & RECREATION**

EQUIPMENT LOAN AGREEMENT

This Agreement is entered into this 22 day of June, 2015, by and between the HUNTINGTON PARK, PARKS & RECREATION DEPT. and IVONNE CORREA Borrower of the department's equipment listed below and the person who shall take responsibility for use and control of the equipment.

EQUIPMENT /DESCRIPTION

<u>6</u>	<u>BLACK RECTANGULAR TABLE & LINEN</u>	<u>1</u>	<u>PODIUM</u>
<u>8</u>	<u>BLACK ROUND TABLE & LINEN</u>	<u>1</u>	<u>MICROPHONE</u>
<u>1</u>	<u>PROTECTOR</u>		

I hereby take full responsibility of checking equipment before being used to assure that it is set up in a safe and proper manner and/or in good operable condition. I also assume full liability for the use of such equipment and hereby release the City of Huntington Park, its officers, and employees for any and all claims, demands, liabilities, costs, expenses, damages, causes of action, and judgments arising out of or in any way connected with the use of said equipment or while said equipment is under my responsibility and control.

In consideration of this agreement, I hereby agree to reimburse the City for any and all damage, loss or theft of said equipment at today's full replacement cost within 15 days.

I further agree to return said equipment to the Recreation Center by the 10 day of October 2015 at 3:00 p.m. and will pay a \$20.00 per day rental fee for each day after this date.

IN WITNESS HEREOF, the parties have executed this Agreement upon the date hereinabove set forth.

X
Borrower Representative

Department Representative

Were all items listed returned undamaged and is good working order? Yes: ____ No: ____
(If no, list all damaged and/or missing items.)

City Representative Signature

Date

Facility Fee Waiver Application



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

Submission of this application does not guarantee rental of facility.

A. CONTACT INFORMATION

Name of Group/Organization GWFC WOMEN'S CLUB OF HUNTINGTON PARK

Is this a non-profit organization YES NO Tax ID # (Non-profit only) _____

Applicant Name/Person Responsible IVONNE CORREA Title PRESIDENT

Cell Phone _____ Alternate Phone _____

E-mail Address WOMEN39SCLUB@42hoo.com

Address, _____ City HUNTINGTON PARK State CA Zip 90255

B. FACILITY INFORMATION

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

- | | |
|--|---|
| <input type="checkbox"/> FREEDOM PARK RECREATION CENTER | <input type="checkbox"/> FREEDOM PARK ATHLETIC FIELD |
| <input checked="" type="checkbox"/> HUNTINGTON PARK COMMUNITY CENTER | <input type="checkbox"/> KEVIN DE LEON SOCCER FIELD |
| <input type="checkbox"/> RAUL R. PEREZ MEMORIAL PARK RECREATION CENTER | <input type="checkbox"/> RAUL R. PEREZ MEMORIAL PARK ATHLETIC FIELD |
| <input type="checkbox"/> ROBERT H. KELLER PARK | <input type="checkbox"/> ROBERT H. KELLER PARK PICNIC SHELTER |
| <input type="checkbox"/> SALT LAKE PARK CLUB ROOM # _____ | <input type="checkbox"/> SALT LAKE PARK BALL FIELD # _____ |
| <input type="checkbox"/> SALT LAKE PARK BATTING CAGES | <input type="checkbox"/> SALT LAKE PARK GYMNASIUM |
| <input type="checkbox"/> SALT LAKE PARK LOUNGE | <input type="checkbox"/> SALT LAKE PARK SOCIAL HALL |
| <input type="checkbox"/> SALT LAKE PARK SOCCER SQUARE | <input checked="" type="checkbox"/> SENIOR PARK |
| <input type="checkbox"/> OTHER _____ | |

C. EVENT INFORMATION

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

DOMESTIC VIOLENCE & SEXUAL ASSAULT AWARENESS SYMPOSIUM. WE WILL HAVE SPEAKERS, A MINI-WORKSHOP, PAMPHLETS & OTHER INFORMATIONAL LITERATURE & A SELF-DEFENSE DEMONSTRATION

Anticipated Daily Attendance _____ Anticipated Total Attendance 100

2. Is your organization an official non-profit organization 501(c)3? Yes No
 • If yes, list the non-profit tax ID number _____

3. Will you be charging a fee for this event? Yes No
 • If yes, list all fees _____

4. Will the event be open to the public?
 5. Is this event a fundraiser?

- Yes No
 Yes No

D. EVENT DATES AND TIMES

Set-up Date(s) 10/10/15 Set-up Start Time 7:30 AM
 Event Start Date(s) 10/10/15 Event Start Time 10:00 AM
 Event End Date 10/10/15 Event End Time 3:00 PM
 Breakdown Date(s) 10/10/15 Breakdown End Time 4:00 PM

E. FEE WAIVER INFORMATION

Please complete **ONLY** the section which applies to your event (Intergovernmental Cooperation, Non-Profit, Private Business or Organization or City Sponsored Event)

Intergovernmental Cooperation (Applicant is a government agency)

Name of Specific Department/Unit Responsible for Event _____

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

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

Non-Profit Organization

Private Business, Organization or Individual

*Non-profit organization will be required to provide verification of tax-exempt status.

Do you provide a service solely to the residents of Huntington Park? YES NO

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

OUR GOAL IS TO RAISE FUNDS TO EVENTUALLY OPEN A WOMEN'S CRISIS CENTER IN HUNTINGTON PARK & NO MATTER WHAT THE EVENT, ALL PROCEEDS GO TO THIS FUND & WITHOUT FEE WAIVERS, WE WOULD NOT BE ABLE TO ACCOMPLISH THIS GOAL.

What significant value or benefit will your event provide to Huntington Park residents? WE WILL BE PROVIDING

LAUNCH NEEDED, VALUABLE INFORMATION FOR MEN, WOMEN & THEIR FAMILIES WHO MAY BE SURVIVORS OF DOMESTIC VIOLENCE, AS WELL AS PREVENTION OF SAME, INCLUDING OUTREACH & OTHER AVAILABLE RESOURCES.

City-Sponsored Event

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

Does your organization have, or is it in the process of receiving, a tax-exempt status? YES NO

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

F. FEE WAIVER REQUEST

Are you requesting a 100% waiver of all applicable rental fees? YES NO

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

- Facility Fee \$ _____
- Personnel (Staffing) \$ _____
- Janitorial \$ _____
- Equipment/Material \$ _____

G. REVIEW PROCESS

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

H. Applicant Signature

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

SIGNATURE _____ DATE 06-30-15

-STAFF USE ONLY-		
APPLICATION RECEIVED BY <u>Elizabeth T.</u>	DATE RECEIVED <u>7-1-15</u>	APPLICATION APPROVED BY _____
ALL CRITERIA FOR FEE WAIVER HAS BEEN MET? <input type="checkbox"/> YES <input type="checkbox"/> NO	FEE WAIVER STATUS <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> CONDITIONAL	
TOTAL FEES WAIVED \$ _____	FACILITY FEES DUE _____	LIGHT FEES DUE _____
STAFF FEES DUE _____	CHALKING FEES DUE _____	TOTAL DUE _____
APPROVED BY _____		

CITY OF HUNTINGTON PARK
DEPARTMENT OF PARKS & RECREATION

EQUIPMENT LOAN AGREEMENT

This Agreement is entered into this 26 day of June, 2005, by and between the HUNTINGTON PARK, PARKS & RECREATION DEPT. and IVONNE CORREA Borrower of the department's equipment listed below and the person who shall take responsibility for use and control of the equipment.

EQUIPMENT /DESCRIPTION

<u>6</u>	<u>BLACK RECTANGULAR TABLE & LINEN</u>	<u>1</u>	<u>PODIUM</u>
<u>8</u>	<u>BLACK ROUND TABLE & LINEN</u>	<u>1</u>	<u>MICROPHONE</u>
<u>1</u>	<u>PROJECTOR</u>		

I hereby take full responsibility of checking equipment before being used to assure that it is set up in a safe and proper manner and/or in good operable condition. I also assume full liability for the use of such equipment and hereby release the City of Huntington Park, its officers, and employees for any and all claims, demands, liabilities, costs, expenses, damages, causes of action, and judgments arising out of or in any way connected with the use of said equipment or while said equipment is under my responsibility and control.

In consideration of this agreement, I hereby agree to reimburse the City for any and all damage, loss or theft of said equipment at today's full replacement cost within 15 days.

I further agree to return said equipment to the Recreation Center by the 10 day of October 2005 at 3:00 p.m. and will pay a \$20.00 per day rental fee for each day after this date.

IN WITNESS HEREOF, the parties have executed this Agreement upon the date hereinabove set forth.

X
Borrower Representative

Department Representative

Were all items listed returned undamaged and is good working order? Yes: ___ No: ___
(If no, list all damaged and/or missing items.)

City Representative Signature

Date

Applicant must contact one of the security guard companies listed below and arrange security services directly with the company. A receipt or contract showing the number of guards and hours contracted must be submitted within 5 business days of event date(s). For hourly guard rates, please contact the security guard company directly. Permittee is liable for payment of additional security services, if more than the stated number of guards on the application is in attendance on the day of the event(s).

Security Guard Company Options

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

Marshal Security Services - (818) 974-3635 - www.marshallsecurityca.com (PENDING INSURANCE APPROVAL)

Guardian Eagle Security - (888) 801-0033 - www.ges.net (PENDING INSURANCE APPROVAL)

**For additional options, please consult with the Department of Parks and Recreation

PLEASE PRINT, SIGN AND DATE BELOW TO CONFIRM YOUR RECEIPT OF THE FACILITY RENTAL INFORMATION FORM

IVONNE CORREA
Applicant Name (Print)

[Signature]
Applicant Signature

06-26-15
Date



City of Huntington Park • Department of Parks & Recreation

3401 E. Florence Ave. • Huntington Park, CA 90255 • 323-584-6218 • FAX 323-584-6310 • www.huntingtonpark.org

Invoice

BILL TO
 GFWC Women's Club of Huntington Park
 Attn: Ivonne Correa, President
 PO Box 5237
 Huntington Park, CA 90255
 (323) 449-7221
 women39sclub@yahoo.com

INVOICE DATE	INVOICE NO.
8/10/2015	HP-F9001

Event Name
 Domestic Violence & Sexual Assault Awareness Symposium

Athletic Facility	QUANTITY	RATE	TOTAL
SLP Lounge	0		\$0.00
SLP Social Hall	0		\$0.00
SLP Kitchen	0		\$0.00
SLP Club Room #1	0		\$0.00
SLP Club Room #2	0		\$0.00
SLP Club Room #3	0		\$0.00
SLP Club Room #4	0		\$0.00
SLP Mat Room	0		\$0.00
SLP Muni Building	0		\$0.00
SLP Parking Lot	0		\$0.00
SLP Muni Picnic Shelter	0		\$0.00
Community Center (HPCC)	0		\$0.00
Community Center Kitchen (HPCC)	1	\$75.00	\$75.00
Community Center (HPCC) + Senior Park	8.5	\$80.00	\$680.00
Senior Park + Pavillion	0		\$0.00
Community Center (HPCC) Parking Lot	0		\$0.00
Perez Park Event Room A	0		\$0.00
Perez Park Event Room B	0		\$0.00
Perez Park Event Room C	0		\$0.00
Perez Park Event Room A+B+C	0		\$0.00
Perez Park Parking Lot	0		\$0.00
Perez Park Amphitheatre	0		\$0.00
Freedom Park Community Center	0		\$0.00
Keller Park	0		\$0.00
Keller Park Picnic Shelter	0		\$0.00
Misc. Parking Lot	0		\$0.00
Personnel (Staff Supervision)	10	\$17.00	\$170.00
Security Guard (*Paid to Security Guard Company)	0		\$0.00
JANITORIAL FEE			\$250.00
DEPOSIT			\$500.00
PAYMENTS / CREDITS			
TOTAL			\$1,675.00
TOTAL DUE TO CITY OF HUNTINGTON PARK			\$1,675.00

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
OGDEN UT 84201-0023

Date of this notice: 11-04-2008

004491.504988.0013.001 1 MB 0.369 532

Employer Identification Number:
80-0290462



Form: SS-4

Number of this notice: CP 575 E

WOMENS CLUB OF HUNTINGTON PARK
6013 MALABAR ST
HUNTINGTON PARK CA 90255

For assistance you may call us at:
1-800-829-4933

14491

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 80-0290462. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for formal recognition of tax-exempt status, most organizations will need to complete either Form 1023, Application for Recognition Under Section 501(c)(3) of the Internal Revenue Code, or Form 1024, Application for Recognition of Exemption Under Section 501(a). Submit the completed form, all applicable attachments, and the required user fee to:

Internal Revenue Service
PO Box 192
Covington, KY 41012-0192

The Pension Protection Act of 2006 contains numerous changes to the tax law provisions affecting tax-exempt organizations, including an annual electronic notification requirement (Form 990-N) for organizations not required to file an annual information return (Form 990 or Form 990-EZ). Additionally, if you are required to file an annual information return, you may be required to file it electronically. Please refer to the Charities & Non-Profits page at www.irs.gov for the most current information on your filing requirements.



INTERNAL REVENUE SERVICE

Ogden, IRS Center

Department of the Treasury

P.O. Box 9941, Ogden, Utah 84409

MS 6273

Refer Reply To: 0423272295

Date: November 26, 2008

**CALIFORNIA FEDERATION OF WOMENS
CLUBS
GFWC WOMENS CLUB OF HUNTINGTON PARK
6013 MALABAR ST
HUNTINGTON PK CA 90255**

Taxpayer Identification Number: 80-0290462

Dear Taxpayer:

We received your request dated November 26, 2008 asking us to verify your employer identification number (EIN), name and group exemption status.

Your employer identification number is 80-0290462. Please keep this number in your permanent records. You should enter our name and EIN, exactly as shown above, on all federal tax forms that require its use, and on any related correspondence or documents.

Our records indicate that you have been assigned group exemption number (GEN) 8288, barring and problems with acceptance from the computer system, and you are classified as a 501 C (03) of the Internal Revenue Code.

If you have any questions, please call our Customer Service area at 1-877-829-0115. If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your daytime telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number () _____ Hours _____

Sincerely,

Katrina Call



WOMEN'S CLUB HUNTINGTON PARK



Promoting health, education and social justice for women and working families.

August 10, 2015

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

Dear Honorable Mayor and Members of the City Council,

I write on behalf of the GFWC Women's Club of Huntington Park to respectfully request your assistance in waiving the facility fee for the Salt Lake Park Community Center on Saturday, October 10, 2015. On that day, The Women's Club intends to host the 3rd Annual Symposium on Domestic Violence & Sexual Assault.

The Women's Club is requesting a fee waiver because based on your annual budget of \$3,500 we are unable to pay the facility fees for this important community event. If the fee is not waived, we will be unable to host the event. In general, we cannot host community events without sponsors, in-kind donations and/or ticket sales. Our annual budget is fully utilized as follows:

February Speech Scholarship for HP High School Seniors	\$1,800
Valentine's Day Visit to Convalescent Home	100
May International Women's Day Celebration	800
Symposium on Domestic Violence & Sexual Assault (printing, certificates and food & beverage)	400
Miscellaneous Donations to Community Events such as Huntington Park Turkey Away, Senior Citizens Dances and the Holiday Gift Give Away	400
	<u>\$3,500</u>

The goal of the Symposium is to educate community leaders, advocates and citizens about the ways to address domestic violence & sexual assault. We invite experts in the field to talk about the issues and suggest ways for the community to deal with them in a healthy way.

The Symposium is vital to the residents of all the Southeast Cities because it is the only one of its type in the area. Domestic violence is a multifaceted dilemma created by violence in the form of physical abuse, verbal abuse, emotional abuse, elder abuse, rape, human trafficking and murder.

The statistics are staggering. According to the Centers for Disease Control and Prevention:

- 20 people per minute are targets of physical violence by an intimate partner , affecting both women and men , in the United States;
- Violence starts early. Seventy-nine percent of women, who completed a rape report, stated they were first raped before the age of 25. Twenty-eight percent of men reported they were 10 years of age or younger.

Thank you in advance for your support. I would be delighted to have you attend the event as well. I look forward to working with you. Our tax ID number is 23-7118669. Please do not hesitate to contact me with questions.

Best Regards,

Wonne Correa

Wonne Correa, President
GFWC Women's Club of Huntington Park
323-449-7221 ♦ Women39sclub@yahoo.com

CO-FOUNDER
Ofelia Hernandez

PRESIDENT
Wonne Correa

VICE PRESIDENT
Liliana Argüello

TREASURER
Diane C. Spalding

RECORDING SECRETARY
Open

CORRESPONDING
SECRETARY
Open

PARLIAMENTARIAN
Open

HISTORIAN
Maria Elena Gonzalez

MEMBERSHIP CHAIR
Open



GFWC
Women's Club of
Huntington Park,
Est. 1907

Address:
P.O.Box 5237
Huntington Park,
CA 90255

E-Mail:
Women39sclub@yahoo.com

