

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda Tuesday, September 6, 2016

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

Graciela Ortiz
Mayor

Marilyn Sanabria
Vice Mayor

Jhonny Pineda
Council Member



Karina Macias
Council Member

Valentin Palos Amezquita
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 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 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.**

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 Graciela Ortiz
Vice Mayor Marilyn Sanabria
Council Member Valentin Palos Amezquita
Council Member Karina Macias
Council Member Jhonny Pineda

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS AND ANNOUNCEMENTS

Recognition for retirement of PD K9 “Kilo”

Presentation of “Certificates of Appreciation” to Outgoing Youth Commissioners

Brief overview of Senator Lara’s “Young Senators Program” by Joseph Nunez, Young Senators Program Director, Office of Senator Ricardo Lara

PUBLIC COMMENT

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this regular meeting agenda. For items on this agenda 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.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
J.H., a minor, by and through his Guardian Ad Litem, Marcela Lujano, et al. v. City of South Gate/ City of Huntington Park, et al.
LASC No. BC 614412
2. CONFERENCE WITH LABOR NEGOTIATOR
(Government Code Section 54957.6(a)) - Regarding Represented Employees City’s Designated Representative(s) for Negotiations: Edgar Cisneros, City Manager
Employee Organization: Police Officers Association (POA)

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 Minute(s) of the following City Council Meeting(s):

1-1 Regular City Council Meeting held Tuesday, August 16, 2016.

POLICE

2. Approve Acceptance of 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Police Department to accept funding provided through the Edward Byrne Memorial Justice Assistance Grant (JAG) program totaling \$30,440;
2. Designate the Chief of Police as the Authorized Grantee Official for the purpose of executing grant objectives and documentation; and
3. Appropriate the amount of \$30,440 in the City's FY 16-17 Budget for police equipment purchases as specified within this report.

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

3. Approve Resolutions Consenting to the City of Huntington Park's Inclusion of Three (3) Property Assessed Clean Energy (PACE) Programs

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2016-33, Consenting to the inclusion of properties within the territory of the City in the California Municipal Finance Authority (CMFA) Open PACE Programs; authorizing the acceptance of contractual assessment proceedings and levy contractual assessments within the territory of the City;
2. Adopt Resolution No. 2016-37, Approving Associate Membership by the City in the California Enterprise Development Authority (CEDA); authorizing and directing the execution of an associate membership agreement relating to associate membership of the City in the authority; authorizing the city to join the FigTree PACE Program; authorizing the CEDA to conduct contractual assessment proceedings and levy contractual assessments within the territory of the City;
3. Authorize the execution of the Associate Membership Agreement with CEDA;
4. Authorize the Indemnification Agreement outlining the indemnification FigTree provides to the City;
5. Adopt Resolution No. 2016-34, Authorizing the CHFA YGreeneWorks PACE Program to Finance Renewable Energy Improvements, Energy Efficiency and Water Conservation Improvements, and Electric Vehicle Charging Infrastructure;
6. Adopt Resolution No. 2016-36, authorize the California Home Finance Authority (CHFA) YGreeneWorks PACE Program to accept applications from property owners, conduct assessment proceedings and levy assessments within the City and authorizing related actions;
7. Authorize the City to become an Associate Member of Joint Powers Authority (JPA); and
8. Authorizing the City Manager, or designee thereof, to execute all documents and take any actions necessary and appropriate to carry out the resolutions.

REGULAR AGENDA (Continued)

COMMUNITY DEVELOPMENT (Continued)

- 4. Urgency Ordinance Establishing a Temporary Moratorium on the Establishment and Operation of Charter Schools within the city.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Urgency Ordinance No. 2016-949 to establish a temporary Moratorium on the establishment and operation of charter schools within the City.
- 5. Approve Resolution Opposing the Los Angeles County Metropolitan Transportation Authority (MTA) Expenditure Plan for the 2016 Proposed Ballot Measure**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Resolution opposing the Los Angeles County Metropolitan Transportation Authority (MTA) expenditure plan for the 2016 proposed ballot measure establish a temporary Moratorium on the establishment and operation of charter schools within the City.

FINANCE

- 6. Approve a First Amendment to the Agreement with Sunflower Systems for Provision of a Physical Inventory of the City's Capital Assets and Authorize Appropriation**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a First Amendment to the agreement with Sunflower Systems extending the term of the agreement to October 15, 2016;
2. Authorize the City Manager to execute such an agreement; and
3. Authorize the Finance Department to make the required appropriation.

PARKS & RECREATION

- 7. Authorization to Appropriate Funds from the Art in Public Places Budget to be Utilized for the Expenditure of the Holiday Tree Set Up & Break Down of Decorations**

REGULAR AGENDA ITEM 7 (continued)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the request to appropriate \$4,583.91 from the Art in Public Places Budget Account Number: 232-6010-419.73-10 to be utilized for the expenditure of set up and tear down of the holiday tree decorations for the City Hall Holiday Tree; and
 2. Authorize City staff to enter into a three (3) year agreement with Ambius to install, remove and store holiday decorations for 25 ft. outdoor tree at City Hall.
- 8. Resolution Approving the Application for Grant Funds to the California State Parks Habitat Conservation Fund (HCF) Program to Develop the Department of Water and Power (DWP) Lots to Increase Open Space, Provide Connectivity, and Increase Physical Activity Opportunities for the Community**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2016-38, Approving the application for grant funds to the California State Parks Habitat Conservation Fund (HCF) Program for the development of the Los Angeles Department of Water and Power (LA DWP) lots to increase the open space, provide connectivity, and increase physical activity options for the community; and
2. Authorize the Director of Parks and Recreation to execute and submit all related grant application documents.

POLICE

- 9. Approve Appropriation of Funds for the Completion of an Information Technology Project for the Police Department**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve budget appropriation of \$47,111.00 for account #229-7010-421.74-10 for the completion of an Information Technology Project for the Police Department.
- 10. Alcoholic Beverage Control (ABC) Grant**
- **DISCUSSION ONLY** -

PUBLIC WORKS

- 11. Approve First Amendment to Contract for Industrial/Commercial Facilities Control Program Including Inspections for Commercial/Industrial Illegal Connection and Discharges for Stormwater**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve first amendment of contract services for mandated industrial/commercial stormwater compliance to facilitate the contract term coinciding with the regulatory term; and
 2. Authorize the City Manager to execute the amendment.
- 12. Public Works Projects Update Including Pacific Blvd, Crosswalks and State Street**
- DISCUSSION ONLY -

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita

Council Member Karina Macias

Council Member Jhonny Pineda

Vice Mayor Marilyn Sanabria

Mayor Graciela Ortiz

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, September 20, 2016, at 6:00 P.M.

I Yesenia "Jessie" Gomez, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted within 72 hours at City of Huntington Park City Hall and made available at www.hpca.gov on the 1st of September 2016.



Yesenia "Jessie" Gomez, Jr. Deputy City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, August 16, 2016

Sergeant at Arms read the Rules of Decorum

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:01 p.m. on Tuesday, August 16, 2016, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

PRESENT: Council Member(s): Valentin Palos Amezcuita, Jhonny Pineda, Karina Macias, Vice Mayor Marilyn Sanabria and Mayor Graciela Ortiz. CITY OFFICIALS/STAFF: Edgar Cisneros City Manager; Arnold Alvarez-Glasman, City Attorney; Cosme Lozano, Chief of Police; Josette Espinosa, Director of Parks and Recreation; Jan Mazyck, Interim Finance Director; Manuel Acosta, Economic Development Manager; Michael Ackerman, Acting Public Works Director/City Engineer, Martha Castillo, Human Resources Director and Donna Schwartz, City Clerk.

INVOCATION

The invocation was led by Mayor Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Jazmin Chupina.

PRESENTATIONS AND ANNOUNCEMENTS

Council presented a "Certificate of Appreciation" to Jazmin Chupina for leading the Pledge of Allegiance.

Council presented a Proclamation to Avila's El Ranchito Celebrating their "50th Year Anniversary."

Mr. Frank Tamborello, Executive Director, Hunger Action LA, presented an update on the Hunger LA and Market Match Program.

Not in attendance - Brief overview of Senator Lara's "Young Senators Program" by Joseph Nunez, Young Senators Program Director, Office of Senator Ricardo Lara

PUBLIC COMMENT

1. Merlinda Gomez-Vargas, commented on Council not attending the American Cancer Society's "Relay for Life" event that had taken place in June.

Mayor Ortiz announced that four of the Council Members had attended a conference at that time and noted that they had participated in fundraising, donated baskets and participated in previous "Relay for Life" events. Ms. Ortiz also noted that City employees

were in attendance representing the City and that at her request volunteers were sent to help in the set-up and clean-up of the event.

2. Susana Martinez, parent of a student at Aspire Academy, spoke in opposition to the new start time at Aspire Academy and the extra traffic lane on Carmelita and the danger it imposes.
3. Ed Ramirez, commented on a parking citation he received, the process to pay, notices not being received and asked who he can speak to.

Mayor Ortiz directed the Chief of Police to follow-up with Mr. Ramirez's concerns.

4. Rodolfo Cruz, commented on a widow that was broken at his home, over grown trees in his neighborhood, trash in the City, taxes Seniors have to pay, debt, monies being distributed, spoke in opposition to Council, would like to see more police officers, noted gangs in the City and people not cleaning up after their dogs at the parks.
5. Guillermina Gonzalez, parent of a student at Aspire Academy voiced concern with the new start time at Aspire Academy and the hardship it has caused to the families, monies paid for crossing guards should go towards education, and asked Council to reconsider the start time.
6. Rocio Corona, parent of a student at Aspire Academy, commented on no security or traffic control at Aspire Academy and asked Council to reconsider the new start time.
7. Denise Robles, Executive Director, LA CAUSA Youth Build, spoke about the program they assist those who have not graduated from high school, provide vocational training and announced information sessions every Thursday at 1:30 p.m. at 5400 E. Olympic Blvd, Suite 100, Los Angeles, CA.
8. Cecilia Gallardo, parent of a student at Aspire Academy stated the new start time at Aspire Academy doesn't allow school to open an early morning program and asked Council to reconsider.
9. Miriam Torres, parent of a student at Aspire Academy spoke in regards to the new start time at Aspire Academy stating the time interferes with the time she is to be at work and asked Council to make the time flexible for those parents that work.

Mayor Ortiz asked for all those parents of students at Aspire Academy leave their phone number with Ms. Crum, if they have to leave the meeting early.

10. Sandra Orozco, thanked channel 52 for attending the meeting, announced she was nominated as Democrat Woman of the Year Assembly 63, spoke in opposition to Council attending the City of Maywood's council meeting, commented on federal laws being broken, acknowledged We the People Rising, commented on John Noquez, City Attorney and City Manager.

11. Francisco Rivera, thanked those who beautify Pacific Boulevard, commented on GPC no longer pressure washing and cleaning the bus stops, noted he picks up trash in the city, and avenues looking bad.
12. Vaughn Becht, commented on the word bureaucrat.
13. Robin Hvidston, We the People Rising and Remembrance Project, commented on the two commissioners and asked that they be removed, feels the two seats should go to citizens in the city, announced the Remembrance Project will be attending couple of hearings for citizens who were killed by an “illegal.”
14. Wes Parker, spoke in opposition to Council, commented on the Pledge of Allegiance, illegals, Constitution, sister cities, lack of law, commented on an agenda item regarding purchase of police vehicles, Mexican government, and people being killed by “illegals.”
15. Arthur Schaper, spoke in opposition to Council, commented on “illegals,” mentioned Efren Martinez, Senator Lara, the two immigrants and feels they shouldn’t be on the commissions, commented on marijuana, religious rights, immigration laws, and a letter to the District Attorney.
16. Janet West, addressed comments made by Macias at the last meeting regarding racism, noted the difficulty she has while using the head phones, asked that English be spoken, and noted she has helped the homeless and disabled that are Latinos.

At 7:08 p.m. Mayor Ortiz gave Arthur Schaper his 1st warning for being out of order.

17. Nick Ioannidis, commented on his life in Huntington Park and issues that have occurred, noted his accomplishments, Americanism and invited Council to come to his house to see his shrine.
18. Valentin Amezcuita, commented on previous City Council meeting regarding Dial-A-Ride contract, the process of approval, financial evaluation, challenges to the budget, noted he mentioned to City Manager if contract was given to Fiesta Taxi, he would have suggested a one year contract and base it on performance to make sure they perform, commented on racism and the word illegal.

STAFF RESPONSE

Mayor Ortiz announced to the parents of Aspire Academy to leave their information with Ms. Crum.

Mayor Ortiz asked Chief Lozano to respond to the parking issue at Aspire Academy and address the traffic meetings where herself, Principals, District Officials and Charter Officials who attended. Chief Lozano stated various issues regarding traffic and parking at Nimitz, HP Elementary and Aspire schools were presented by the surrounding residents. Chief Lozano stated City staff began to involve the community, school officials and various stake holders through various meetings. Out of these meetings

improvements were in engaged which included the staggered start times, which was based on agreements by the City, the schools and the residents. Mayor Ortiz also noted that the schools weren't meeting various conditions which was first presented to the Planning Commission. City Manager Cisneros explained the conditions to Aspire Academy were imposed by the Planning Commission and were done as a compromise with Aspire and if the current condition doesn't work out then staff can review and explore where things can be improved. Mayor Ortiz stated that all administrators from the three schools agreed that there would be police presence at the schools in the morning for safety reasons and suggested the parents or representative for the parents attend the meetings. Chief Lozano asked that the parents inform the police department when there are meetings and that the police department is more than happy to attend or if the parents want to call and schedule a meeting they are happy to accommodate.

Council Member Amezquita suggested earlier times.

Mayor Ortiz noted that Charter Schools set their own times. It was agreed upon by both the City and the schools. Chief explained the time that was set was entirely agreed upon by Aspire. Mayor Ortiz feels it is important for the parents to attend the meetings and that she would be attending the next meeting and encouraged her colleagues to attend.

Mayor Ortiz acknowledged LA CAUSA program.

Mayor Ortiz addressed Ms. Orozco's comment regarding attendance at the City of Maywood council meeting. Ms. Ortiz noted the event the City of Maywood is having and the concerns the residents of Huntington Park have with regard to traffic and blocking of the city's streets and if the City of Maywood isn't listening then she will address them during public comment to represent the residents of Huntington Park and asked Council Member Pineda to also address. Mr. Pineda reiterated the concerns and complaints by the Huntington Park residents regarding the traffic from the previous event and wants to ensure that the City of Maywood complies with the City of Huntington Parks procedures for the upcoming event.

CLOSED SESSION

At 7:25 p.m. City Attorney Alvarez-Glasman announced corrections to the titles of the closed session items and recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – ~~ANTICIPATED~~ EXISTING LITIGATION
Government Code Section 54956.9 (d)(2)(1)

Atenea Reyes v. City of Huntington Park
2. CONFERENCE WITH LEGAL COUNSEL – ~~ANTICIPATED~~ EXISTING LITIGATION (Government Code section 54956.9(d)(2) (1)) – One matter

(added) H.P. Tow Services v. City of Huntington Park

At 8:00 p.m. Mayor Ortiz reconvened to open session. All Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman announced Council discussed closed session items 1 and 2, stating for item 1) the item was settled unanimously by Council, direction was given to resolve the matter with in the direction provided, for item 2) Council unanimously agreed to authorize Special Counsel to review and prepare cross complaint naming all appropriate actions and cross defendants.

CONSENT CALENDAR

Council Member Macias pulled item 4 for discussion.

Motion: Council Member Macias motioned to approve consent calendar items 1-3, seconded by Vice Mayor Sanabria. Motion passed by the follow votes:

Item 1: Motion passed 4-1.
Item 2: Motion passed 5-0.
Item 3. Motion passed 5-0.

See below Roll Calls.

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):
1-1 Regular City Council Meeting held Tuesday, July 19, 2016.

ROLL CALL:

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

POLICE

2. Authorized the appropriation of funds to purchase and equip two (2) new 2017 Police Department police vehicles from the FORD MOTOR COMPANY, specifically South Bay Ford in Hawthorne, CA, authorized additional budget appropriation of \$94,970.60 from the Supplemental Frontline Law Enforcement Fund, Account 122-7010-421.74-10 and authorized the Chief of Police to purchase the vehicles and associated equipment.

ROLL CALL:

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

3. Authorized the appropriation of funds to purchase and install emergency response equipment for two (2) new police patrol vehicles, authorized additional budget appropriation of \$30,089.00 from the Police Forfeiture Fund, account #229-7010-421.74-10 and authorized the Chief of Police to purchase the vehicles and associated equipment.

ROLL CALL:

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

NOES: Council Member(s): None

4. **Resolution to Approve the Standard Agreement Between the Department of Alcoholic Beverage Control (ABC) Grant Assistance Program (GAP) and the City Huntington Park for Fiscal Year (FY) 2016-2017 ABC Grant Assistance Program Funding**

Pulled by Council Member Macias for discussion.

Vice Mayor Sanabria suggested more information be brought back to Council and for the public's knowledge.

Motion: Mayor Ortiz motioned to approve the Standard Agreement with the Department of Alcoholic Beverage Control (ABC) Grant Assistance Program, adopt Resolution No. 2016-32, Authorizing Chief of Police, Cosme Lozano to enter into an Agreement with the Department of Alcoholic Beverage Control and authorize the Finance Department to make payments to facilitate the successful completion of this project, seconded by Vice Mayor Sanabria. Motion passed by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

5. **Resolution Consenting to the Inclusion of Properties within the Territory of the City of Huntington Park (The "City") in the California Municipal Finance Authority (CMFA) Open Property Assessed Clean Energy (PACE) Program**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2016-33, related to the City's participation in the California Municipal Finance Authority ("CMFA") Open Property Assessed Clean Energy ("PACE") Program;
2. Authorizing the CMFA to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the City and authorizing related actions; and
3. Authorizing the Mayor or City Manager, or designee thereof, to execute all documents and take any actions necessary and appropriate to carry out the intent of this resolution.

City Manager Cisneros requested the item be continued to the next City Council meeting

Motion: Vice Mayor Sanabria motioned to continue item to the next City Council meeting, seconded by Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

6. Approve Expenditure of Funds for a Public Information Program through the Gateway Cities Council of Governments

City Manager Cisneros presented the item.

Motion: Mayor Ortiz motioned to approve the expenditure of \$15,000 from account number 219-0250-431.59-15 for a public information program through the Gateway Cities Council of Governments, seconded by Vice Mayor Sanabria. Motion passed by the following vote:

ROLL CALL:

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

FINANCE

7. 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 2016-2017

City Manager Cisneros introduced Interim Finance Director Mazyck who presented the

item.

Council Member Amezcua commented on his previous question on whether the City can say no.

At this time Vice Mayor Sanabria **Called for the Question**, seconded by Council Member Macias. Call for the Question passed 4-1 by the following vote:

ROLL CALL:

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

NOES: Council Member(s): Amezcua

Motion: Council Member Macias motioned to adopt Resolution No. 2016-35, Fixing the Rate of Taxes to Pay the Cost of the Public Employees Retirement System for the Fiscal Year 2016-2017 and Levying Taxes for Said Retirement System to the Fiscal Year Beginning July 1, 2016, seconded by Vice Mayor Sanabria. Motion passed 4-1, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): Amezcua

POLICE

8. **Approve Renewal of Agreement with Tritech for Annual Software Maintenance Services and Approve Payment for Service for a One-Month Period**

Chief of Police Lozano presented the item.

Motion: Council Member Macias motioned to approve renewal of agreement with Tritech for Software maintenance services, approve the payment for service for a one-month period not covered by the agreement and authorize Chief of Police to execute agreement, seconded by Council Member Pineda. Motion passed by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

PUBLIC WORKS

9. Approve Renewal and/or Amendment to Contract with Trimming Land Company (TLC) for Tree Maintenance Services

City Manager Cisneros presented the item.

Vice Mayor Sanabria recommended a three-year agreement instead of a four-year agreement.

Motion: Vice Mayor Sanabria motioned to approve a three-year agreement with Trimming Land Company (TLC) Tree Maintenance Services contract, authorize the City Manager to execute such agreement and authorize the Finance Department to make any necessary budgetary changes/adjustments, seconded by Council Member Macias. Motion passed by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

10. Approve Payment of Invoices to Computer Services Company for Traffic Signal Services Rendered in Fiscal Year (FY) 2015-2016

City Manager presented the item.

Motion by Council Member Macias motioned to approve payment of invoices to Computer Services Company totaling \$35,107.16 from account 221-8014-429.56-41 for FY 2015-16 for traffic signal services, seconded by Council Member Pineda. Motion passed by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita, commented on the marijuana ordinance, suggested industrial areas i.e. Slauson/Randolph be changed to mixed use which would be a huge benefit for the City and to encourage the marijuana applicants to find locations further north of Slauson and Randolph. Mr. Amezquita mentioned previously his

recommendation for rent control for those seniors on a fixed income while asking for support from his colleagues and feels something can be done at the local level. He commented on Freedom of Religion, bringing in a bigger hospital into the City, suggested another strategic plan meeting, thanked staff and wished those present a good night.

Council Member Karina Macias, thanked staff and police department for a successful National Night Out event, thanked staff for the beautification project on Pacific Boulevard, announced her attendance at the Friends of the Library event, reminded the public that the City did not get rid of the Dial-A-Ride program but improved the service and that there was a lot of good comments regarding the service, she addressed Council Member's Amezcuita's comment regarding staff's work and feels staff works hard for the City. Ms. Macias asked the Public Works Director Ackerman to provide Council with an update on the cross walks.

Council Member Jhonny Pineda, thanked staff for the successful National Night Out event, announced he met an organization that informs the youth regarding reckless driving and would like to put together an event in the City and asked for his colleagues support. Mr. Pineda announced the Huntington Park Fellows finished the program and encouraged staff to prepare projects to be completed during the program time. Mr. Pineda asked staff to bring back to Council an update on the Pacific Boulevard project.

Vice Mayor Marilyn Sanabria, addressed Council Member Amezcuita's comment regarding time spent on approving the marijuana licenses. She remarked this isn't true and noted her time has been spent on meeting and greeting residents, non-profits and other resources to bring into the City services for homelessness, thanked staff and the police department on a successful National Night Out event, she thanked Council Members Pineda, Macias and Mayor Ortiz for attending the event. Congratulated the Friends of the Library for their services and wished everyone a good night.

Mayor Graciela Ortiz, directed the City Manager to review resolution regarding Council comments and time allotted. Mayor Ortiz asked Parks and Recreation Director Espinosa the status of the girls softball sign ups and asked that the information be distributed to the schools, she thanked staff for a successful National Night Out event and for including the youth, acknowledged the Friends of the Library event, announced numerous compliments regarding the Dial-A-Ride services were received, wished all the students a happy new school year and wished everyone a good night.

ADJOURNMENT

At 8:48 p.m. Mayor Ortiz adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, September 6, 2016, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

September 6, 2016

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 ACCEPTANCE OF 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDING

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the Police Department to accept funding provided through the Edward Byrne Memorial Justice Assistance Grant (JAG) program totaling \$30,440;
2. Designate the Chief of Police as the Authorized Grantee Official for the purpose of executing grant objectives and documentation; and
3. Appropriate the amount of \$30,440 in the City's FY 16-17 Budget for police equipment purchases as specified within this report.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Huntington Park Police Department has been awarded funding from the 2016 Local Edward Byrne Memorial Justice Assistance Grant (JAG) program. The Police Department intends to utilize these 2016 JAG funds for the following:

1. Purchase equipment – A total of fifteen Taser® X26P brand Electronic Control Devices (ECD's) and related equipment, (batteries, cartridges, and holsters), at a cost not to exceed **\$20,000.00**. The ECD's will serve as replacement devices for ECD's that are beyond their recommended useful service life.
2. Purchase equipment – A total of six Powerheart brand Automated External Defibrillators (AED's) at a cost not to exceed **\$10,440.00**. The new devices will replace outdated and failing AED's.

The JAG funding will facilitate the purchase of force options equipment (ECD's/Tasers), for police officers to reduce significant or deadly police use of force incidents.

APPROVE ACCEPTANCE OF 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDING

September 6, 2016

Page 2 of 4

Additionally, the JAG funding will facilitate the purchase of AED's which are deployed in the field by police officers to increase the chances of survival for individuals who suffer cardiac arrest.

Respectively, the ECD and AED option increase the effectiveness of police officers in the field through reliable and modern life-saving equipment and reduces liability to the City and its police officers.

The 2016 Local Edward Byrne Memorial Justice Assistance Grant (JAG) is not a competitive grant process. As part of the Consolidated Appropriations Act of 2005, the 108th Congress merged the discretionary Edward Byrne Memorial Grant Program with the formula-based Local Law Enforcement Block Grant (LLEBG) program to establish the Edward Byrne Memorial Justice Assistance Grant (JAG) program. The Bureau of Justice Assistance (BJA) administers the JAG program, and the Bureau of Justice Statistics (BJS) calculates the JAG formula-based award amounts using specifications outlined in the legislation.

In determining local award allocations, the BJS considers the 3-year violent crime averages on which local awards are based. These crime averages are computed using data published by the FBI's Uniform Crime Reporting (UCR) Program. To be eligible, a jurisdiction must have provided to the UCR a count of the number of violent crimes known to law enforcement each year for a minimum of 3 years in the last 10 years. Jurisdictions that have not reported data for at least 3 of the last 10 years are excluded from the calculations and cannot receive an award.

Based on the factors used to determine the local allocations, Huntington Park is to receive an award of \$30,440. It should be noted, that allocations over recent years have been declining steadily.

FISCAL IMPACT/FINANCING

The JAG funds will support Huntington Park Police Department equipment and operational needs that may otherwise require use of the General Fund. No matching funds are required to receive the funds. JAG awards fund on a reimbursement basis. Agencies receiving JAG awards must spend funds to complete approved projects, and submit for the reimbursement once projects are completed.

On a cash flow basis, expenditures will impact the General Fund, since General Fund monies will be used to complete the approved projects. Therefore, it is important that the submission for reimbursement of funds be completed in a timely manner by the grant program administrator.

Staff is requesting the appropriation of \$30,440 in the City's FY 16-17 Budget to Account # 230-7010-421.74-10.

APPROVE ACCEPTANCE OF 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FUNDING

September 6, 2016

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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

While the BJA states applicants must document the JAG opportunity was made available to citizens for comment prior to application submission, past experience indicates BJA accepts this opportunity be provided after the grant application has been submitted. Moreover, our grant application reflects this opportunity is provided during the City Council meeting in which the item is presented for approval, with information posted in advance of the scheduled meeting.

CONCLUSION

Upon Council approval, the recommended actions will be implemented.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

A. Award Report



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 15, 2016

Chief Cosme Lozano
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Chief Lozano:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$30,440 for City of Huntington Park.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Melanie Davis, Program Manager at (202) 305-7944; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Denise O'Donnell".

Denise O'Donnell
Director

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

August 15, 2016

Chief Cosme Lozano
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Chief Lozano:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

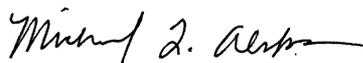
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255		4. AWARD NUMBER: 2016-DJ-BX-0238	
		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2019 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2019	
2a. GRANTEE IRS/VENDOR NO. 956000758		6. AWARD DATE 08/15/2016	7. ACTION Initial
2b. GRANTEE DUNS NO. 070657085		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE FY 16 JAG Program		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 30,440	
		11. TOTAL AWARD \$ 30,440	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
[REDACTED] AGENCY APPROVAL [REDACTED]		[REDACTED] GRANTEE ACCEPTANCE [REDACTED]	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Cosme Lozano Chief	
17. SIGNATURE OF APPROVING OFFICIAL <i>Denise O'Donnell</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
[REDACTED] AGENCY USE ONLY [REDACTED]			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. DIV. REG. SUB. POMS AMOUNT X B DJ 80 00 00 30440		21. RDJUGT0233	



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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Grant**

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PROJECT NUMBER 2016-DJ-BX-0238

AWARD DATE 08/15/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



U.S. Department of Justice
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**AWARD CONTINUATION
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PROJECT NUMBER 2016-DJ-BX-0238

AWARD DATE 08/15/2016

SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



U.S. Department of Justice
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**AWARD CONTINUATION
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PROJECT NUMBER 2016-DJ-BX-0238

AWARD DATE 08/15/2016

SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.



U.S. Department of Justice
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**AWARD CONTINUATION
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PROJECT NUMBER 2016-DJ-BX-0238

AWARD DATE 08/15/2016

SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



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SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



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SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

24. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.



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26. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
27. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
28. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
29. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
30. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
31. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
32. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
33. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.



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34. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
35. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

36. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.
37. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.



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38. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
39. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
40. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
41. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
42. Award recipients must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
43. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
44. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
45. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>



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46. The recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
47. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
48. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
49. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
50. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
 - a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
 - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
 - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
51. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review and public comment requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Huntington Park

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



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GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2016-DJ-BX-0238

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This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Melanie Davis
(202) 305-7944

2. PROJECT DIRECTOR (Name, address & telephone number)

Alfred Martinez
Lieutenant
6550 Miles
Huntington Park, CA 90255-4302
(323) 826-6649

3a. TITLE OF THE PROGRAM

2016 Edward Byrne Memorial Justice Assistance Grant Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

FY 16 JAG Program

5. NAME & ADDRESS OF GRANTEE

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2015 TO: 09/30/2019

8. BUDGET PERIOD

FROM: 10/01/2015 TO: 09/30/2019

9. AMOUNT OF AWARD

\$ 30,440

10. DATE OF AWARD

08/15/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

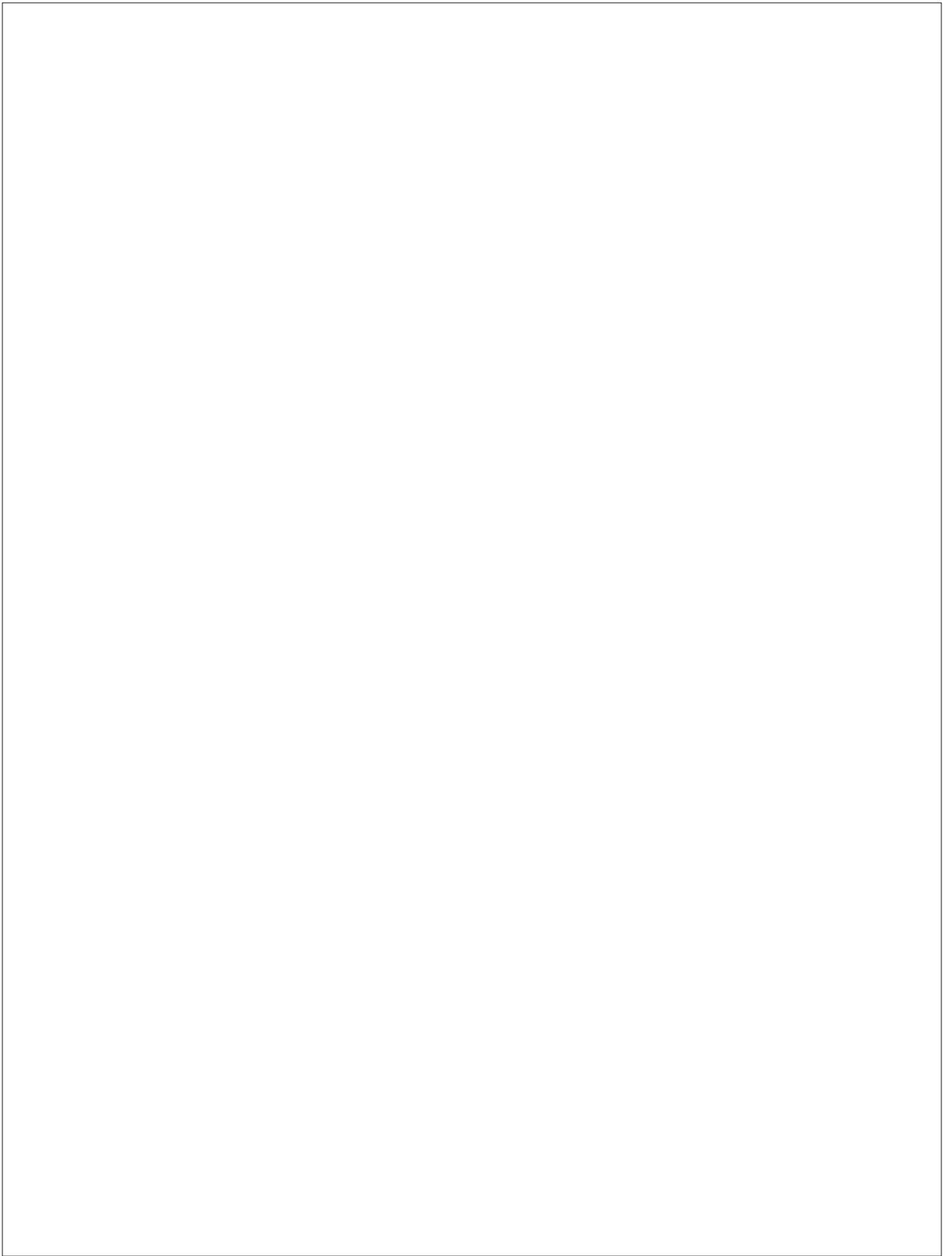
13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The Huntington Park Police Department will use their FY 2016 federal funds to purchase equipment. The objective of the Huntington Park Police Department is to keep Officers properly equipped and maintain a low number of incidents resulting in serious injuries. NCA/NCF





CITY OF HUNTINGTON PARK

Community Development
City Council Agenda Report

September 6, 2016

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 RESOLUTIONS CONSENTING TO THE CITY OF HUNTINGTON PARK'S INCLUSION OF THREE (3) PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2016-33, Consenting to the inclusion of properties within the territory of the City in the California Municipal Finance Authority (CMFA) Open PACE Programs; authorizing the acceptance of contractual assessment proceedings and levy contractual assessments within the territory of the City;
2. Adopt Resolution No. 2016-37, Approving Associate Membership by the City in the California Enterprise Development Authority (CEDA); authorizing and directing the execution of an associate membership agreement relating to associate membership of the City in the authority; authorizing the city to join the FigTree PACE Program; authorizing the CEDA to conduct contractual assessment proceedings and levy contractual assessments within the territory of the City;
3. Authorize the execution of the Associate Membership Agreement with CEDA;
4. Authorize the Indemnification Agreement outlining the indemnification FigTree provides to the City;
5. Adopt Resolution No. 2016-34, Authorizing the CHFA YGreeneWorks PACE Program to Finance Renewable Energy Improvements, Energy Efficiency and Water Conservation Improvements, and Electric Vehicle Charging Infrastructure;
6. Adopt Resolution No. 2016-36, Authorize the California Home Finance Authority (CHFA) YGreeneWorks PACE Program to accept applications from property owners, conduct assessment proceedings and levy assessments within the City and authorizing related actions;
7. Authorize the City to become an Associate Member of Joint Powers Authority (JPA); and

APPROVE RESOLUTIONS CONSENTING TO HUNTINGTON PARK'S INCLUSION OF THREE (3) PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS

September 6, 2016

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8. Authorizing the City Manager, or designee thereof, to execute all documents and take any actions necessary and appropriate to carry out the resolutions.

BACKGROUND

The PACE Program is an innovative way to finance energy efficiency, water efficiency, and renewable energy upgrades for residential and commercial buildings. Renewable energy, energy efficiency, and water conservation improvements help lower utility bills. Property owners who participate in the program repay the loans through a voluntary assessment collected together with their property taxes. Depending on the lender and the improvements, the term can range from five (5) years to thirty-nine (39) years. One of the most notable characteristics of the PACE program is that the loan is attached to the property rather than belonging to an individual. Therefore, when the owner sells the property, the loan may be paid off during the sale or stay with the property and be paid off by the new owner, who also benefits from the upgrades that were completed.

PACE financing enables individuals and businesses to defer the upfront costs of energy efficiency, water efficiency and renewable energy improvements. PACE loans are paid over a long period of time while energy costs are simultaneously lower, which typically provides the property owner with net savings. PACE overcomes challenges that have hindered adoption of energy efficiency and renewable energy measures for many property owners. PACE is operating in over 250 jurisdictions throughout the state, and nearly half a billion dollars in energy efficiency, water efficiency, and renewable projects have been funded.

By authorizing multiple providers to offer PACE financing in the City, property owners can shop for the best price and service through the availability of the PACE administrators. The Program Administrators handle all assessment administration, financing, and bond issuance and bond administration functions; no City staff support required.

FISCAL IMPACT/FINANCING

There is no fiscal impact to the City's general fund incurred by consenting to the inclusion of properties within the City limits with either of the PACE Program organizations.

Because this is not a City program, there will be no ongoing direct fiscal impact to the City.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City is not obligated to repay financing used to make improvements on the participating properties. The City will not incur any cost nor have involvement in the PACE Program. There are no administrative responsibilities, marketing obligations, or financial exposures to the City. The City will not be liable for any default by contractor and is relieved of any liability/obligation for any kind of errors/omissions from contractor. Authorizing the resolutions and JPA agreements does not preclude the City from

APPROVE RESOLUTIONS CONSENTING TO HUNTINGTON PARK'S INCLUSION OF THREE (3) PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS

September 6, 2016

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authorizing additional PACE Program providers. The PACE program allows for multiple PACE Program providers to operate within the City.

CONCLUSION

The proposed Resolutions authorize the CMFA Open PACE Program, YGreeneWorks, and FigTree PACE Program providers to accept applications from owners of property within the City for municipal financing of authorized improvements through the programs. The resolutions authorizes the programs to conduct assessment proceedings and levy assessments against the properties of participating owners within the incorporated territory of the City.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



MANUEL ACOSTA
Economic Development Manager

ATTACHMENT(S)

- A. Proposed CMFA Resolution No. 2016-33, Consenting to the inclusion of properties within the territory of the City in the California Municipal Finance Authority (CMFA) Open PACE Programs; authorizing the acceptance of contractual assessment proceedings and levy contractual assessments within the territory of the City
- B. Proposed FigTree Resolution No. 2016-37, Approving Associate Membership by the City in the California Enterprise Development Authority (CEDA); authorizing and directing the execution of an associate membership agreement relating to associate membership of the City in the authority; authorizing the city to join the FigTree PACE Program; authorizing the CEDA to conduct contractual assessment proceedings and levy contractual assessments within the territory of the City
- C. FigTree - Associate Membership Agreement with CEDA
- D. Proposed FigTree Resolution, Authorizing CEDA declaring intention to finance installation of distributed generation renewable energy sources, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements in the City – Exhibit A to Resolution 2016-37

**APPROVE RESOLUTIONS CONSENTING TO HUNTINGTON PARK'S INCLUSION
OF THREE (3) PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAMS**

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- F. Proposed YGreene Resolution No. 2016-34, Authorizing the CHFA YGreeneWorks PACE Program to Finance Renewable Energy Improvements, Energy Efficiency and Water Conservation Improvements, and Electric Vehicle Charging Infrastructure
- G. Proposed YGreene Resolution No. 2016-36, Authorize the California Home Finance Authority (CHFA) YGreeneWorks PACE Program to accept applications from property owners, conduct assessment proceedings and levy assessments within the City and authorizing related actions
- H. CHFA JPA Agreement and Acknowledgment - Exhibit A to Resolution 2016-36

ATTACHMENT "A"

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RESOLUTION NO. 2016-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CMFA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Municipal Finance Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Huntington Park (the "City"); and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CMFA Open PACE, consisting of CMFA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the "Programs"), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are Energy Efficient Equity, BlueFlame PACE Services and Structured Finance Associates, and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

1 **WHEREAS**, the territory within which assessments may be levied for the
2 Programs shall include all of the territory within the City's official boundaries; and

3 **WHEREAS**, the Authority will conduct all assessment proceedings under
4 Chapter 29 for the Programs and issue any bonds issued in connection with the
5 Programs; and

6 **WHEREAS**, the City will not be responsible for the conduct of any
7 assessment proceedings; the levy of assessments; any required remedial action in
8 the case of delinquencies in such assessment payments; or the issuance, sale,
9 administration repayment or guarantee of any bonds issued in connection with the
10 Programs;

11 **NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Huntington
12 Park as follows:

13 **SECTION 1.** This City Council hereby finds and declares that the foregoing
14 recitals are true and correct.

15 **SECTION 2.** This City Council hereby finds and declares that properties in
16 the territory of the City will benefit from the availability of the Programs within the
17 territory of the City and, pursuant thereto, the conduct of special assessment
18 proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to
19 finance or refinance Improvements.

20 **SECTION 3.** In connection with the Programs, the City hereby consents to
21 the conduct of special assessment proceedings by the Authority pursuant to Chapter
22 29 on any property within the territory of the City and the issuance of bonds to finance
23 or refinance Improvements; provided, that

24 (1) The Participating Property Owners, who shall be the legal owners of
25 such property, execute a contract pursuant to Chapter 29 and comply with
26 other applicable provisions of California law in order to accomplish the valid
27 levy of assessments; and

28 (2) The City will not be responsible for the conduct of any assessment
proceedings; the levy of assessments; any required remedial action in the
case of delinquencies in such assessment payments; or the issuance, sale,
administration, repayment or guarantee of any bonds issued in connection
with the Programs.

SECTION 4. The appropriate officials and staff of the City are hereby
authorized and directed to make applications for the Programs available to all
property owners who wish to finance or refinance Improvements; provided, that the
Authority shall be responsible for providing such applications and related materials at
its own expense. The following staff persons, together with any other staff persons
chosen by the Mayor or City Manager of the City from time to time, are hereby
designated as the contact persons for the Authority in connection with the
Programs:

 _ [specify name of position].

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SECTION 5. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

SECTION 6. The City Council hereby finds that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

SECTION 7. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Financial Advisor of the Authority at: California Municipal Finance Authority, 2111 Palomar Airport Road, Suite 320, Carlsbad, California 92011, Attn: Travis Cooper.

SECTION 8. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND APPROVED AND ADOPTED this 19th day of July 2016.

Graciela Ortiz, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

ATTACHMENT "B"

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RESOLUTION NO. 2016-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____, CALIFORNIA, APPROVING ASSOCIATE MEMBERSHIP BY THE CITY IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY; AUTHORIZING AND DIRECTING THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATING TO ASSOCIATE MEMBERSHIP OF THE CITY IN THE AUTHORITY; AUTHORIZING THE CITY TO JOIN THE FIGTREE PACE PROGRAM; AUTHORIZING THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY TO CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF _____; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the City of _____, California (the "City"), a municipal corporation, duly organized and existing under the Constitution and the laws of the State of California; and

WHEREAS, the City, upon authorization of the City Council, may pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "JPA Law") enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them; and

WHEREAS, the City and other public agencies wish to jointly participate in economic development financing programs for the benefit of businesses and nonprofit entities within their jurisdictions offered by membership in the California Enterprise Development Authority (the "CEDA") pursuant to an associate membership agreement and Joint Exercise of Powers Agreement Relating to the California Enterprise Development Authority (the "Agreement"); and

WHEREAS, under the JPA Law and the Agreement, CEDA is a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of CEDA will not be the debts, liabilities or obligations of the City or the other members of the Authority; and

WHEREAS, the form of Associate Membership Agreement (the "Associate Membership Agreement") between the City and CEDA is attached; and

WHEREAS, the City is willing to become an Associate Member of CEDA subject to the provisions of the Associate Membership Agreement.

WHEREAS, CEDA has adopted the Figtree Property Assessed Clean Energy (PACE) and Job Creation Program (the "Program" or "Figtree PACE"), to allow the financing of certain renewable energy, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29"), and the issuance of improvement bonds or other evidences of indebtedness (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments; and

1 **WHEREAS**, Chapter 29 provides that assessments may be levied under its
2 provisions only with the free and willing consent of the owner of each lot or parcel on
which an assessment is levied at the time the assessment is levied; and

3 **WHEREAS**, the City desires to allow the owners of property ("Participating
4 Parcel") within its jurisdiction ("Participating Property Owners") to participate in
Figtree PACE, and to allow CEDA to conduct assessment proceedings under
5 Chapter 29 and to issue Bonds under the 1915 Act to finance the Improvements;
and

6 **WHEREAS**, CEDA will conduct assessment proceedings under Chapter 29 to
7 establish an assessment district (the "District") and issue Bonds under the 1915 Act
to finance Improvements; and

8 **WHEREAS**, there has been presented to this meeting a proposed form of
9 Resolution of Intention to be adopted by CEDA in connection with such assessment
proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A; and

10 **WHEREAS**, said ROI sets forth the territory within which assessments may be
11 levied for Figtree PACE which territory shall be coterminous with the City's official
boundaries of record at the time of adoption of the ROI (the "Boundaries"); and

12 **WHEREAS**, pursuant to Chapter 29, the City authorizes CEDA to conduct
13 assessment proceedings, levy assessments, pursue remedies in the event of
delinquencies, and issue bonds or other forms of indebtedness to finance the
14 Improvements in connection with Figtree PACE; and

15 **WHEREAS**, to protect the City in connection with operation of the Figtree
16 PACE program, Figtree Energy Financing, the program administrator, has agreed to
defend and indemnify the City; and

17 **WHEREAS**, the City will not be responsible for the conduct of any assessment
18 proceedings, the levy of assessments, any required remedial action in the case of
delinquencies, the issuance, sale or administration of the bonds or other
indebtedness issued in connection with Figtree PACE.

19 **NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of
20 _____, hereby finds, determines and declares as follows:

21 **Section 1.** The City Council hereby specifically finds and declares that the
22 actions authorized hereby constitute public affairs of the City. The City Council
further finds that the statements, findings and determinations of the City set forth in
23 the preambles above are true and correct.

24 **Section 2.** The Associate Membership Agreement presented to this meeting
and on file with the City Clerk is hereby approved. The Mayor of the City, the City
25 Manager, the City Clerk and other officials of the City are each hereby authorized
and directed, for and on behalf of the City, to execute and deliver the Associate
26 Membership Agreement in substantially said form, with such changes therein as
such officer may require or approve, such approval to be conclusively evidenced by
the execution and delivery thereof.

27 **Section 3.** The officers and officials of the City are hereby authorized and
28 directed, jointly and severally, to do any and all things and to execute and deliver
any and all documents which they may deem necessary or advisable in order to
consummate, carry out, give effect to and comply with the terms and intent of this

1 resolution and the Associate Membership Agreement. All such actions heretofore
2 taken by such officers and officials are hereby confirmed, ratified and approved.

3 **Section 4. Good Standing.** The City is a municipal corporation and in good
4 standing.

5 **Section 5. Public Benefits.** On the date hereof, the City Council hereby
6 finds and determines that the Program and issuance of Bonds by CEDA in
7 connection with Figtree PACE will provide significant public benefits, including
8 without limitation, savings in effective interest rates, bond preparation, bond
9 underwriting and bond issuance costs and reductions in effective user charges
10 levied by water and electricity providers within the boundaries of the City.

11 **Section 6. Appointment of CEDA.** The City hereby appoints CEDA as its
12 representative to (i) record the assessment against the Participating Parcels, (ii)
13 administer the District in accordance with the Improvement Act of 1915 (Chapter 29
14 Part 1 of Division 10 of the California Streets and Highways Code (commencing with
15 Section 8500 et seq.) (the "Law"), (iii) prepare program guidelines for the operations
16 of the Program and (iv) proceed with any claims, proceedings or legal actions as
17 shall be necessary to collect past due assessments on the properties within the
18 District in accordance with the Law and Section 6509.6 of the California Government
19 Code. The City is not and will not be deemed to be an agent of Figtree or CEDA as
20 a result of this Resolution.

21 **Section 7. Assessment Proceedings.** In connection with Figtree PACE, the
22 City hereby consents to the special assessment proceedings by CEDA pursuant to
23 Chapter 29 on any property within the Boundaries and the issuance of Bonds under
24 the 1915 Act, provided that:

- 25 (1) Such proceedings are conducted pursuant to one or more Resolutions of
26 Intention in substantially the form of the ROI;
- 27 (2) The Participating Property Owners, who shall be the legal owners of such
28 property, voluntarily execute a contract pursuant to Chapter 29 and
29 comply with other applicable provisions of California law in order to
30 accomplish the valid levy of assessments; and
- 31 (3) The City will not be responsible for the conduct of any assessment
32 proceedings, the levy of assessments, any required remedial action in the
33 case of delinquencies in such assessment payments, or the issuance,
34 sale or administration of the Bonds in connection with Figtree PACE.

35 **Section 8. Program Report.** The City Council hereby acknowledges that
36 pursuant to the requirements of Chapter 29, CEDA has prepared and will update
37 from time to time the "Program Report" for Figtree PACE (the "Program Report") and
38 associated documents, and CEDA will undertake assessment proceedings and the
39 financing of Improvements as set forth in the Program Report.

40 **Section 9. Foreclosure.** The City Council hereby acknowledges that the
41 Law permits foreclosure in the event that there is a default in the payment of
42 assessments due on a property. The City Council hereby designates CEDA as its
43 representative to proceed with collection and foreclosure of the liens on the
44 defaulting properties within the District, including accelerated foreclosure pursuant to
45 the Program Report.

46 **Section 10. Indemnification.** The City Council acknowledges that Figtree
47 has provided the City with an indemnification agreement, as shown in Exhibit B, for

1 negligence or malfeasance of any type as a result of the acts or omissions of
2 Figtree, its officers, employees, subcontractors and agents. The City Council hereby
3 authorizes the appropriate officials and staff of the City to execute and deliver the
4 Indemnification Agreement to Figtree.

5 **Section 11. City Contact Designation.** The appropriate officials and staff of
6 the City are hereby authorized and directed to make applications for Figtree PACE
7 available to all property owners who wish to finance Improvements. The following
8 staff persons, together with any other staff designated by the City Manager from time
9 to time, are hereby designated as the contact persons for CEDA in connection with
10 Figtree PACE: [CONTACT NAME, TITLE, PHONE NUMBER, EMAIL ADDRESS].

11 **Section 12. CEQA.** The City Council hereby finds that adoption of this
12 Resolution is not a "project" under the California Environmental Quality Act
13 ("CEQA"), because the Resolution does not involve any commitment to a specific
14 project which may result in a potentially significant physical impact on the
15 environment, as contemplated by Title 14, California Code of Regulations, Section
16 15378(b)(4)).

17 **Section 13. Effective Date.** This Resolution shall take effect immediately
18 upon its adoption. The City Clerk is hereby authorized and directed to transmit a
19 certified copy of this resolution to Figtree Energy Financing.

20 **Section 14. Costs.** Services related to the formation and administration of
21 the assessment district will be provided by CEDA at no cost to the City.

22 **PASSED AND ADOPTED** this _____ day of _____, 2016.

23 _____
24 Mayor

25 ATTEST:

26 _____
27 City Clerk

ATTACHMENT "C"

ASSOCIATE MEMBERSHIP AGREEMENT

by and between the

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

and the

CITY OF _____, CALIFORNIA

THIS ASSOCIATE MEMBERSHIP AGREEMENT (this "Associate Membership Agreement"), dated as of _____ by and between CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (the "Authority") and the CITY OF _____, CALIFORNIA, a municipal corporation, duly organized and existing under the laws of the State of California (the "City");

WITNESSETH:

WHEREAS, the Cities of Selma, Lancaster and Eureka (individually, a "Member" and collectively, the "Members"), have entered into a Joint Powers Agreement, dated as of June 1, 2006 (the "Agreement"), establishing the Authority and prescribing its purposes and powers; and

WHEREAS, the Agreement designates the Executive Committee of the Board of Directors and the President of the California Association for Local Economic Development as the initial Board of Directors of the Authority; and

WHEREAS, the Authority has been formed for the purpose, among others, to assist for profit and nonprofit corporations and other entities to obtain financing for projects and purposes serving the public interest; and

WHEREAS, the Agreement permits any other local agency in the State of California to join the Authority as an associate member (an "Associate Member"); and

WHEREAS, the City desires to become an Associate Member of the Authority;

WHEREAS, City Council of the City has adopted a resolution approving the Associate Membership Agreement and the execution and delivery thereof;

WHEREAS, the Board of Directors of the Authority has determined that the City should become an Associate Member of the Authority;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Authority and the City do hereby agree as follows:

Section 1. Associate Member Status. The City is hereby made an Associate Member of the Authority for all purposes of the Agreement and the Bylaws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the City and the Authority, the City shall be and remain an Associate Member of the Authority.

Section 2. Restrictions and Rights of Associate Members. The City shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of Directors or by the Voting Members of the Authority. In addition, no officer, employee or representative of the City shall have any right to become an officer or director of the Authority by virtue of the City being an Associate Member of the Authority.

Section 3. Effect of Prior Authority Actions. The City hereby agrees to be subject to and bound by all actions previously taken by the Members and the Board of Directors of the Authority to the same extent as the Members of the Authority are subject to and bound by such actions.

Section 4. No Obligations of Associate Members. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the City.

Section 5. Execution of the Agreement. Execution of this Associate Membership Agreement and the Agreement shall satisfy the requirements of the Agreement and Article XII of the Bylaws of the Authority for participation by the City in all programs and other undertakings of the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year first set forth above.

**CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY**

By: _____
Gurbax Sahota, Chair
Board of Directors

Attest:

Helen Schaubmayer, Asst. Secretary

CITY OF _____, CALIFORNIA

By: _____
_____, Mayor
City Council

Attest:

City Clerk

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

ACKNOWLEDGING RECEIPT OF THE CALIFORNIA HOME FINANCE AUTHORITY
AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

CITY OF HUNTINGTON PARK

By: _____
Mayor

Dated: _____

Attest:

By _____
City Clerk

ATTACHMENT "D"

**RESOLUTION OF THE CALIFORNIA ENTERPRISE DEVELOPMENT
AUTHORITY DECLARING INTENTION TO FINANCE INSTALLATION OF
DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY
EFFICIENCY, SEISMIC RETROFITS, ELECTRIC VEHICLE CHARGING
INFRASTRUCTURE, AND WATER EFFICIENCY IMPROVEMENTS IN THE
CITY OF _____**

WHEREAS, the California Enterprise Development Authority (“CEDA”) is a joint powers authority authorized and existing pursuant to Joint Powers Act (Government Code Section 6500 et seq.) and that certain Joint Exercise of Powers Agreement (the “Agreement”) dated as of June 1, 2006, by and among the cities of Eureka, Lancaster and Selma; and

WHEREAS, CEDA is authorized under the Agreement and Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California and in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (“Chapter 29”) to authorize assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements that are permanently fixed to real property (“Authorized Improvements”); and

WHEREAS, CEDA has obtained authorization from the County _____ (the “City”) to enter into contractual assessments for the financing of the installation of Authorized Improvements in the City; and

WHEREAS, CEDA desires to declare its intention to establish a Figtree PACE program (“Figtree PACE”) in the City, pursuant to which CEDA, subject to certain conditions set forth herein, would enter into contractual assessments to finance the installation of Authorized Improvements in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1. Findings. The Board of Directors hereby finds and determines the following:

- (a) The above recitals are true and correct and are incorporated herein by this reference.
- (b) Energy and water conservation efforts, including the promotion of Authorized Improvements to residential, commercial, industrial, or other real property, are necessary to address the issue of global climate change and the reduction of greenhouse gas emissions in the City.
- (c) The upfront cost of making residential, commercial, industrial, or other real property more energy and water efficient, along with the fact that most commercial loans for that purpose are due on the sale of the property, prevents many property owners from installing Authorized Improvements.

- (d) A public purpose will be served by establishing a contractual assessment program, to be known as Figtree PACE, pursuant to which CEDA will finance the installation of Authorized Improvements to residential, commercial, industrial, or other real property in the City.

Section 2. Determination of Public Interest. The Board of Directors hereby determines that (a) it would be convenient, advantageous, and in the public interest to designate an area, which shall encompass the entire geographic territory within the boundaries of the City, within which CEDA and property owners within the City may enter into contractual assessments to finance the installation of Authorized Improvements pursuant to Chapter 29 and (b) it is in the public interest for CEDA to finance the installation of Authorized Improvements in the County pursuant to Chapter 29.

Section 3. Identification of Authorized Improvements. CEDA hereby declares its intention to make contractual assessment financing available to property owners to finance installation of Authorized Improvements, including but not limited to those improvements detailed in the Report described in Section 8 hereof (the "Report"), as that Report may be amended from time to time.

Section 4. Identification of Boundaries. Contractual assessments may be entered into by property owners located within the entire geographic territory of the City including unincorporated territory within City Boundaries. A property owner located within a City within the City may enter into contractual assessments with CEDA only after such City has adopted a resolution to authorize participation in the PACE Program.

Section 5. Proposed Financing Arrangements. Under Chapter 29, CEDA may issue bonds, notes or other forms of indebtedness (the "Bonds") pursuant to Chapter 29 that are payable by contractual assessments. Division 10 (commencing with Section 8500) of the Streets & Highways Code of the State (the "Improvement Bond Act of 1915") shall apply to any indebtedness issued pursuant to Chapter 29, insofar as the Improvement Bond Act of 1915 is not in conflict with Chapter 29. The creditworthiness of a property owner to participate in the financing of Authorized Improvements will be based on the criteria developed by Figtree Energy Financing (the "Program Administrator") upon consultation with Figtree PACE Program underwriters or other financial representatives, CEDA general counsel and bond counsel, and as shall be approved by the Board of Directors of CEDA. In connection with indebtedness issued under the Improvement Bond Act of 1915 that are payable from contractual assessments, serial and/or term improvement bonds or other indebtedness shall be issued in such series and shall mature in such principal amounts and at such times (not to exceed 20 years from the second day of September next following their date) and at such rate or rates of interest (not to exceed the maximum rate permitted by applicable law) as shall be determined by the Board of Directors at the time of the issuance and sale of the indebtedness. The provisions of Part 11.1 of the Improvement Bond Act of 1915 shall apply to the calling of the bonds. It is the intention of the Board of Directors to create a special reserve fund for the bonds under Part 16 of the Improvement Bond Act of 1915. Neither CEDA, nor any of its members participating in the Figtree PACE Program, shall advance available surplus funds from its treasury to cure any

deficiency in the redemption fund to be created with respect to the indebtedness; provided, however, that this determination shall not prevent CEDA or any of its members from, in their sole discretion, so advancing funds. The Bonds may be refunded under Division 11.5 of the California Streets and Highways Code or other applicable laws permitting refunding, upon the conditions specified by and upon determination of CEDA.

CEDA hereby authorizes the Program Administrator, upon consultation with CEDA general counsel, bond counsel and the Figtree PACE underwriter, to commence preparation of documents and take necessary steps to prepare for the issuance of bonds, notes or other forms of indebtedness as authorized by Chapter 29.

In connection with the issuance of bonds payable from contractual assessments, CEDA expects to obligate itself, through a covenant with the owners of the bonds, to exercise its foreclosure rights with respect to delinquent contractual assessment installments under specified circumstances.

Section 6. Public Hearing. Pursuant to the Act, CEDA hereby orders that a public hearing be held before CEDA Board (the "Board"), at 550 Bercut Drive, Suite G, Sacramento, CA 95811, on _____, _____, at _____ A_, for the purposes of allowing interested persons to object to, or inquire about, the proposed Figtree PACE Program. The public hearing may be continued from time to time as determined by the Board for a time not exceeding a total of 180 days.

At the time of the hearing, the Report described in Section 8 hereof shall be summarized, and the Board shall afford all persons who are present an opportunity to comment upon, object to, or present evidence with regard to the proposed Figtree PACE Program, the extent of the area proposed to be included within the boundaries of the assessment district, the terms and conditions of the draft assessment contract described in Section 8 hereof (the "Contract"), or the proposed financing provisions. Following the public hearing, CEDA may adopt a resolution confirming the Report (the "Resolution Confirming Report") or may direct the Report's modification in any respect, or may abandon the proceedings.

The Board hereby orders the publication of a notice of public hearing once a week for two successive weeks. Two publications in a newspaper published once a week or more often, with at least five days intervening between the respective publication dates not counting such publication dates are sufficient. The period of notice will commence upon the first day of publication and terminate at the end of the fourteenth day. The first publication shall occur not later than 20 days before the date of the public hearing.

Section 7. Notice to Water and Electric Providers. Pursuant to Section 5898.24 of the Streets & Highways Code, written notice of the proposed contractual assessment program within the City to all water and electric providers within the boundaries of the City has been provided.

Section 8. Report. The Board hereby directs the Program Administrator to prepare the Report and file said Report with the Board at or before the time of the public hearing described in Section 6 hereof containing all of the following:

- (a) A map showing the boundaries of the territory within which contractual assessments are proposed to be offered, as set forth in Section 4 hereof.
- (b) A draft contractual assessment contract (the "Contract") specifying the terms and conditions of the agreement between CEDA and a property owner.
- (c) A statement of CEDA's policies concerning contractual assessments including all of the following:
 - (1) Identification of types of Authorized Improvements that may be financed through the use of contractual assessments.
 - (2) Identification of the CEDA official authorized to enter into contractual assessments on behalf of CEDA.
 - (3) A maximum aggregate dollar amount of contractual assessments.
 - (4) A method for setting requests from property owners for financing through contractual assessments in priority order in the event that requests appear likely to exceed the authorization amount.
- (d) A plan for raising a capital amount required to pay for work performed in connection with contractual assessments. The plan may include the sale of a bond or bonds or other financing relationship pursuant to Section 5898.28 of Chapter 29. The plan (i) shall include a statement of, or method for determining, the interest rate and time period during which contracting property owners would pay any assessment, (ii) shall provide for any reserve fund or funds, and (iii) shall provide for the apportionment of all or any portion of the costs incidental to financing, administration and collection of the contractual assessment program among the consenting property owners and CEDA.

A report on the results of the discussions with the County Auditor-Controller described in Section 10 hereof, concerning the additional fees, if any, that will be charged to CEDA for inclusion of the proposed contractual assessments on the general property tax roll of the City, and a plan for financing the payment of those fees.

Section 9. Nature of Assessments. Assessments levied pursuant to Chapter 29, and the interest and any penalties thereon, will constitute a lien against the lots and parcels of land on which they are made, until they are paid. Unless otherwise directed by CEDA, the assessments shall be collected in the same manner and at the same time as the general taxes of the City on real property are payable, and subject to the same penalties and remedies and lien priorities in the event of delinquency and default.

Section 10. Consultations with County Auditor-Controller. CEDA hereby directs the Program Administrator to enter into discussions with the County Auditor-Controller in order to reach agreement on what additional fees, if any, will be charged to CEDA for incorporating the proposed contractual assessments into the assessments of the general taxes of the County on real property.

Section 11. Preparation of Current Roll of Assessment. Pursuant to Section

5898.24(c), CEDA hereby designates the Program Administrator as the responsible party for annually preparing the current roll of assessment obligations by assessor's parcel number on property subject to a voluntary contractual assessment.

Section 12. Procedures for Responding to Inquiries. The Program Administrator shall establish procedures to promptly respond to inquiries concerning current and future estimated liability for a voluntary contractual assessment.

Section 13. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 201_.

CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY

By: _____
Gurbax Sahota, Chair

ATTEST:

Helen Schaubmayer, Assistant Secretary

ATTACHMENT "E"

INDEMNIFICATION AGREEMENT

BY AND BETWEEN

THE _____ AND

FIGTREE COMPANY, INC.

This Indemnification Agreement (the “Agreement”) is entered into by and between the _____, a municipal corporation or political subdivision, duly organized and existing under the laws of the State of California (the “City”) and Figtree Company, Inc., a California corporation, the administrator of the Figtree Property Assessed Clean Energy and Job Creation Program (the “Administrator”), which is a program of the California Enterprise Development Authority, a California joint exercise of powers authority (the “Authority”).

RECITALS

WHEREAS, the Authority is a joint exercise of powers authority whose members include the City in addition to other cities and counties in the State of California; and

WHEREAS, the Authority established the Figtree Property Assessed Clean Energy and Job Creation Program (the “Figtree PACE Program”) to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code (“Chapter 29”) and the issuance of improvement bonds, or other forms of indebtedness, under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

WHEREAS, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the City; and

WHEREAS, the legislative body of the City adopted or will adopt a resolution authorizing the City to join the Figtree PACE Program; and

WHEREAS, the City will not be responsible for the formation, operation and administration of the Figtree PACE Program as well as the sale and issuance of any bonds or other forms of indebtedness in connection therewith, including the conducting of assessment proceedings, the levy and collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and administration of any bonds issued by the Authority on behalf of the Figtree PACE Program; and

WHEREAS, the Administrator is the administrator of the Figtree PACE Program and agrees to indemnify the City in connection with the operations of the Figtree PACE Program as set forth herein;

NOW, THEREFORE, in consideration of the above premises and of the City's agreement to join the Figtree PACE Program, the parties agree as follows:

1. Indemnification. Figtree has provided the CEDA with an indemnification for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents, arising from or related to the Figtree PACE Program, the assessments, the assessment districts, the improvements or the financing and marketing thereof. Figtree agrees to defend, indemnify and hold harmless the City, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury or damage due to negligence or malfeasance of any type claims as a result of the acts or omissions of Figtree, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Figtree.

2. Amendment/Interpretation of this Agreement. This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

3. Section Headings. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

4. Waiver. No waiver of any of the provisions of this Agreement shall be binding unless in the form of writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

5. Severability and Governing Law. If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

6. Notices. All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator

Figtree Company, Inc.
9915 Mira Mesa Blvd., Suite 130
San Diego, California 92131
Attn: Chief Executive Officer

If to the City:

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

8. **Effective Date.** This Agreement will be effective as of the date of the signature of City's representative as indicated below in the signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.

APPROVED AS TO FORM:

City Attorney

Public Entity Name

By _____

Name:

Title:

Date: _____

Figtree Company, Inc., a California corp.

By _____

Name: Mahesh Shah

Title: CEO

Date: _____

ATTACHMENT "F"

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RESOLUTION NO. 2016-34

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK, CALIFORNIA, CONSENTING TO
INCLUSION OF PROPERTIES WITHIN THE CITY'S
JURISDICTION IN THE CALIFORNIA HOME FINANCE
AUTHORITY AB 811 PACE PROGRAM TO FINANCE
RENEWABLE ENERGY GENERATION, ENERGY AND
WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC
VEHICLE CHARGING INFRASTRUCTURE ("AB 811 PACE
PROGRAM RESOLUTION")

WHEREAS, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Huntington Park (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act and the Authority JPA, originally made and entered into July 1, 1993, as amended to date; and

WHEREAS, the City has, through the adoption of a companion resolution at this meeting, become an Associate Member of the JPA so that the City may participate in the programs of the JPA and assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

ATTACHMENT "G"

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RESOLUTION NO. 2016-36

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO ("SB 555 PACE PROGRAM RESOLUTION")

WHEREAS, the California Home Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and

WHEREAS, the City of Huntington Park is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

1 **WHEREAS**, the City wishes to provide innovative solutions to its property
2 owners to achieve energy efficiency and water conservation and in doing so
3 cooperate with Authority in order to efficiently and economically assist property
owners the City in financing such Authorized Improvements; and

4 **WHEREAS**, the Authority has established the District, as permitted by the Act
5 and the Authority JPA, originally made and entered into July 1, 1993, as amended to
6 date; and

7 **WHEREAS**, the City, desires to become an Associate Member of the JPA by
8 execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto,
9 so that the City may participate in the programs of the JPA and assist property
owners within the incorporated area of the City in financing the cost of installing
Authorized Improvements; and

10 **WHEREAS**, the City will not be responsible for the conduct of any special tax
11 proceedings; the levy and collection of special taxes or any required remedial action
12 in the case of delinquencies in the payment of any special taxes in connection with
the District.

13 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON
14 PARK HEREBY DETERMINES, FINDS, AND RESOLVES AS FOLLOWS:**

15 **SECTION 1.** This City Council of the City of Huntington Park, California, finds
16 and declares that properties in the City's incorporated area will be benefited by the
availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the
installation of the Authorized Improvements.

17 **SECTION 2.** This City Council consents to inclusion in the Authority CFD No.
18 2014-1 (Clean Energy) of all of the properties in the incorporated area within the
19 City and to the Authorized Improvements, upon the request of and execution of the
20 Unanimous Approval Agreement by the owners of such properties when such
21 properties are annexed, in compliance with the laws, rules and regulations
applicable to such program; and to the assumption of jurisdiction thereover by
Authority for the purposes thereof.

22 **SECTION 3.** The consent of this City Council constitutes assent to the
23 assumption of jurisdiction by Authority for all purposes of the Authority CFD No.
24 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions
imposed in this resolution, to take each and every step required for or suitable for
financing the Authorized Improvements.

25 **SECTION 4.** This City Council hereby approves joining the JPA as an
26 Associate Member and authorizes the execution by the City Manager of any
27 necessary documents to effectuate such membership.

28 **SECTION 5.** City staff is authorized and directed to coordinate with Authority
staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within

1 the City, and report back periodically to this City Council on the success of such
2 program.

3 **SECTION 6.** The Mayor shall sign this Resolution and the City Clerk shall
4 attest thereto, and this Resolution shall take effect and be in force on the date of its
5 adoption.

6 **SECTION 7.** The City Clerk shall certify to the adoption of this Resolution.

7 **PASSED, APPROVED AND ADOPTED** this 16th day of August 2016.

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9 _____
Graciela Ortiz, Mayor

10 ATTEST:

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14 Donna G. Schwartz, CMC
15 City Clerk
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ATTACHMENT "H"

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve ex officio as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. Construction. The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. Approvals. Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. Jurisdiction; Venue. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. Integration. This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. Severability. Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

Dated: _____

By: _____

Name: _____

Title: _____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

September 6, 2016

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:

URGENCY ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT AND OPERATION OF CHARTER SCHOOLS WITHIN THE CITY.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Urgency Ordinance No. 2016-949 to establish a temporary moratorium on the establishment and operation of charter schools within the City.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Recently, the Community Development Department has received a proliferation of inquiries and requests for the establishment and operation of charter schools. While charter schools provide a notable function to our City, they can also impact the public's health, safety, and welfare by creating impacts on parking, vehicle circulation, and noise on-site and within the surrounding vicinity. Certain locations within the City have already experienced adverse impacts due to charter schools.

The requested urgency ordinance will allow City staff sufficient time to review the current provisions in the Huntington Park Municipal Code (HPMC) and determine whether they are adequate to ensure that future charter schools, and the expansion or relocation of existing charter schools, will be located and regulated in a manner that protects the public from impacts and satisfies the policies, goals and objectives of the General Plan. Presently, the HPMC does not have development standards specifically for charter schools. Having development standards helps regulate and control impacts associated or implicated by certain uses.

URGENCY ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT AND OPERATION OF CHARTER SCHOOLS WITHIN THE CITY

September 6, 2016

Page 2 of 3

If the proposed urgency ordinance is approved, City staff may consider amending the HPMC to ensure sufficient protection to the community from adverse impacts emanating from charter schools. Possible amendments to the HPMC include, but are not limited to:

- Establishing a distance requirement to other schools and sensitive receptors.
- A new off-street parking calculation for the amount of required parking.
- Limiting the zoning districts in which charter schools are conditionally permitted.

FINDINGS

This proposed urgency ordinance is an interim ordinance adopted as an urgency measure pursuant to Government Code Section 65858 for the immediate preservation of the public health, safety, and welfare. This ordinance is necessary based on the following findings:

- A. The City has received numerous inquiries and requests for the establishment and operation of charter schools within the City that may be incompatible with current land uses and the General Plan.
- B. The City's Municipal Code does not have development standards specifically for charter schools. Having developments standards helps regulate and control adverse impacts associated or implicated by certain uses.
- C. Certain locations within the City have already experienced adverse impacts due to charters schools. Communities within the vicinity of charter schools have experienced impacts to vehicle circulation, parking, and noise.
- D. Under the existing regulations, as applications for approval or issuance of licenses, permits or other entitlements for the establishment, construction, and development of charter schools submitted to the City, there is no determination whether the locations and regulation of such uses are consistent with the purpose and intent of the City's Zoning Ordinance, which may undermine public health, safety, and welfare.
- E. Due to the City's changed characteristics, the existing zoning regulations do not adequately regulate the establishment, construction, and development of charter schools in a manner that will ensure compatibility with other land uses and the establishment, construction, and development of charter schools may threaten the public health, safety, and welfare.
- F. To ensure the City's Municipal Code is consistent with the goals, policies and standards of the General Plan and the goals of the City Council to protect the public health, safety, and welfare, the City will take steps to study the effect of charter schools and further study the adequacy of the existing Zoning Ordinance, and if

URGENCY ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT AND OPERATION OF CHARTER SCHOOLS WITHIN THE CITY

September 6, 2016

Page 3 of 3

necessary, develop appropriate land use regulations which may include updating its municipal code and zoning ordinance.

- G. There is a current and immediate threat to the public health, safety, and welfare based on the above findings, and upon that basis an urgency ordinance seeking a moratorium on the establishment and operation of charter schools is warranted to protect the public against potential negative health, safety, and welfare impacts and to address potential deficiencies in the Zoning Ordinance associated with charter schools.

FISCAL IMPACT/FINANCING

The proposed moratorium would not have any direct impact to the General Fund aside from a potentially positive economic impact if the City acts to protect the scarce supply of its commercial properties from non-tax generating uses such as Charter Schools.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code Section 65858, the City may establish a moratorium prohibiting any use that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body is considering or studying or intends to study within a reasonable time. That urgency measure shall require a four-fifths vote of the legislative body for adoption. The interim ordinance shall be of no further force and effect 45 days from its date of adoption. After notice, pursuant to Section 65090 and public hearing, the legislative body may extend the interim ordinance for 10 months and 15 days and subsequently extend the interim ordinance for one year. Any extension shall also require a four-fifths vote for adoption. Not more than two extensions may be adopted.

CONCLUSION

Pursuant to Section 65858 of the California Government Code, this Ordinance will become effective immediately upon passage if adopted by at least a four-fifths vote of the City Council, and shall be in effect for forty-five (45) days from the date of adoption unless extended by the City Council.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager

ATTACHMENT

A: Urgency Ordinance No. 2016-949

1 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON**
2 **PARK DOES HEREBY ORDAIN AS FOLLOWS:**

3 **SECTION 1:**

4 A. Moratorium. The establishment and operation of charter schools is prohibited City-wide and
5 there shall be no approval or issuance of licenses, permits or other entitlements for the establishment,
6 construction, and development of charter schools to any person, partnership, corporation, or other entity
7 or association.

8 B. Term. Except as extended by Government Code Section 65858, this moratorium shall last until
9 a detailed study may be made and the zoning and public hearing process pertaining to those matters is
10 completed, or until forty-five (45) days from the date of adoption of this ordinance, whichever occurs
11 sooner.

12 C. Exemptions. The provisions of this Ordinance shall not apply to applications that City staff has
13 deemed completed before the effective date of this Ordinance.

14 **SECTION 2:**

15 Written Report. Ten (10) days prior to the expiration of this Ordinance, or any extension thereof, the
16 City Council shall issue a written report describing the measures which the City has taken to address
17 the conditions which led to the adoption of this Ordinance.

18 **SECTION 3:**

19 CEQA. The City Council on the basis of the whole record and exercising independent judgment finds
20 that the proposed action is considered to be exempt from the provisions of the California
21 Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that
22 the proposed action consists of the adoption of a zoning moratorium ordinance which does not have the
23 potential for causing a significant effect on the environment.

24 **SECTION 4:**

25 Severability. If any section, subsection, sentence clause or phrase or word of this Ordinance is for any
26 reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or
27 preempted by state legislation such decision or legislation shall not affect the validity of the remaining
28 portions of this Ordinance. The City Council of the City of Huntington Park hereby declares that it

1 would have passed this Ordinance and each and every section, subsection, sentence clause or phrase or
2 word not declared invalid or unconstitutional without regard to any such decision or preemptive
3 legislation.

4 **SECTION 5:**

5 Effective Date. This Urgency Ordinance shall become effective immediately upon adoption if adopted
6 by at least four-fifths vote of the City Council and shall be in effect for forty-five (45) days from the
7 date of adoption unless extended by the City Council as provided for in Section 65858 of the
8 Government Code.

9 **SECTION 6:**

10 Findings. This Ordinance is an interim ordinance adopted as an urgency measure pursuant to
11 Government Code Section 65858 for the immediate preservation of the public health, safety, and
12 welfare. This Ordinance is necessary based on the following findings:

13 A. The City has received numerous inquiries and requests for the establishment and operation of
14 charter schools within the City that may be incompatible with current land uses and the General Plan.

15 B. The City's Municipal Code does not have development standards specifically for charter schools.
16 Having developments standards helps regulate and control adverse impacts associated or implicated by
17 certain uses.

18 C. Certain locations within the City have already experienced adverse impacts due to charters schools.
19 Communities within the vicinity of charter schools have experienced impacts to vehicle circulation,
20 parking, and noise.

21 D. Under the existing regulations, as applications for approval or issuance of licenses, permits or other
22 entitlements for the establishment, construction, and development of charter schools submitted to the
23 City, there is no determination whether the locations and regulation of such uses are consistent with the
24 purpose and intent of the City's Zoning Ordinance, which may undermine public health, safety, and
25 welfare.

26 E. Due to the City's changed characteristics, the existing zoning regulations do not adequately regulate
27 the establishment, construction, and development of charter schools in a manner that will ensure
28 compatibility with other land uses and the establishment, construction, and development of charter

1 schools may threaten the public health, safety, and welfare.

2 F. To ensure the City's Municipal Code is consistent with the goals, policies and standards of the
3 General Plan and the goals of the City Council to protect the public health, safety, and welfare, the City
4 will take steps to study the effect of charter schools and further study the adequacy of the existing
5 Zoning Ordinance, and if necessary, develop appropriate land use regulations which may include
6 updating its municipal code and zoning ordinance.

7 G. There is a current and immediate threat to the public health, safety, and welfare based on the above
8 findings, and upon that basis an urgency ordinance seeking a moratorium on the establishment and
9 operation of charter schools is warranted to protect the public against potential negative health, safety,
10 and welfare impacts and to address potential deficiencies in the Zoning Ordinance associated with
11 charter schools.

12 **SECTION 7:** The City Clerk shall certify to the passage of this Ordinance and shall cause the
13 same to be published in the manner prescribed by law.

14 **PASSED, APPROVED AND ADOPTED** this ___ day of _____, 2016.

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Graciela Ortiz, Mayor

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Donna Schwartz, City Clerk

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CITY OF HUNTINGTON PARK

Community Development
City Council Agenda Report

September 6, 2016

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 OPPOSING THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (MTA) EXPENDITURE PLAN FOR THE 2016 PROPOSED BALLOT MEASURE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Resolution opposing the Los Angeles County Metropolitan Transportation Authority (MTA) expenditure plan for the 2016 proposed ballot measure

BACKGROUND

The Metro Board of Directors approved placing the sales tax ballot measure, titled the Los Angeles County Traffic Improvement Plan, also known as Measure M on the November 8, 2016 ballot.

Measure M if passed is projected to ease traffic congestion, expand rail and rapid transit system, repave and repair streets, earthquake retrofit bridges, embrace technology, reduce population, and provide accountability and transparency over a 40 year period. Measure M is expected to generate an estimated \$860 million a year in 2017 dollars; however, this new implementation schedule has not proven to be advantageous to the Gateway Cities.

Gateway Cities Council of Governments (COG) participated in the development of a countywide process to accumulate a listing of all sub-regional transportation projects. This process resulted in the identification of \$275 billion of transportation projects countywide

MTA in response to the identified need developed an expenditure plan to address the

APPROVE RESOLUTION OPPOSING THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (MTA) EXPENDITURE PLAN FOR THE 2016 PROPOSED BALLOT MEASURE

September 6, 2016

Page 2 of 3

project capital and operational needs for the County. This expenditure plan will be the Los Angeles County template for mobility for the next 40 years. Measure M proposes to remove the sunset from Measure R so it may continue in perpetuity or until repealed by the electorate.

Instead of giving the Measure R project initiatives first priority for new tax revenues, assuring that 2nd and 3rd decade Measure R projects are completed, the MTA initiated a modeling process, utilizing performance metrics, that places well-defined projects with analysis in competition with new projects with assigned attributes. This modeling exercise has resulted in a reordering or resequencing of projects. This new implementation schedule has not proven to be advantageous to the Gateway Cities, under this measure, improvements on the 5, 605 and 710 will not be completed for 40 years taxpayers in many communities will be paying the tax but will not get any traffic congestion relief or street improvements for decades.

FISCAL IMPACT/FINANCING

In general, if Measure M passes, a new half (½) cent sales tax will go into effect in 2017, generating an estimated \$860 million dollars per year. When the existing Measure R half (½) cent sales tax expires in 2039, this new measure will increase to one cent. The new sales tax would not expire until voters decide to end it.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Multi-modal projects that would benefit the Gateway Cities are not being prioritized. Priority is going to higher profile projects in more affluent areas, which are also being given priority access to federal funding. That is simply not geographically equitable, nor is it fair to Huntington Park residents who will be funding these projects for decades before they may see some benefit.

CONCLUSION

Please approve the Resolution opposing LA County MTA's expenditure plan for the November 8, 2016 proposed ballot measure.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager

**APPROVE RESOLUTION OPPOSING THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY (MTA) EXPENDITURE PLAN
FOR THE 2016 PROPOSED BALLOT MEASURE**

September 6, 2016

Page 2 of 3



MANUEL ACOSTA
Economic Development Manager

ATTACHMENT(S)

A. Resolution

RESOLUTION NO. 2016-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, OPPOSING THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY EXPENDITURE PLAN FOR THE 2016 PROPOSED BALLOT MEASURE

WHEREAS, the Gateway Cities Council of Governments (COG) participated in the development of a countywide process to accumulate a listing of all subregional transportation projects. This process resulted in the identification of \$275 billion of transportation projects countywide

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (MTA) in response to the identified need developed an expenditure plan to address the project capital and operational needs for the County. This expenditure plan will be the Los Angeles County template for mobility for the next 40 years. The tax itself will remove the sunset from Measure R continue in perpetuity or until repealed by the electorate.

WHEREAS, instead of giving Measure R project initiatives first priority for new tax revenues, assuring that 2nd and 3rd decade Measure R projects are completed, the MTA initiated a modeling process, utilizing performance metrics, that places well-defined projects with analysis in competition with new projects with assigned attributes. This modeling exercise has resulted in a reordering or resequencing of projects. This new implementation schedule has not proven to be advantageous to the Gateway Cities.

WHEREAS, multi-modal projects that would benefit the Gateway Cities are being leapfrogged by higher profile projects in more affluent areas, which are also being given priority access to federal funding. That is simply not geographically equitable, nor is it fair to our residents who will be funding these projects for decades before they truly benefit.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Huntington Park, California, opposes the Adopted Ballot Measure Expenditure Plan

PASSED, APPROVED, AND ADOPTED this 6th day of September, 2016.

Graciela Ortiz, Mayor

ATTEST:

City Clerk

ATTACHMENT A

FIRST AMENDMENT TO CAPITAL ASSET PHYSICAL INVENTORY SERVICE AGREEMENT (Engagement: Capital Assets Physical Inventory) (Parties: City of Huntington Park and Annams Systems Corporation (dba Sunflower Systems))

THIS FIRST AMENDMENT (the "First Amendment") to that certain document entitled "Professional Services Agreement (Capital Assets Physical Inventory)" (hereinafter "Master Agreement") executed as of May 17, 2016 and between the City of Huntington Park (hereinafter, "City") and Annams Systems Corporation (dba Sunflower Systems) (hereinafter "Contractor") is made and entered into this __ day of September 2016. For the purposes of this First Amendment, City and Contractor may be referred to collectively by the capitalized term "Parties".

RECITALS

This First Amendment is entered into with respect to the following facts:

WHEREAS, on or about May 17, 2016, the Parties executed and entered into the Master Agreement for the Physical Inventory of Capital Assets (hereinafter "Service") which is attached hereto as Exhibit "A"; and

WHEREAS, Section 2.2 "TERM" of the Master Agreement states that "This Agreement will become effective on the date written above, and will continue for the period of ninety days. Nothing within this Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause"; and,

WHEREAS, additional time is required for the Contractor to complete Services specified in Exhibit A of the Master Agreement "Scope of Services"; and,

WEREAS, both Parties desire to amend the term of the Master Agreement in order to complete the Services.

NOW THEREFORE, the Parties agree as follows:

1. Section 2.2 of the Master Agreement is amended as follows:

Section 2.2 TERM: This Agreement is effective beginning May 17, 2016 and will continue until October 15, 2016. Nothing in this Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.

2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The First Amendment and the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties within respect to the matters addressed in these documents.

3. Provisions of this First Amendment shall be deemed a part of the Master Agreement and as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event that any conflict or

inconsistency between the provisions of the First Amendment and the provisions of the Master Agreement, the provisions of the First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

4. This First Agreement shall be executed in two counterparts, with one such fully executed counterpart returned to the Contractor upon execution.

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to the Master Agreement to be executed on this day and year first appearing above.

CITY OF HUNTINGTON PARK:

**ANNAM SYSTEMS CORPORATION
(dba Sunflower Systems):**

By: _____
City Manager
City of Huntington Park

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report



September 6, 2016

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

APPROVE A FIRST AMENDMENT TO THE AGREEMENT WITH SUNFLOWER SYSTEMS FOR PROVISION OF A PHYSICAL INVENTORY OF THE CITY'S CAPITAL ASSETS AND AUTHORIZE APPROPRIATION.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a First Amendment to the agreement with Sunflower Systems extending the term of the agreement to October 15, 2016;
2. Authorize the City Manager to execute such an agreement; and
3. Authorize the Finance Department to make the required appropriation.

DISCUSSION

The City Council authorized the execution of an agreement with Sunflower Systems at its May 17, 2016 meeting (the "Agreement") for the purpose of conducting a physical inventory of the City's capital assets and for the development of policies and procedures for the accounting of these assets based on industry best practices. These capital assets include vehicles, computer hardware, peripheral equipment, electronics, and the like. In addition the inventory includes assets whose value does not meet the \$2,500 threshold but whose accounting is critical such as police weapons and radios, and desktop computers.

Given that these assets all have a monetary value, the completion of the inventory and policy preparation are needed steps in assuring that the assets are treated properly in order to maintain the City's financial integrity and to comply with requirements of federal funding agencies.

APPROVE A FIRST AMENDMENT TO THE AGREEMENT WITH SUNFLOWER SYSTEMS FOR PROVISION OF A PHYSICAL INVENTORY OF THE CITY'S CAPITAL ASSETS AND AUTHORIZE APPROPRIATION.

September 6, 2016

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The tasks specified within the Agreement's scope of services have not been completed within the initial 90-day term due to the length of time required to coordinate the inventory of the City's "mobile" assets such as transit and police vehicles and weapons assigned to police officers; and assuring the integrity of the inventory data prior to its migration to the City's financial system.

FISCAL IMPACT

Given that the initial project term spanned the end of FY 2015/16 and the beginning of FY 2016/17, funding for this project would have needed to be included in the budgets for both fiscal years. For FY 2015/16, funding was made available from existing appropriations (for other purposes) which included \$24,285 from the City's operating fund and \$15,000 from non-general fund sources resulting in a total project budget of \$39,285.

Services rendered as of June 30, 2016 total \$17,654. These amounts were budgeted and remain in FY 15/16 to cover these expenses. The remaining contract agreement amount of \$21,631 will be completed during FY 16/17. Of this amount \$2,979 will be charged to account #111-7022-421.56-41 and \$8,652 from account #111-8022-419.56-41. An additional budget appropriation for the remaining \$10,000 will be required as follows:

Account	Amount
122-7010-421.56-41	\$5,000
121-7040-421.56-41	5,000
Total	\$10,000

Since funds not used were de facto attributed to fund balance, the net effect is zero.

RECOMMENDATION

Staff recommends the Council provide authorization to the City Manager to execute a First Amendment to the Agreement with Sunflower that extends its term to October 15, 2016 in order to complete the inventory process and preparation of policies and procedures, and authorize the Finance Department to make the necessary changes and additional budget appropriation to the City's adopted FY 2016/17 budget.

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APPROVE A FIRST AMENDMENT TO THE AGREEMENT WITH SUNFLOWER SYSTEMS FOR PROVISION OF A PHYSICAL INVENTORY OF THE CITY'S CAPITAL ASSETS AND AUTHORIZE APPROPRIATION.

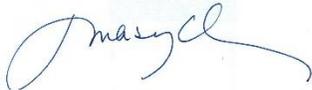
September 6, 2016

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Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Jan Mazyck
Interim Director of Finance/City Treasurer

ATTACHMENTS

- A – Draft First Amendment to Capital Asset Physical Inventory Agreement
- B – Executed Capital Asset Physical Inventory Agreement

ATTACHMENT A

**FIRST AMENDMENT
TO CAPITAL ASSET PHYSICAL INVENTORY SERVICE AGREEMENT
(Engagement: Capital Assets Physical Inventory)
(Parties: City of Huntington Park and Annams Systems Corporation (dba Sunflower
Systems))**

THIS FIRST AMENDMENT (the "First Amendment") to that certain document entitled "Professional Services Agreement (Capital Assets Physical Inventory)" (hereinafter "Master Agreement") executed as of May 17, 2016 and between the City of Huntington Park (hereinafter, "City") and Annams Systems Corporation (dba Sunflower Systems) (hereinafter "Contractor") is made and entered into this __ day of September 2016. For the purposes of this First Amendment, City and Contractor may be referred to collectively by the capitalized term "Parties".

RECITALS

This First Amendment is entered into with respect to the following facts:

WHEREAS, on or about May 17, 2016, the Parties executed and entered into the Master Agreement for the Physical Inventory of Capital Assets (hereinafter "Service") which is attached hereto as Exhibit "A"; and

WHEREAS, Section 2.2 "TERM" of the Master Agreement states that "This Agreement will become effective on the date written above, and will continue for the period of ninety days. Nothing within this Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause"; and,

WHEREAS, additional time is required for the Contractor to complete Services specified in Exhibit A of the Master Agreement "Scope of Services"; and,

WEREAS, both Parties desire to amend the term of the Master Agreement in order to complete the Services.

NOW THEREFORE, the Parties agree as follows:

1. Section 2.2 of the Master Agreement is amended as follows:

Section 2.2 TERM: This Agreement is effective beginning May 17, 2016 and will continue until October 15, 2016. Nothing in this Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.

2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The First Amendment and the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties within respect to the matters addressed in these documents.

3. Provisions of this First Amendment shall be deemed a part of the Master Agreement and as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event that any conflict or

inconsistency between the provisions of the First Amendment and the provisions of the Master Agreement, the provisions of the First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

4. This First Agreement shall be executed in two counterparts, with one such fully executed counterpart returned to the Contractor upon execution.

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to the Master Agreement to be executed on this day and year first appearing above.

CITY OF HUNTINGTON PARK:

**ANNAM SYSTEMS CORPORATION
(dba Sunflower Systems):**

By: _____
City Manager
City of Huntington Park

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT (Engagement: Capital Assets Physical Inventory)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 17th day of May, 2016 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (hereinafter, "City") and Annams Systems Corporation (dba Sunflower Systems), a professional corporation (hereinafter, "Consultant"). For the purposes of this Agreement City and Consultant may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Consultant interchangeably.

I. RECITALS

- A. City seeks to contract with a qualified and experienced firm to conduct a physical inventory of the City's capital assets.
- B. The Contractor submitted a bid on March 31, 2016 ("Proposal" or "Bid") in response to the City's Request for Proposals ("RFP") that included pricing.
- C. The City has determined that the Contractor meets all of the standard requirements necessary to provide parking citation processing services to the City.
- D. The Contractor has agreed to provide such services, subject to and in accordance with the terms and conditions set forth in this agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

II. ENGAGEMENT TERMS

2.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, Consultant agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter, "Scope of Services") Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

2. TERM: This Agreement will become effective on the date written above, and will continue for the period of three ninety (90) days. Nothing in this Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.

2.3 COMPENSATION:

- A. Consultant shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule set forth in Exhibit "B" (hereinafter, "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, Consultant's total compensation during the Term of this Agreement or any extension term shall be a firm-fixed sum of \$39, 285(hereinafter, "Firm-Fixed Sum"), unless such added expenditure is first approved by the City acting in consultation with the City Manager and the Director of Finance. In the event Consultant's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, City may suspend Consultant's performance pending City approval of any anticipated expenditures in excess of the Firm-Fixed Sum or any other City-approved amendment to the compensation terms of this Agreement.

- 2.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, Consultant shall submit to City an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of Consultant's monthly compensation is a function of hours worked by Consultant's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed.
- A. Interim billings shall not cumulatively exceed ninety percent (90%) of the annual fixed price. The final billing will be processed upon completion of the final task under the contract.
- B. Within thirty (30) calendar days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 2.5 ACCOUNTING RECORDS: Consultant shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 2.6 ABANDONMENT BY CONSULTANT: In the event Consultant ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, Consultant shall deliver to City immediately and without delay, all materials, records and other work product prepared or obtained by Consultant in the performance of this Agreement. Furthermore, Consultant shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which City may incur as a result of Consultant's cessation or abandonment.

III.

PERFORMANCE OF AGREEMENT

- 3.1 CITY'S REPRESENTATIVES: The City hereby designates the Director of Finance (DOF) to act as its representative (hereinafter, "City Representative"). The City Manager shall be the chief City Representative. The City Representatives or their designee shall act on behalf of the City for all purposes under this Agreement. Consultant shall not accept directions or orders from any person other than the City Representatives or their designee.
- 3.2 CONSULTANT REPRESENTATIVE: Consultant hereby designates Christopher Twaites, Area Lead, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. Consultant Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative shall constitute notice to Consultant.
- 3.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: Consultant agrees to work closely with City staff in the performance of the Work and this Agreement and shall be available to City staff and the City Representatives at all reasonable times. All work prepared by Consultant shall be subject to inspection and approval by City Representatives or their designees.
- 3.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: Consultant represents, acknowledges and agrees to the following:
- A. Consultant shall perform all Work skillfully, competently and to the highest standards of

Consultant's profession;

- B. Consultant shall perform all Work in a manner reasonably satisfactory to the City;
- C. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. Consultant understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of Consultant's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Consultant; and
- F. All of Consultant's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to City for copying and inspection.

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The Parties acknowledge and agree that Consultant shall perform, at Consultant's own cost and expense and without any reimbursement from City, any services necessary to correct any errors or omissions caused by Consultant's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Consultant's employees, agents, contractors, subcontractors and subconsultants. Such effort by Consultant to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that City's acceptance of any work performed by Consultant or on Consultant's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Consultant, including but not limited to the representation that Consultant possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of Consultant's profession.

3.5 ASSIGNMENT: The skills, training, knowledge and experience of Consultant are material to City's willingness to enter into this Agreement. Accordingly, City has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by Consultant or on behalf of Consultant in the performance of this Agreement. In recognition of this interest, Consultant agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City. In the absence of City's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

3.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by Consultant or under Consultant's strict supervision. Consultant will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with Consultant's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of City's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of Consultant are not employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. Consultant shall be responsible for all reports and

obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 3.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Consultant, a threat to persons or property, or if any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by Consultant and shall not be re-assigned to perform any of the Work.
- 3.8 COMPLIANCE WITH LAWS: Consultant shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. Consultant's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 3.9 NON-DISCRIMINATION: In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 3.10 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that Consultant and all persons retained or employed by Consultant are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Consultant shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Consultant and all persons retained or employed by Consultant shall have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Consultant under this Agreement or is otherwise expressly conferred by City in writing.

IV. INSURANCE

- 4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, Consultant will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. Consultant shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: Consultant shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: Consultant shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both Consultant and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the Work contemplated in this Agreement.

- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, Consultant shall procure and maintain Errors and Omissions Liability Insurance appropriate to Consultant's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 4.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the City and City's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 4.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers registered to do business in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A-/VII.
- 4.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by Consultant shall be primary to any coverage available to City or City's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by City or City's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 4.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant or Consultant's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.
- 4.6 VERIFICATION OF COVERAGE: Consultant acknowledges, understands and agrees, that City's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding City's financial well-being and, indirectly, the collective well-being of the residents of the City. Accordingly, Consultant warrants, represents and agrees that its shall furnish City with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to City in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City.** All certificates of insurance and endorsements shall be received and approved by City as a condition precedent to Consultant's commencement of any work or any of the Work and annually thereafter. Upon City's written request, Consultant shall also provide City with certified copies of all required insurance policies and endorsements.

V. INDEMNIFICATION

- 5.1 The Parties agree that City and City's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect City as set forth herein.
- 5.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the

sole negligence or willful misconduct of the City.

- 5.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Article and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.4 The obligations of Consultant under this Article will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City and City's elected and appointed officials, officers, employees, agents and volunteers.
- 5.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 5.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.

VI. TERMINATION

- 6.1 TERMINATION WITHOUT CAUSE: City may terminate this Agreement at any time for convenience and without cause by giving Consultant a minimum of five (5) calendar days prior written notice of City's intent to terminate this Agreement. Upon such termination for convenience, Consultant shall be compensated only for those services and tasks which have been performed by Consultant up to the effective date of the termination. Consultant may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by Consultant in connection with the performance of the Work. Consultant shall be required to provide such Documents and Data within fifteen (15) calendar days of City's written request. No actual or asserted breach of this Agreement on the part of City pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict City's ability to terminate this Agreement for convenience as provided under this Section.
- 6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of

the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. Consultant shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of City's issuance of a Default Notice for any failure of Consultant to timely provide City or City's employees or agents with any information and/or written reports, documentation or work product which Consultant is obligated to provide to City or City's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, Consultant may submit a written request for additional time to cure the Event of Default upon a showing that Consultant has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, City shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of City's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, Consultant may submit a written request for additional time to cure the Event of Default upon a showing that Consultant has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, City shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of Consultant to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of Consultant shall include, but shall not be limited to the following: (i) Consultant's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) Consultant's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) Consultant's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to Consultant, whether voluntary or involuntary; (v) Consultant's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) City's discovery that a statement representation or warranty by Consultant relating to this Agreement is false, misleading or erroneous in any material respect.

- C. City shall cure any Event of Default asserted by Consultant within forty-five (45) calendar days of Consultant's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, City may submit a written request for additional time to cure the Event of Default upon a showing that City has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with City's failure to timely pay any undisputed sums to Consultant as provided under Section 1.4, above, shall be cured by City within five (5) calendar days from the date of Consultant's Default Notice to City.
- D. City, in its sole and absolute discretion, may also immediately suspend Consultant's performance under this Agreement pending Consultant's cure of any Event of Default by giving Consultant written notice of City's intent to suspend Consultant's performance (hereinafter, a "Suspension Notice"). City may issue the Suspension Notice at any time upon the occurrence of an Event of

Default. Upon such suspension, Consultant shall be compensated only for those services and tasks which have been rendered by Consultant to the reasonable satisfaction of City up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of City shall operate to prohibit or otherwise restrict City's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to City at law or under this Agreement in the event of any breach of this Agreement, City, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to Consultant, the City may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to Consultant, the City may extend the time of performance;
 - iii. The City may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Consultant's breach of the Agreement or to terminate the Agreement; or
 - iv. The City may exercise any other available and lawful right or remedy.

Consultant shall be liable for all legal fees plus other costs and expenses that City incurs upon a breach of this Agreement or in the City's exercise of its remedies under this Agreement.

- G. In the event City is in breach of this Agreement, Consultant's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Consultant under this Agreement for completed services and tasks.
- 6.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 6.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VII. MISCELLANEOUS PROVISIONS

- 7.1 DOCUMENTS AND DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of City without restriction or limitation upon their use or dissemination by City. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of Consultant in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to City, a perpetual license for City to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. Consultant shall require all subcontractors and subconsultants working on behalf of Consultant in the

performance of this Agreement to agree in writing that City shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by Consultant in the performance of this Agreement.

- 7.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement. Consultant shall not use City's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.
- 7.3 **FALSE CLAIMS ACT:** Consultant warrants and represents that neither Consultant nor any person who is an officer of, in a managing position with, or has an ownership interest in Consultant has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 7.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT

Annams Systems Corporation
(dba Sunflower Systems)
2420 Camino Ramon, Suite 130
San Ramon, CA 94583

Attn: John Peiler
Phone: 925-242-4216
Fax: 925-355-1213
Email: peiler@sunflowersystems.com

CITY

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Attn: Jan Mazyck
Phone: 323-584-6201
Fax: 323-588-4577
Email: jmazyck@hpca.gov

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when received by mail within forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 7.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 7.6 **SUBCONTRACTING:** Consultant shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of City. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 7.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** City reserves the right to employ other contractors in connection with the various projects worked upon by Consultant.
- 7.8 **PROHIBITED INTERESTS:** Consultant warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any

direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

7.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

7.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

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7.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

7.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

7.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

7.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

7.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

7.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

7.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

7.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

7.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Consultant prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

7.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to Consultant and the remaining two original counterparts shall be retained by City.

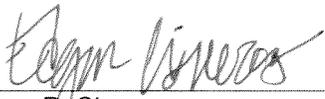
(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

**ANNAMS SYSTEMS CORPORATION
(dba Sunflower Systems)**

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By: 

Edgar P. Cisneros
City Manager

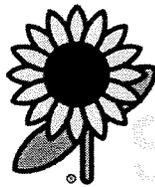
By: 

John Peiler
Vice President of
Finance & Administration

Sunflower Systems Scope of Services for The City of Huntington Park

Physical Inventory of Capital Assets

April 26, 2016



Sunflower Systems

Asset Management Solutions

Sunflower Systems

2420 Camino Ramon, Suite 130

San Ramon, CA 94583

Nicola McCarthy

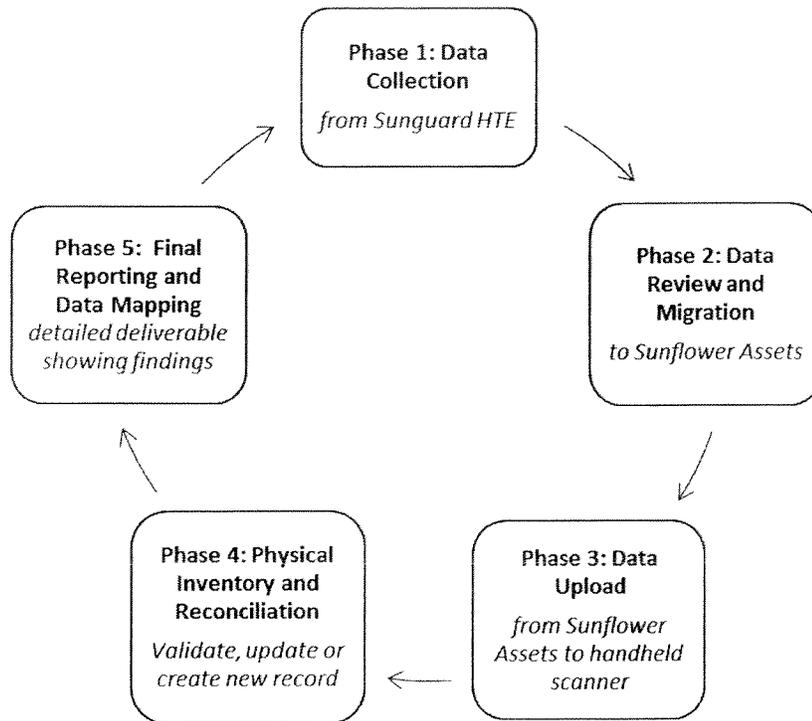
Email: nmccarthy@sunflowersystems.com / Cell: (858) 775-4864

Scope of Services Summary

Sunflower Systems is proposing the following scope of services schedule and activities for the City of Huntington Park Capital Asset Physical Inventory. In order to support the physical inventory requirements, our team members will utilize a combination of software, services, and deep industry and asset management knowledge.

Sunflower Systems will follow a 5 phase implementation approach throughout the physical inventory process. The phases are outlined below, as well as a tentative schedule for each phase.

City of Huntington Park Project Milestones	
Date	Milestone
Phase 1	Data Collection
5/9/2016	Current Data to Sunflower Systems
5/20/2016	Delivery of Project Management Plan by Sunflower Systems
5/27/2016	Approval of Project Management Plan by the City of Huntington
Phase 2	Data Review and Migration
5/10/2016-5/27/2016	Migration to Sunflower Assets
Phase 3	Data Upload
5/27/2016	Upload to Sunflower Mobile
Phase 4	Physical Inventory & Reconciliation
5/31/2016-6/24/2016	Asset Scanning, Updating, and Uploading Activities
Phase 5	Final Reporting and Data Mapping
6/30/2016	Final Report and Worksheet Submitted for Approval by Sunflower Systems
7/15/2016	Target Project Completion



Phase 1 Tasks: Phase 1 is the data collection phase, our team members will meet with city staff to collect all available data for the city’s capital assets. Sunflower team members will work both on-site and remotely with city staff to understand the data, as well as any data issues that may exist.

Phase 2 Tasks: Phase 2 is the data migration phase. Sunflower team members will migrate the existing city’s capital asset data into Sunflower Assets, our asset management software tool. The migration of this data will be performed through an Excel upload template, and will ensure improved efficiencies and effectiveness during the subsequent physical inventory process.

Phase 3 Tasks: During phase 3, Sunflower team members will send the data from Sunflower to our integrated mobile handheld scanners. All reference and asset data will reside on an encrypted file within each scanner.

Phase 4 Tasks: Phase 4 is where the bulk of the inventory functions will be performed. During this phase our team members will visit each City of Huntington Park site to visually verify the existence and location of the city-owned capital assets. Our team members will utilize our Sunflower Mobile mobile software, as well as handheld scanners, to perform the inventory. Our team members will perform the following steps:

1. Scan an asset barcode in our mobile application, Sunflower Mobile. Our mobile product will identify whether the item currently exists in inventory, or if an item doesn't currently exist (based on the data provided by city staff to our team members).
 - a. If the asset does exist, our team members will verify the asset's information with the physical asset. Information such as barcode, manufacturer, model, description, year, serial number, VIN number, acquisition date, value, capitalization date, and net book value, are all data elements that display on the screen of the scanner and can be updated based on physical asset information. At this time, our team members will also affix a new inventory control number tag to the asset and scan this new tag to associate the number to the existing asset. This functionality is called a re-tag in our system. Reports will be available to view all asset updates, as well as re-tags, which were performed on the mobile scanner. Additionally, team members will photograph the item using the barcode scanner and affix the photograph to the asset record.
 - b. If the asset does not exist, our team members will create a new asset record on the scanner. This will start by our team members scanning the existing barcode on the item, scanning and affixing the new inventory control tag, photographing the asset, and recording any information that is available (such as manufacturer, model, description, license plate, and serial number/VIN number) for that specific asset. Reports are available within the Sunflower Assets system that provide information on all new assets created during the physical inventory process.
2. Following the physical inventory completion at each city site, Sunflower team members will upload the data from the barcode scanners to the Sunflower Assets database. Following the upload of data, inventory reconciliation activities will begin. Sunflower Assets contains over 100 parameter driven reports. These reports will allow Sunflower team members to track both the overall inventory progress, as well detailed asset information such as which assets remain to be scanned and found during the inventory. Reports are available to show what assets were updated during the inventory, what assets were found during the inventory, what assets were not found during the inventory, and what new assets were created during the inventory. All management and inventory reports are available in PDF, HTML, and Excel. These reports will allow the Sunflower team to easily and accurately provide detailed information surrounding

what capital assets were identified and found during the physical inventory that were not included in the Capital Assets module, and also what capital assets were not found in the physical inventory that are included in the Capital Assets module.

Phase 5 Tasks: Sunflower team members will organize and deliver the Inventory Data Review. From standard Sunflower Assets reports, Sunflower team members will provide an Excel workbook that contains the following:

1. Worksheet 1: All assets from the city's list of capital assets that were found during the physical inventory.
2. Worksheet 2: A list of all capital assets that were not found during the physical inventory, or during appropriate follow up activities.
3. Worksheet 3: A list of all assets that meet the city's capital asset requirements that were visually identified during the physical inventory, but not shown in the city's list of capital assets provided during phase 1.

Sunflower team members will format this data in a manner that the city staff can utilize for upload to the Sunguard HTE financial reporting system. After the completion of the above workbook, Sunflower team members will present the workbook and findings to city staff.

In addition to the workbook, Sunflower team members will deliver a final report to the City of Huntington Park. This final report will contain information about the processes and procedures utilized by the Sunflower team during the physical inventory process, as well as an explanation around the data workbook, and recommendations surrounding how to successfully develop an annual update of the capital asset listing based on the lessons learned and information collected during the physical inventory.

Following the completion of the physical inventory, Sunflower Systems has proposed an optional service to develop policy and procedures based on best practices, industry standards and lessons learned during the inventory. Below is a proposed schedule. Sunflower Systems is happy to shorten or lengthen delivery timeframes of the policies and procedures based on the City of Huntington Park's requirements.

City of Huntington Park Policy and Procedure Development	
Date	Milestone
Phase 1	Evaluation and Analysis
7/18/2016-08/05/2016	Review of As-Is Processes
Phase 2	Development
8/05/2016-8/26/2016	Creation of To-Be Processes and procedures
Phase 3	Review
8/29/2016-09/06/2016	Internal review
Phase 4	Delivery of Policy and Procedure Recommendations by Sunflower Systems
9/12/2016	Final Report Submitted for Approval by Sunflower Systems
9/26/2016	Target Project Completion

EXHIBIT B - APPROVED RATE SCHEDULE



Cost

Sunflower Systems is proposing a Firm Fixed Price fee for all scope of work activities and deliverables listed in the City of Huntington Park RFP. The below table outlines the associated costs. Additionally, Sunflower Systems is including optional pricing for an Asset Management Policy and Procedure development following the completion of the physical inventory based on best practices, industry standards, and lessons learned.

Sunflower Services: Physical Inventory of Capital Assets			
Item	Rate	Units	Total
Data Collection, Review and Migration (Task 1)	\$ 4,850.00	1	\$4,850.00
Physical Inventory Data Upload and Reconciliation (Tasks 2, 3, 4 and the Data Workbook with worksheets 1, 2, and 3)	\$ 21,340.00	1	\$21,340.00
Final Report (Task 5)	\$ 3,395.00	1	\$3,395.00
Optional Services: Policy and Procedure Development based on Best Practices, Industry Standards and Inventory Lessons Learned	\$ 9,700.00	1	\$9,700.00
Grand Total			\$29,585.00
Grand Total with Optional Policy and Procedure Recommendations			\$39,285.00

Pricing Notes and Assumptions:

- The above is for a Firm Fixed Price Contract.
- Invoices will be prepared and delivered monthly based on percentage complete information from the agreed upon project plan between the City of Huntington Park and Sunflower Systems. Payment terms are Net 30.
- Sunflower Systems anticipates no additional direct or indirect costs, or reimbursable costs/expenses. The above cost is for all scope of work services contained within the City of Huntington Park RFP, including new barcode labels. Sunflower recommends 1.5" x .75" Premium Polyester (Black and White) labels.
- This quote is valid for 90 days from March 31, 2016.



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

September 6, 2016

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:

AUTHORIZATION TO APPROPRIATE FUNDS FROM THE ART IN PUBLIC PLACES BUDGET TO BE UTILIZE FOR THE EXPENDITURE OF THE HOLIDAY TREE SET UP & BREAK DOWN OF DECORATIONS.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the request to appropriate \$4,583.91 from the Art in Public Places Budget Account Number: 232-6010-419.73-10 to be utilized for the expenditure of set up and tear down of the holiday tree decorations for the City Hall Holiday Tree; and
2. Authorize City staff to enter into a 3 year agreement with Ambius to install, remove and store holiday decorations for 25 ft. outdoor tree at City Hall.

BACKGROUND

For the past 3 years the Parks and Recreation Department has utilized an outside vendor, Ambius to set up and take down holiday decorations for the live tree located outside City Hall – 6550 Miles Avenue. The live sequoia tree has been utilized every year to celebrate the holidays with the community. During the City's annual tree lighting event, the decorated live tree is displayed for the community and sits center stage in the event for all to enjoy.

Staff has contacted multiple vendors to submit quotes for 1 and 3 year rental agreements for the set up and break down service of the holiday tree. 3 companies submitted quotes for the completion of the service.

The table below is based on the quotes received:

St. Nick's Commercial Design & Décor		Dekra-Lite Decoration Innovation		Ambius (3 Year Agreement: 2016, 2017, 2018)	
1 Year	\$13,800	1 Year	\$16,804.05	1 Year	\$5,675.32
3 Year	Same cost annually	3 Year	Same cost annually	3 Year	\$4,583.91

AUTHORIZATION TO APPROPRIATE FUNDS FROM THE ART IN PUBLIC PLACES BUDGET TO BE UTILIZED FOR THE EXPENDITURE OF THE HOLIDAY TREE SET UP & BREAK DOWN OF DECORATIONS

September 6, 2016

Page 2 of 3

Note that both St. Nicks and Dekra Lite expressed concern to decorate a live a tree. The standard in the industry is to rent an artificial tree from these vendors. Ambius is the only vendor that does both. Which is the reason for the large gap in cost.

In the past city staff used to decorate the tree each year. However, it took 4 to 5 city staff and two to three days to complete the task. The result was good, but not the same as a professional company performing the duties. To ensure that council has a clear picture of the cost please see the chart below.

Public Works Department: Staff, Decorations, & Equipment	
Staff Cost (4 Staff Members)	\$2,717.10
Decorations Cost	\$5,000.00
Equipment Cost	\$1,626.12
Grand Total	\$ 9,343.22

RECOMMENDATION

Staff recommends the continuation of service with Ambius based on the previous services the last 3 years. The cost to complete the task with Ambius is the lowest rate in comparison to the private vendors and City Staff. In addition, staff recommends the rental agreement to be approved for 3 years, a 3 year agreement lowers the annual cost for the City. Ambius will also provide storage for the decorations throughout the year in between the holidays and will refurbish or replace any damaged decorations at no extra cost.

FISCAL IMPACT/FINANCING

Huntington Park’s financial impact with the 3 year agreement with Ambius will be \$4,583.91 each year, allocated from the Art in Public Places fund – Account Number: 232-6010-419.73-10.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The rental agreement is in effect for 2016, 2017, and 2018.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager

**AUTHORIZATION TO APPROPRIATE FUNDS FROM THE ART IN PUBLIC PLACES
BUDGET TO BE UTILIZED FOR THE EXPENDITURE OF THE HOLIDAY TREE SET
UP & BREAK DOWN OF DECORATIONS**

September 6, 2016

Page 3 of 3



JOSETTE ESPINOSA
Director of Parks and Recreation

ATTACHMENT(S)

- A. Ambius - 3 Year Rental Agreement
- B. Ambius - 1 Year Rental Agreement
- C. St. Nick's Commercial Design & Décor – Proposal
- D. Dekra-Lite Decoration Innovation – Proposal
- E. Public Works Department – Cost Estimate

Quote



Attn Ms Espinosa
City of Huntington Park
6550 Miles Avenue
HUNTINGTON PARK CA 90255



Quote Q118466
Date August 25, 2016
Product Holiday
Regarding Holiday Rental

		Amount
1	<u>Ground Level - Front of City Hall</u>	4,129.65
	1 Decor, Lights and Packages for Existing 25' Tree	
	<i>Lift to be provided by City.</i>	
	<i>Installation Date: TBD</i>	
	<i>Take Down Date: TBD</i>	
	<i>3 Year Contract (2016, 2017, 2018)</i>	
		Short Term Hire amount per year 4,129.65
		Charge for Delivery and Installation 454.26

All prices are exclusive of Tax and valid until 10/24/16

Presented by Clinton Jorth • Service Manager • clinton.jorth@ambius.com • (310) 261 0926

ANNUAL RENTAL AGREEMENT

This agreement (the "Agreement") is made as of the date of acceptance indicated below, and is by and between Ambius, a registered trade name of Rentokil North America, Inc. ("Ambius" or the "Company") and the customer identified below (the "Customer" or "You") on the terms and conditions set forth in this Agreement.

Ambius will provide City of Huntington Park with all service necessary to prepare, freshen, install and remove the holiday décor.

Ambius proposes:

Rent the attached listed holiday decor for \$4,129.65* annually.

Charge for delivery and installation is \$454.26*.

(*) These prices exclude applicable taxes.

1. THE SERVICES. Ambius will provide You with the holiday decor, replicas and further items described and for the prices set forth on the attached Quote (the "Services").

2. PAYMENT TERMS. Ambius will provide You with an annual, one-time invoice for the Services and items set forth on Quote. You agree to pay the invoice within ten (10) days. You will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. You may pay these invoices by 1) Electronic Funds Transfer (please contact eft.coordinator-us@ambius.com for information); 2) direct debit ; 3) bank check; or 4) credit card.

3. TERM AND EXPIRATION. This Agreement will be for a 36 month term unless otherwise set forth on Quote. All property being provided to You under this Agreement will remain the property of Ambius, and You will be responsible for any property that is damaged beyond reasonable use or otherwise not able to be recovered by Ambius at the end of this term. To the extent that You cancel this Agreement prior to the expiration of the term or a renewal term for no fault of Ambius, You agree to pay Ambius for 50% of the amount to be invoiced for the remainder of that term or renewal term. This amount constitutes liquidated damages and not a penalty, and is in recognition of the difficulty of Ambius in establishing the amount of damages or costs for any such early termination.

4. INSURANCE AND LIMITATION OF LIABILITY. The Company will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs, whether incurred by You or a third party, to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages. Additionally, Ambius is not responsible for any damage or harm to walls or structures caused by removal of material therefrom.

Ambius accepts no responsibility for decorative containers supplied by You or by Ambius once outside their manufacturer's warranty.

5. CUSTOMER RESPONSIBILITIES. Ambius assumes all responsibility for the care and maintenance of the plants and associated material being provided under this Agreement. Further, Ambius is not responsible for damage to the plants and material related to temperature extremes, light levels changed since installation, catastrophic events such as fire, floods or unexpected freezes, malicious or accidental damage by third parties, or interference by Your employees in the maintenance of the provided plants. Ambius is also not responsible for any damage or harm to walls or structures to the extent any material is required to be removed or taken down after being attached thereto. You will provide Ambius access to water. You must allow unrestricted access to the plants during normal working hours.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement and its Quote constitute the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

Authorization of this agreement indicates acceptance of the terms and requirements.

BILLING INFORMATION:
 Q118466
 City of Huntington Park
 6550 Miles Avenue
 HUNTINGTON PARK CA 90255

SERVICE ADDRESS:
 City of Huntington Park
 6550 Miles Avenue
 HUNTINGTON PARK CA 90255

AMBIUS

CUSTOMER

By: _____
 Printed Name:
 Title:
 Electronic Mail:

By: _____
 Printed Name:
 Title:
 Electronic Mail:

 Address:

 Address:

Date Accepted by Customer: _____

Quote



Attn Ms Espinosa
City of Huntington Park
6550 Miles Avenue
HUNTINGTON PARK CA 90255



Quote Q118467
Date August 25, 2016
Product Holiday
Regarding Holiday Rental

		Amount
1	<u>Ground Level - Front of City Hall</u>	5,112.90
	1 Decor, Lights and Packages for Existing 25' Tree	
	<i>Lift to be provided by City.</i>	
	<i>Installation Date: TBD</i>	
	<i>Take Down Date: TBD</i>	
	<i>1 Year Contract (2016)</i>	
		Short Term Hire amount per year 5,112.90
		Charge for Delivery and Installation 562.42

All prices are exclusive of Tax and valid until 10/24/16

Presented by Clinton Jorth • Service Manager • clinton.jorth@ambius.com • (310) 261 0926

ANNUAL RENTAL AGREEMENT

This agreement (the "Agreement") is made as of the date of acceptance indicated below, and is by and between Ambius, a registered trade name of Rentokil North America, Inc. ("Ambius" or the "Company") and the customer identified below (the "Customer" or "You") on the terms and conditions set forth in this Agreement.

Ambius will provide City of Huntington Park with all service necessary to prepare, freshen, install and remove the holiday décor.

Ambius proposes:

Rent the attached listed holiday decor for \$5,112.90* annually.

Charge for delivery and installation is \$562.42*.

(*) These prices exclude applicable taxes.

1. THE SERVICES. Ambius will provide You with the holiday decor, replicas and further items described and for the prices set forth on the attached Quote (the "Services").

2. PAYMENT TERMS. Ambius will provide You with an annual, one-time invoice for the Services and items set forth on Quote. You agree to pay the invoice within ten (10) days. You will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. You may pay these invoices by 1) Electronic Funds Transfer (please contact eft.coordinator-us@ambius.com for information); 2) direct debit ; 3) bank check; or 4) credit card.

3. TERM AND EXPIRATION. This Agreement will be for a 36 month term unless otherwise set forth on Quote. All property being provided to You under this Agreement will remain the property of Ambius, and You will be responsible for any property that is damaged beyond reasonable use or otherwise not able to be recovered by Ambius at the end of this term. To the extent that You cancel this Agreement prior to the expiration of the term or a renewal term for no fault of Ambius, You agree to pay Ambius for 50% of the amount to be invoiced for the remainder of that term or renewal term. This amount constitutes liquidated damages and not a penalty, and is in recognition of the difficulty of Ambius in establishing the amount of damages or costs for any such early termination.

4. INSURANCE AND LIMITATION OF LIABILITY. The Company will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs, whether incurred by You or a third party, to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages. Additionally, Ambius is not responsible for any damage or harm to walls or structures caused by removal of material therefrom.

Ambius accepts no responsibility for decorative containers supplied by You or by Ambius once outside their manufacturer's warranty.

5. CUSTOMER RESPONSIBILITIES. Ambius assumes all responsibility for the care and maintenance of the plants and associated material being provided under this Agreement. Further, Ambius is not responsible for damage to the plants and material related to temperature extremes, light levels changed since installation, catastrophic events such as fire, floods or unexpected freezes, malicious or accidental damage by third parties, or interference by Your employees in the maintenance of the provided plants. Ambius is also not responsible for any damage or harm to walls or structures to the extent any material is required to be removed or taken down after being attached thereto. You will provide Ambius access to water. You must allow unrestricted access to the plants during normal working hours.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement and its Quote constitute the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

Authorization of this agreement indicates acceptance of the terms and requirements.

BILLING INFORMATION:
Q118467
City of Huntington Park
6550 Miles Avenue
HUNTINGTON PARK CA 90255

SERVICE ADDRESS:
City of Huntington Park
6550 Miles Avenue
HUNTINGTON PARK CA 90255

AMBIUS

CUSTOMER

By: _____
Printed Name:
Title:
Electronic Mail:

By: _____
Printed Name:
Title:
Electronic Mail:

Address:

Address:

Date Accepted by Customer: _____



August 15, 2016

Eva Rangel
 City of Huntington Park
erangel@hpca.gov
 Ph: 323-584-6318

Rental

50' Live Sequoia Light & Décor Package

50' Live Sequoia Tree- Customer Owned Tree: Warm-White C9 Twinkle Lights

- St. Nick's will install approximately 2,500 Warm-white C9 twinkle lights on 12" spacing stringer wire on customer owned live tree. Price includes installation and removal of lights.

Décor & Ornament Package: Custom Creation

- St. Nick's ornament packages come with ornaments and mesh. Every package is unique and designed specifically for your city by our tree designers. Commercial grade ornaments include different size balls, finials, jeweled balls and specialty ornaments to make your tree look beautiful and full. Tree will be decorated in Red, Gold and Burgundy ornaments for a traditional look.

5' Custom LED Red Bow Tree Topper

- 5' Custom LED red bow tree topper. Our tree toppers are available for rental and for purchase. Please see attached photo for reference.

Rental: 50' Live Tree Light and Décor Package, Installation and Removal
Purchase: N/A
Installation Date: Nov. 1-24, 2016
Removal Date: On or after January 7th, 2017
Installation Address: 6550 Miles Ave Huntington Park, CA 90255
Optional Insurance: Additionally Insured Certificate for \$350.00
 (Not included in the total cost, Please circle one)

Accepted or Denied

Rental

- 50' Live Sequoia Tree, Lights & Décor Package, 5' Red Bow Tree Topper Includes Installation & Removal.....	\$13,800.00
Installation, Removal services Year 2.....	\$13,800.00
Installation, Removal services Year 3.....	\$13,800.00
Installation, Removal services Year 4.....	\$13,800.00



To execute this agreement, please sign this proposal and the Terms and Conditions. Please note the payment schedule above. Upon receipt of initial payment, the dates of installation & removal will be secured. **This quote is valid for 30 days. Please note this price will change after** August. Prices are subject to change as the season approaches. Thank you.

Sincerely,

Nicholas Adams

Joe Castro

Authorized Signer

Printed Name

Date



3102 W. ALTON AVE.
 SANTA ANA, CA 92704
 Phone: (714) 436-0705
 Fax: (714) 436-0612

Proposal

PRP050892



TO
 City of Huntington Park
 Attn: Josette Espinosa
 3401 E. Florence
 Huntington Park, CA 90255
 USA
 Phone: (323) 584-6216 Fax:

Customer P.O. Number
Quote Date 4/19/16
Ship Date 11/23/16
Account Rep George Livermore

Ship Via INSTALL
F.O.B. Santa Ana
Payment Terms Net 30
Sales Tax Code LOS ANGELES

Customer ID: HUN022

SHIP TO
 City Of Huntington Park
 Attn: Josette Espinosa
 3401 E Florence
 Huntington Park, CA 90255
 USA

Line	Product ID	Description	UOM	Qty	Unit Price	Tax	Extended
1	LMLEDREFLECTIVWWH	Warm White LED Mini Lights, 5MM Reflective, 6" sp, Grn Wire (50 Bulbs)	Stranc	100	\$15.45	Y	\$1,545.00
2	LABOROTHER	Labor <i>to Install and Remove Warm White LED Mini Lights from Live Tree</i>	Each	1	\$3,000.00	N	\$3,000.00
3	TREEDECOR	Custom Tree Decor Package <i>Ornament Package includes 1,100 Ornaments of various sizes, finishes and shapes. Sizes range from 3" to 12"; shapes with Shiny and Matte Ornaments. We have allocated over 14 Ornaments per branch, which places the Ormentation Package as Medium in density. All of our Ornaments are pre-drilled and per-wired so they will not detach from the tree in heavy weather conditions. All our Ornaments are built with UV Inhibitors for years of use</i>	Each	1	\$8,000.00	Y	\$8,000.00
4	LABOROTHER	Labor <i>to Install and Removal Custom Ornament Décor Package</i>	Each	1	\$3,400.00	N	\$3,400.00

Terms & Payment Notes
 Please sign and email or fax to (714) 436-0612
 Install Date: Nov. 1-23, 2016
 Removal Date: Jan. 5-19, 2017



3102 W. ALTON AVE.
 SANTA ANA, CA 92704
 Phone: (714) 436-0705
 Fax: (714) 436-0612

Proposal

PRP050892



Line	Product ID	Description	UOM	Qty	Unit Price	Tax Extended
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Sub-Total	\$15,945.00
Misc. Fees	0.00
Freight	0.00
Discount	0.00
Tax	\$859.05
Total	\$16,804.05

ACCEPTED BY _____ DATE _____

AUTHORIZED SIGNATURE _____ DATE _____

NAME _____

Dekra-Lite Terms and Conditions

Warranty: We warranty to the original buyer that all of our displays and accessories will be free from manufacturer's defects. Under normal conditions of use and service, this protection is extended for six (6) seasons on all steel frames, five (5) seasons on garland, three (3) seasons on electrical wiring, and one (1) season on all computerized lighting modules. This warranty does not apply to light bulbs or light strands. Pole Mount displays are designed to withstand up to 40 mph winds with no ice load. Obligation under this warranty is limited to repairing or replacing any part that is found to be defective.

LED Light strands have a warranty for three (3) 60 day seasons or 25,000 hours, whichever comes first. Simply ship the product to us and we will replace the LED Light strand free of charge.

Frame Trees are covered by a ten (10) year warranty against defect under normal conditions and use.

All items not specifically listed are covered by a one (1) season (60 day) warranty.

Under this warranty, the company's obligation to repair or replace is on a non pro-rated basis.

Labor to install and the cost of shipping are not included in this warranty and are expressly in lieu of all other warranties expressed or implied. Bulb burnouts or electrical damage caused by the buyer or weather elements, or damage caused by rough handling in transit are not covered by this warranty. Therefore, units should be inspected and tested for bulb outage upon delivery and prior to installation. All merchandise is carefully inspected before packing and is packed in an approved manner in approved cartons when it leaves the warehouse.

For the purposes of this warranty 1season is defined as one installation and removal for a duration lasting no more than 60 days.

Return Policy: Any returned products under the following conditions will result in a 20% restocking fee and the customer will incur the freight charges: Customer ordered incorrect product. Never opened or used product for its intended purpose. No merchandise returns will be accepted without prior written authorization. Return requests will be accepted for credit if submitted and approved within 30 days of receipt of product.

Acceptance of Merchandise: All claims of merchandise delayed, lost or damaged in transit are the responsibility of the consignee/customer. When accepting shipment, claims of any missing cartons or visible damage must be noted on delivery driver's bill of lading or the receipt of delivery. All claims must be filed with the delivering carrier. Failure to properly file claims may result in refusal of the claim by the carrier.

General Terms: The parties agree to the following additional terms of this contract

This contract is governed by California law and is the entire contract between the parties, superseding all prior conversations and writings between the parties. In the event of a dispute arising out of this Contract, the parties shall arbitrate in Orange County before a single arbitrator selected through J.A.M.S./ENDISPUTE. Any judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in arbitration shall be entitled to its reasonable attorney's fees and costs.

A deposit of 50% plus any applicable sales tax is due upon execution of any contract with installation services, custom or special product. The balance is due on the installation date or upon shipping unless specified in payment terms on the proposal/order.

Cancellation and reductions are subject to a 20% restocking fee. Any amount not paid when due, is subject to a late charge of 1.5% per month (18% per annum). All payments are due according to the terms of each individual proposal/order.

Installation: All requested changes to the described work on the proposal/order will be subject to additional charges.

Installation dates are approximate and generally scheduled as a date range. All installation or ship dates specified are subject to change due to inclement weather, acts of God or unforeseen circumstances beyond our control. Changes may occur for reasons including but not limited to, weather conditions, property accessibility, early project completion, or acts of God.

Electrical Requirements: Owner is responsible for providing and maintaining adequate and functional electrical outlets adjacent to the proposed locations for lit decorations, tree lights and building lights. GFI receptacles can, will, and should interrupt power to décor or lighting in the presence of water or heavy moisture sometimes caused by rain, fog, dew, and sprinklers. Wet décor, lighting, outlets and surrounding areas may take several hours after exposure, and in some cases days, to completely dry before receptacles can be reset and power restored. Dekra-Lite is not responsible for outlets that will not reset due to the presence of moisture.

Lighting or décor outages must be reported to our operations department. Dekra-Lite is not responsible for unreported outages that we have never been made aware of.

Dekra-Lite is not responsible for any products damaged or lost due to vandalism, extreme weather conditions, or acts of God. This includes leased product. The owner accepts all responsibility while the décor is installed on their property. Dekra-Lite will make efforts when possible to replace such product for an additional charge.

Storage: Storage charges and dates begin upon removal of décor each year and end November 1st annually. Items not installed must be picked up or have a storage fee paid prior to November 1st of the current year. Unpaid storage or unclaimed items may be discarded without further notice.

Insurance: Our standard liability coverage limits are \$2,000,000.00 General Aggregate; 2,000,000.00 Products-Comp/Op Agg.; \$1,000,000.00 Personal & Adv. Injury; \$1,000,000.00 Each Occurrence; \$1,000,000.00 Automobile Liability; \$1,000,000.00 Workers' Compensation. Our excess liability coverage limits are \$2,000,000.00 General Aggregate; \$2,000,000.00 Products-Comp/Op Agg.; \$2,000,000.00 Each Occurrence. Other insurance requirements including special language, endorsements or additional coverage may be able to be obtained at the expense of the customer.



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

September 6, 2016

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

Dear Mayor and Members of the City Council:

RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS TO THE CALIFORNIA STATE PARKS HABITAT CONSERVATION FUND (HCF) PROGRAM TO DEVELOP THE DEPARTMENT OF WATER AND POWER (DWP) LOTS TO INCREASE OPEN SPACE, PROVIDE CONNECTIVITY, AND INCREASE PHYSICAL ACTIVITY OPPORTUNITIES FOR THE COMMUNITY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2016-38, approving the application for grant funds to the California State Parks Habitat Conservation Fund (HCF) Program for the development of the Los Angeles Department of Water and Power (LA DWP) lots to increase the open space, provide connectivity, and increase physical activity options for the community; and
2. Authorize the Director of Parks and Recreation to execute and submit all related grant application documents.

BACKGROUND

Under provisions of State Law, the program is administered by the Director of State Parks. The California Wildlife Protection Act of 1990 defines the Habitat Conservation Fund, which will continue annually through June 2020.

This State program provides funds to cities, counties, and eligible districts through a competitive application process. The HCF Program provides funding for projects to protect threatened species; establish wildlife corridors; create trails; and for nature interpretation programs which bring urban residents into park and wildlife areas. HCF grants may be combined with other eligible grants to fund a project. Other grants must have adequate costs that are the same as the HCF grant scope.

Per the eligibility criteria of the grant, staff identified and will apply for funding for the development of the (10) LA DWP lots located just south of Salt Lake Park, between Florence Avenue and Santa Ana Street. The lots are each approximately 100 feet wide and 250 feet long; the total approximate size is 6 acres. The HCF grant will be utilized to

RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS TO THE CALIFORNIA STATE PARKS HABITAT CONSERVATION FUND (HCF) PROGRAM TO DEVELOP THE DEPARTMENT OF WATER AND POWER (DWP) LOTS TO INCREASE OPEN SPACE, PROVIDE CONNECTIVITY, AND INCREASE PHYSICAL ACTIVITY OPPORTUNITIES FOR THE COMMUNITY

September 6, 2016

Page 2 of 3

develop the LA DWP lots to increase open space, provide connectivity, and increase physical activity to include walking paths and bike paths for the community. Staff requests the passage of the resolution approving the application for the grant funds from HCF.

FISCAL IMPACT/FINANCING

Preliminary estimated cost of developing all 10 LA DWP lots is \$745,517.50 – this does not include maintenance costs which will depend on the improvement option selected – please see attachment of preliminary estimated cost provided by the Engineering Department. It is important to note that based on current funding the City may proceed with this project by phases until we identify additional funding.

The City will request \$250,000.00 when applying for the HCF grant. The City is responsible for providing 100% matching of funds; therefore, the City is expected to match \$250,000.00.

Matching funds have been identified in the following accounts:

\$125,000.00 from CDBG – account number: 239-6010-451.73-10

\$125,000.00 from General Funds – account number: 111-0220-411.32.70.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Matching funds must be committed at the time of the application and cannot originate from State funding. Match can only be spent on eligible costs, indirect costs cannot be used as match, the grant and the required match amounts combined cannot pay for more than 25% of pre-construction costs of the total HCF project and the grant amount requested, cannot exceed 50% of the total project cost.

The California State Parks requires the City Council to adopt the recommended resolution to apply for the HCF Grant.

CONCLUSION

Upon City Council approval of the recommended actions, staff will execute and submit all grant application documents for funding of the development of the LA DWP lots.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager

RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS TO THE CALIFORNIA STATE PARKS HABITAT CONSERVATION FUND (HCF) PROGRAM TO DEVELOP THE DEPARTMENT OF WATER AND POWER (DWP) LOTS TO INCREASE OPEN SPACE, PROVIDE CONNECTIVITY, AND INCREASE PHYSICAL ACTIVITY OPPORTUNITIES FOR THE COMMUNITY

September 6, 2016

Page 3 of 3



JOSETTE ESPINOSA
Director of Parks and Recreation

ATTACHMENT(S)

- A. Resolution No. 2016-38, Approving the application for Grant Funds to the California State Parks Habitat Conservation Fund (HCF) Program
- B. Preliminary Estimated Cost of DWP Project – Engineering Department

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RESOLUTION NO. 2016-38

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK, CALIFORNIA,
APPROVING THE APPLICATION FOR GRANT
FUNDS FROM THE HABITAT CONSERVATION
FUND (HCF) PROGRAM**

WHEREAS, the people of the State of California have enacted the California Wildlife Protection Act of 1990, which provides funds to the State of California for grants to local agencies to acquire, enhance, restore or develop facilities for public recreation and fish and wildlife habitat protection purposes; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the HCF Program, setting up necessary procedures governing project application under the HCF Program; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete the project(s);

NOW, THEREFORE, BE IT RESOLVED that the City of Huntington Park City Council hereby:

Approves the filing of an application for the Habitat Conservation Fund Program; and

Certifies that said applicant has or will have available, prior to commencement of any work on the project included in this application, the required match and sufficient funds to complete the project; and

Certifies that the applicant has or will have sufficient funds to operate and maintain the project(s), and

Certifies that the applicant has reviewed, understands, and agrees to the provisions contained in the contract shown in the grant administration guide; and

Delegates the authority to Parks & Recreation Director to conduct all negotiations, execute and submit all documents, including, but not limited to

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applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the project.

Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 6th day of September, 2016.

Graciela Ortiz
Mayor

I, the undersigned, hereby certify that the foregoing resolution number 2016-39 was duly adopted by the City of Huntington Park City Council following a roll call vote:

AYES:

NOES:

ABSENT:

ATTEST:

Donna G. Schwartz, CMC
City Clerk

**CITY OF HU
ENGINEERII
PRELIMINARY OPINI
LINEAR PARK ON CITY OF LC**

NO.

- 1 4" A.C. PAVING ON COMPECTED NATIVE SOILD
- 2 TRASH RECEPTICALES
- 3 DECROATIVE STREET LIGHTS
- 4 HYDROSEED YARD AREA
- 5 PLANT 1 GAL. SHRUBS @ 4' ON CENTER
- 6 PLANT 5 GAL. SHRUBS @ 4' ON CENTER
- 7 IRRIGATION SYSTEM
- 8 BENCHES
- 9 WATER FOUNTAINS

COST PER BLOCK:

ESTIMATED COST FOR TEN BLOCKS:

CONTIGENCY

DESIGN

CONTRUCTION MANAGEMENT/INSPECTION

MAINTENANCE OPTIONS

OPTION 1:

MOW, WEED AND TRASH REMOVAL ONCE/WK FERTILIZE & AERATION OF TURF (
IRRIGATION MAINTENANCE & REPAIRS NOT INCLUDED

OPTION 2:

MOW WEEKLY, WEEDING AS NEEDED & TRASH REMOVAL 3 TIMES /WK FERTILIZI
IRRIGATION MAINTENANCE INCLUDED BUT REPAIRS NOT INCLUDED

OPTION 3:

MOW WEEKLY, WEEDING, DAILY TRASH REMOVAL, WEED ABATEMENT AS NEED
TURF AREAS DETHATCH ONCE/YR, AERATION 4 TIMES/YR, FERTILIZE 6 TIMES/



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

September 6, 2016

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 OF FUNDS FOR THE COMPLETION OF AN INFORMATION TECHNOLOGY PROJECT FOR THE POLICE DEPARTMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve budget appropriation of \$47,111.00 for account #229-7010-421.74-10 for the completion of an Information Technology Project for the Police Department.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This project which includes the purchase and installation of a server, upgrading mobile Data Computers, and obtaining a Symantec encryption license were approved during the May 3, 2016 City Council meeting however the project was not completed last fiscal year and the amount was not budgeted in the current fiscal year.

DISCUSSION

This project was previously approved by City Council during its regular meeting on May 3, 2016. The police department started this project soon after and placed the order for the associated equipment during FY 2015-2016 under Purchase Order #1496. Due to a delay beyond our control the project was not completed until FY 2016-2017. Re-appropriation of funds in FY 16/17 was not requested; however, with \$74,900 originally appropriated for the project and \$27,789 having been expended, the fund balance of \$47,111 is still available but must now be appropriated in FY 16/17.

**APPROVE APPROPRIATION OF FUNDS FOR THE COMPLETION OF AN
INFORMATION TECHNOLOGY PROJECT FOR THE POLICE DEPARTMENT**

September 6, 2016

Page 2 of 2

FISCAL IMPACT/FINANCING

The total fiscal impact for this requested expenditure is \$47,111.00 to be drawn from the Police Forfeiture Fund, account, #229-7010-421.74-10.

CONCLUSION

Upon Approval by the City Council, the Finance Department will appropriate \$47,111.00 for account #229-7010-421.74-10.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

A. Staff Report dated May 3, 2016



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

May 3, 2016

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 REQUEST TO PURCHASE NEW COMPUTER HARDWARE & SOFTWARE FOR POLICE DEPARTMENT INFORMATION TECHNOLOGY SECTION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the Finance Director to budget and appropriate the amount of \$74,900 from the Police Forfeiture Fund #229-7010-421.74.10 to be fully expended on the project described during the current FY 15/16.
2. Authorize the services of LAN WAN, acting as a single source option, to install and implement newly purchased hardware and software; and
3. Authorize the Chief of Police to acquire hardware and other associated equipment, software and labor costs needed to complete this project.

BACKGROUND

As a Law Enforcement agency, the police department has access to privileged law enforcement data that is monitored and audited by the California Department of Justice, Client Services Program. The Police Department must comply with federal mandates which are described in the Criminal Justice Information Services (CJIS) Security Policy.

In order to comply with CJIS mandates the Police Department completed two projects. First, the Police Department implemented a software solution which complies with the CJIS encryption FIPS 140-2 standards for mobile access. Second, the Police Department instituted a second form of Advanced Authentication or 2FA (two factor authentication) as it is commonly known.

APPROVE REQUEST TO PURCHASE NEW COMPUTER HARDWARE & SOFTWARE FOR POLICE DEPARTMENT INFORMATION TECHNOLOGY SECTION

May 3, 2016

Page 2 of 3

These projects were completed under the guidance of our previous IT. Currently the 2FA system and encryption have been unstable at best and have been unreliable. Due to outdated infrastructure of our department servers (+/-15 years old) and dated equipment. We have consulted with our new IT contractor (LAN WAN) and they recommend replacing a server, upgrading the Mobile Data Computers, and obtaining a Symantec encryption license. The proposal for these projects is \$74,900.00

FISCAL IMPACT/FINANCING

The total fiscal impact for this requested expenditure is **\$74,900.00**, to be drawn from the "Police Forfeiture Fund" / Account #229-7010-421.74-10, which has a balance of \$277,027.60 for FY15/16.

PROJECT NAME	PROJECT LIST		TOTAL
2FA Server	HP DL380 G9 SSD	15,000.00	
	Microsoft Windows Server 2012R2 & 100 Cals	2,500.00	
	Labor Hyper V Host Setup Build RAID Install OS Hyper-V	4,800.00	
	Labor Migrate the 2FA server with all roles	4,800.00	
	Labor Migrate Netmotion server with all roles	4,800.00	
	Labor Migrate CA Server	3,200.00	
	Total		35,100.00
Upgrade MDC's	2 GB RAM (50)	1,000.00	
	Licenses: Windows 7 pro (25)	5,000.00	
	Card Readers	4,000.00	
	MDC SSD HDD (25)	2,500.00	
	Labor 25 & 10 Total of 35 Laptops	20,000.00	
	Total		32,500.00
Symantec Encryption	Symantec Encryption License	2,500.00	
	Labor Symantec Encryption	4,800.00	
	Total		7,300.00
	Grand Total		74,900.00

RECOMMENDATIONS

Lan Wan is considered by the police department to be very reliable with projects of this size and nature. It is recommended that Lan Wan be considered as the single source option for the described upgrade, for these reasons:

1. Lan Wan is highly familiar with the department's IT infrastructure and has cleared all background checks, as required by California Law Enforcement Telecommunications (CLETS). As part of their work expectations, Lan Wan IT engineers have access to police department resources, including sensitive and confidential data.
2. Should the department be forced to consider an outside IT source for this upgrade, not only would it be disruptive to the police department's day to day operations, there would be a significant cost and delay involved in background checks to provide clearance and access to the department's database.

**APPROVE REQUEST TO PURCHASE NEW COMPUTER HARDWARE &
SOFTWARE FOR POLICE DEPARTMENT INFORMATION TECHNOLOGY SECTION**

May 3, 2016

Page 3 of 3

3. Estimates and recommendations to replace the described hardware, provided by Lan Wan, have been corroborated by the police department's Administrative IT coordinator, who has ensured said estimates are in line with known industry pricing.

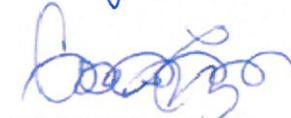
CONCLUSION

Upon approval by the City Council, Chief of Police to purchase the hardware and other associated equipment, software and labor costs needed to complete this project.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



COSME LOZANO
Chief of Police

CITY OF HUNTINGTON PARK

**City Council Meeting Agenda
Tuesday, September 6, 2016**

REGULAR AGENDA

POLICE

- 10. Alcohol Beverage Control (ABC Grant)**

DISCUSSION ONLY



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

September 6, 2016

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

Dear Mayor and Members of the City Council:

APPROVE FIRST AMENDMENT OF CONTRACT FOR INDUSTRIAL / COMMERCIAL FACILITIES CONTROL PROGRAM INCLUDING INSPECTIONS FOR COMMERCIAL/INDUSTRIAL ILLEGAL CONNECTION AND DISCHARGES FOR STORMWATER

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve first amendment of contract services for mandated industrial/commercial stormwater compliance to facilitate the contract term coinciding with the regulatory term; and
2. Authorize the City Manager to execute the amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park is one of 86 municipal Permittees identified in the December 13, 2001 Coastal Los Angeles County Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit issued by the Los Angeles Regional Water Quality Control Board (LARWQCB), which was renewed on November 8, 2012 and became effective on December 28, 2012. These Permits direct that Permittees, including the City of Huntington Park, conduct water quality inspections of businesses that can be potential sources of pollutants that have been identified as impairing water quality in Reach 2 of the Los Angeles Rivers. As examples, restaurants maybe sources of bacteria, auto repair facilities maybe sources of copper, lead and zinc, industrial facilities maybe sources of manufacturing materials, and all might be sources of trash. These inspections were previously identified as Critical Source and Industrial Permit inspections, while the current permit refers to them as Industrial/Commercial (I/C) Facility Inspections. The City was to have completed two cycles of inspections prior to 2012, a third by December 28, 2014, and a fourth by December 28, 2017.

APPROVE FIRST AMENDMENT OF CONTRACT FOR INDUSTRIAL / COMMERCIAL FACILITIES CONTROL PROGRAM INCLUDING INSPECTIONS FOR COMMERCIAL/INDUSTRIAL ILLEGAL CONNECTION AND DISCHARGES FOR STORMWATER

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In the latter half of 2015, the LARWQCB approved the Los Angeles River Upper Reach 2 Watershed Management Program (WMP) Plan, which includes the City of Huntington Park and six neighboring cities. This created additional urgency to undertake the backlog of inspections and a Request for Proposals was issued in late 2015, using an assumed number of, and cost per, inspection category. At the February 16, 2016 City Council Meeting, CWE Corporation was selected from four firms based on local experience, reputation, and lowest estimated cost based on the assumed data. The Contract Services Agreement identified a first year term of March 1, 2016 to February 28, 2017, with up to five, one year renewals.

Following contract execution, CWE reviewed previously submitted annual reports and converted a copy of the City Business License Database to match the business categories identified in the MS4 Permit. No inspections records for the period prior to 2012 could be identified and the contract assumed 250 inspections ballooned to approximately 550 facilities. In the Industrial General Permit (IGP) category, only sixteen of approximately 160 businesses had obtained the required state permit. In order for the City to demonstrate significant progress against the nearly twelve year inspection back log, prior to the conclusion of the MS4 Permit reporting period on June 30, 2016, CWE developed a schedule in consultation with LARWQCB staff and completed 549 facility inspections and site visits, in only ten weeks, within the budgeted contract amount of \$80,000. This was accomplished by converting expensive IGP inspections, which approximately 150 businesses would have automatically failed, into a newly created temporary educational visit category to guide those businesses towards obtaining the state IGP.

At City staff's request, CWE also assisted in identifying inspection fee amounts, that were adopted with the Fiscal Year 2016-17 Budget and became effective on July 1, 2016, so that beginning with this year, the cost of these inspections could be shifted out from the City General Fund and become a cost to the businesses which the City must inspect as a requirement of compliance with the MS4 Permit.

Currently, the MS4 Permit Reporting Period tracks the July 1 to June 30 Fiscal year, while the Contract Services Agreement uses a March 1 to February 28 annual term, that is not synchronized with those other more critical periods. Had CWE not compressed its planned one year inspection program into ten weeks and coordinated with Board staff to substitute an educational visit for a formal inspection that most businesses would have failed, the City would have been out of compliance with its MS4 Permit, likely for a thirteenth year in a row. While CWE is currently in compliance with the Contract Services Agreement, it must now suspend additional inspections until after March 1, 2017, risking the substantial investment in business education towards

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obtaining the required IGP and being able to again report MS4 Permit compliance by June 30, 2017.

In order to synchronize budgeting, permit reporting, and facilitate orderly future annual inspections, the City Council is asked to authorized a first amendment to the Agreement with CWE that would revise the first year agreement term to run from March 1, 2016 through June 30, 2016, and all subsequent terms to track the City Fiscal Year Budget Calendar of July 1, to June 30, beginning with July 1, 2016.

FISCAL IMPACT/FINANCING

As the first year's inspections were completed within the 2015-16 budgeted amount, while subsequent inspection costs should be partially or entirely recovered through the newly instituted inspection fee that became effective on July 1, 2016, this action should have no adverse impact on the City budget and to the contrary, may allow inspection costs incurred to prior March 1, 2017, to be recovered during this fiscal year, rather than deferred for collection into fiscal year 2017-18.

Funds for the IC/ID Inspection services are currently budgeted for FY 2016-2017 in account 111-8030-461-56-42 and this contract will remain a not to exceed dollar amount of \$80,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City of Huntington Park is one of 86 municipal Permittees identified in the December 13, 2001 Coastal Los Angeles County Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit issued by the Los Angeles Regional Water Quality Control Board (LARWQCB), which was renewed on November 8, 2012 and became effective on December 28, 2012. These Permits direct that Permittees, including the City of Huntington Park, conduct water quality inspections of businesses that can be potential sources of pollutants that have been identified as impairing water quality in Reach 2 of the Los Angeles Rivers. As examples, restaurants maybe sources of bacteria, auto repair facilities maybe sources of copper, lead and zinc, industrial facilities maybe sources of manufacturing materials, and all might be sources of trash. These inspections were previously identified as Critical Source and Industrial Permit inspections, while the current permit refers to them as Industrial/Commercial (I/C) Facility Inspections. The City was to have completed two cycles of inspections prior to 2012, a third by December 28, 2014, and a fourth by December 28, 2017.

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CONCLUSION

Upon Council approval, the recommended actions will be implemented.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Michael J. Ackerman, RCE
Acting Director of Public Works/City Engineer

ATTACHMENTS

- A. Draft First Amendment to Contract
- B. Urban Stormwater Inspection Services Contract



2016

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT

(Engagement: Urban Storm Water Inspections Services for the City)

(Parties: City of Huntington Park – CWE)

THIS FIRST AMENDMENT (the “First Amendment”) to Consultant Services Agreement for Urban Storm Water Inspections Services for the City is made and entered into this ____ day of _____ by and between the City of Huntington Park, a municipal corporation (hereinafter, “City”) and CWE (hereinafter, “Consultant”). For the purposes of this Agreement City and Consultant may be referred to collectively by the capitalized term “Parties.”

RECITALS

This First Amendment is made and entered into with respect to the following facts:

WHEREAS, on or about March 1, 2016, the Parties executed and entered into that certain agreement titled, Contract Services Agreement for Urban Storm Water Inspections Services for the City (hereinafter, the “Master Agreement”) which is attached hereto as Exhibit “A”; and

WHEREAS, the City desires to continue to receive the Urban Storm Water Inspections Services for the City provided by Consultant and Consultant desires to continue providing the Urban Storm Water Inspections Services for the City; and

WHEREAS, Consultant has represented to City that it has the requisite skill and experience to safely and competently perform the desired professional services; and

WHEREAS, Section 6.16 of the Master Agreement provides for written amendments and modifications if approved by both Parties.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Term. Section 1.2 of the Master Agreement is hereby amended to be replaced with the following: This Agreement shall have a the first year agreement term from March 1, 2016 through June 30, 2016, and all subsequent terms of July 1, to June 30, beginning with July 1, 2016. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of five (5) 1-year extensions of terms, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

2. Except as otherwise set forth in this First Amendment, the terms of the Master Agreement shall control. This First Amendment together with the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

3. In the event of any conflict or inconsistency between this First Amendment and the Master Agreement, the provisions of this First Amendment shall control, but only to the extent necessary to resolve the conflict or inconsistency.

4. This First Amendment may be executed in counterparts, which together shall comprise a single instrument.

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to the Master Agreement to be executed on the day and year first appearing above.

CITY OF HUNTINGTON PARK:

CWE

By: _____
Edgar P. Cisneros, City Manager

By: _____
Gerald Green

Date: _____

Its: _____

APPROVED AS TO FORM:

Date: _____

By: _____
Arnold M. Alvarez-Glasman
City Attorney

Date: _____



URBAN STORM WATER INSPECTION SERVICES

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this **1st day of March 2016** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and CWE (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY an

I.

ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term of 1-year commencing from March 1, 2016. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of five (5) 1-year extensions of terms, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$80,000.00 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.

1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR

shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Director of Public Works, Engineer and the Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;

- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR

in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual

orientation, national origin, ancestry, age, physical or mental disability or medical condition.

- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify,

insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and

approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due

to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written

notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of

Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation

of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
- iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
- iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction

or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:
CWE
1561 E. Orangethorpe Ave, Ste #240
Fullerton, CA 92831
Attn: Jason Pereira
Phone: (714) 526-7500 ext: 211
Fax: (714) 526-7004
Email: jpereira@cwecorp.com

CITY:
City of Huntington Park
Engineering and Public Works
Dept.
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Michael Ackerman
Phone: (323) 584-6253
Fax: (323) 588-4577

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR:** CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

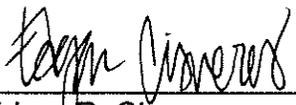
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 **COUNTERPARTS:** .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

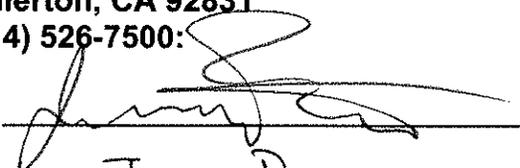
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

By: 
Edgar P. Cisneros
City Manager

CWE

1561 E. Orangethorpe Avenue, Ste #240,
Fullerton, CA 92831
(714) 526-7500:

By: 
Name: Jason Pereira

Title: Principal

APPROVED AS TO FORM:

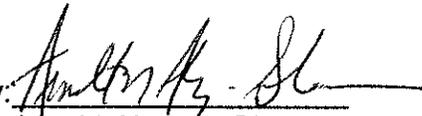
By: 
Arnold Alvarez-Glasman
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Introduction per MS4 permit

Since 2001, all Permittees in Los Angeles County Region have been required to inspect commercial/industrial facilities as well as catch basin maintenance that the city owns or operates with different frequencies. Per the previous MS4 permit issued by Order 01-182, the default inspection frequency for Industrial/Commercial facilities was twice during the five (5) year term of the Order, and that there is a minimum interval of one year.

On November 8, 2012, the California Regional Water Quality Control Board in Los Angeles Region issued the new MS4 permit for the cities in the Los Angeles County including Los Angeles County Flood Control District per Order No R4-2012-0175. The new MS4 permit, thereafter, requires several new and continued implementation requirements including that the Municipalities implement an Industrial/Commercial Facilities Control Program (Inspection Program) as addressed on Section VI.D.6.d & e. of Order No. R4-2012-0175.

The new permit requires to develop and implement a Progressive Enforcement Policy to ensure that (1) regulated Industrial/Commercial facilities, (2) construction sites, (3) development and redevelopment sites with post-construction controls, and (4) illicit discharges within a reasonable time period as specified in the Order briefly described as following:

- Inspect Commercial Sources:
Inspect all commercial facilities identified in Part VI.D.6b twice during the 5-year term of the Order, provided that the first mandatory compliance inspection occurs no later than 2 years after the effective date of the Order. A minimum interval of 6 months between the first and second inspection is required.
- Inspect Industrial Sources:
Inspect all industries no later than 2 years after the effective date of the Order. A minimum interval of 6 months between the first and the second inspection is required.

General Requirements

- 1) Inspection for Commercial/Industrial Illicit Connection and Discharge (IC/ID). This Inspection program is one component of the City's overall illicit connection and Discharge Detection including city's storm drain map, ordinances, reporting, and record keeping.

The inspection details City's approach to illicit connection and discharge related requirements of MS4 permit. It fulfills a portion of the requirements for minimum control

measure (MCM) of the City's Storm Water Management Plan, and also includes an approach for investigation and elimination of pollutants at the point of source.

The City is required for administering the plan compiling compliance data for annual reporting to the State Water Quality Control Board. There are three types of inspections considered - "routine inspections", "priority inspections" and "on-call" inspections. "Routine" inspections are conducted at Identified/Targeted Businesses as described on Section VI.D.6.b.i & ii. If a business shows evidence of active non-storm water pollutant discharges during a routine visual inspection, it is subject to "priority" inspection requiring an appropriate follow up. "On-Call" inspections are conducted when a complaint is filed with the City following reported or referred non-storm water discharge or pollutant exposure.

The routine visual inspection program can be broken down into a list of commonly high probability locations where illicit discharges may occur as follows:

- Past Problems - Areas where problems have occurred in the past. This may include locations with known problematic water quality data as well as areas where numerous complaints have been received;
- Older Areas - Areas within the community that are older and may be more suspect of illegal connections and/or have deteriorating sewer lines leading to storm water infiltration; and
- Commercial/Industrial Areas- Key development areas within the city of commercial or industrial users that have historically significant numbers of illegal connections or water quality concerns.

2) Inspection for Post Construction BMPs

BMPs are control measure taken to address post-construction storm water management from a new private development and redevelopment. All BMPs are put in place to mitigate the effects of development and redevelopment by reducing the amount of storm water runoff while improving the quality of the water that enters the public storm drain systems. Having BMPs in place and being well maintained is critical in achieving the water quality requirements.

In general, BMPs and Storm Water Management facilities include constructed infiltration systems, detention facilities, specific landscaping elements like bio-retention systems, and various manufactured systems. All types of BMPs are designed to mitigate the effects of development and redevelopment by reducing runoff volume and rates while promoting the removal of pollutants and improving runoff quality.

Although all BMP and Storm water Management facilities are installed and constructed unless they are properly maintained, these storm water control facilities will not function correctly and impact water quality.

Pursuant to the post construction BMP Maintenance and Operation Agreement with the City, it is the responsibility of the owner(s) to maintain the facility in good working order. In turn, the City's role and responsibility is to assess such facilities every two years to ensure proper maintenance is being performed in accordance with the suggested maintenance schedule for each facility. The maintenance agreement provides the City with authority to conduct inspections of post BMPs and Storm Water Management Facilities.

3) The Report and Tracking Systems:

The City is required to file an annual report with the Los Angeles Water Quality Control Board on its effort to meet the requirements of minimum control measures (MCM).

The report would include inspections and maintenance data inventories from all commercial and industries, post BMPs and catch basins. These data would be compiled into a database. The various visual inspection and maintenance protocols to be used by the City will be summarized and compared to the annual cost per unit. The report methods and results will be described in a final report as described on Sections of the Order. A final report to be posted on the City Website and others if applicable.

TASK NO. 1: PROJECT DEFINITION AND PROGRAM DEVELOPMENT

An initial meeting of inspection staff members and City staff will be convened as kick-off meeting to review and confirm the detailed project scope, objectives, and other pertinent project details. During the meeting, inspection criteria and parameters will be discussed and established for each of the various elements which will be incorporated into the work. Also, at such time the Contractor will prepare its proposed inspection checklist and forms. A meeting will be set with the City to review in detail and finalize to the City's satisfaction. A joint field visit with the City's Engineering staff can/will be set to field verify all initial findings.

The Contractor shall meet and/or communicate with City Staff and/or other agencies, as necessary, to coordinate for the inspection. For each meeting an agenda and notes will be prepared by to summarize issues discussed and for distribution to City and others at each meeting.

TASK NO. 2: RESEARCH AND INVENTORY DATABASES FOR COMMERCIAL, INDUSTRIAL BUSINESSES

This task determines all commercial and industrial businesses within the City, priority areas, hot spots, and visual screening as priority areas for potential illicit connection and/or discharges. Once locations and areas are determined, inspection and visual observation plans and/or map for a multi-faceted discharge will be conducted to identify illicit discharges within the City and/or site. At the conclusion of this task, a comprehensive concept plan/map will be compiled for the City and site locations.

To achieve this goal the Contractor will develop a multi-faceted approach.

TASK NO. 3: COMMERCIAL/INDUSTRIAL INSPECTION

The inspection program is to monitor and reduce pollutants from non-storm water discharges to the MS4 system from industrial and commercial businesses through facility inspections. Inspection staff will perform a comprehensive field research and visitation to document and verify existing conditions. This includes visually identifying existing facilities of the site and field marking features.

This effort will also entail review of drainage characteristics, surface BMPs features, general description of the site, recommendations to improve water quality, and other visual pollutants within the area during inspection. Inspection staff will typically take an educational aspect in order to inform or remind the facility owner or manager about the new storm water regulations and how to prevent discharges to the storm drain system.

At the conclusion of this task, a comprehensive plan/map and report will be compiled including documented findings and photographs during conduct of field inspection. Copies of the labeled photographs will be provided to the City.

- Inspector will visit to conduct visual inspection at the targeted/identified businesses and provide identification of the business operation, maintenance and discharge practices with the on-site facility representative.
- The inspector will also conduct to evaluate potential pollutant and pollutant exposure impacts on the storm drain system from the businesses.
- The Inspection staff also strive to educate in order to inform or remind the facility owner or manager of business about the new storm water regulations and how to prevent discharges to the storm drain system.

TASK NO. 4: REPORT

Implementing GIS integration of the as-built records along with the cooperation by all parties and field investigation are important components to achieve a success in water quality management programs.

The Contractor's inspection staff will examine the facility, note the in-field conditions, take photos and then compare the field conditions to the original plans for the facility. Inspection staff will document the observed conditions of the relevant infrastructure and create an inspection report based on the facilities maintenance requirements.

They will complete a field form. This data will be incorporated into an electronic database containing geographic references that allow the outfall information to be mapped and otherwise integrated with a GIS tracking system.

All requirements of the MS4 Permit regarding IC/ID inspections, monitoring, record keeping, reporting, etc. shall be included in the bid and the scope of work and be performed and prepared by the Contractor and provided to the City.

The Contractor shall obtain any needed absorption and hazardous chemical test & reports.

The Contractor shall provide comprehensive services to complete all recommended tasks including preparation of the field walk inspection services, report and coordination with agencies for a total of Not-To-Exceed Fee as addressed on the attachment hereon. The deliverables will be as mentioned in this proposal and include all requirements of the MS4 Permit regarding IC/ID inspections, monitoring, record keeping, reporting, etc. shall be included in the bid and the scope of work and be performed and prepared by the Contractor and provided to the City.

Public Relations

The Contractor shall endeavor to maintain good public relations at all times with the public. All work shall be conducted in a manner which will cause the least possible interference with or annoyance to the public.

Invoices

Contractor shall be required to submit invoices on a monthly basis. Invoice format shall include but not be limited to a list of each location that Urban Storm Water Inspection operations took place. Failure to submit invoices in this format may result in non-payment until these requirements are met.

Holidays The following ten (10) days are City holidays:

New Year's Day	Labor Day
Martin Luther King's Day	Veteran's Day
President's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day thru January 1st

Emergency and After-Hour Inspection Service

The Contractor shall be required to provide emergency on-call response for any reason. Emergency calls may occur at any given time. The Contractor will be provided with

locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within one (1) hour during normal business hours of operation and two (2) hours outside of normal business hours of operation from the initial telephone call.

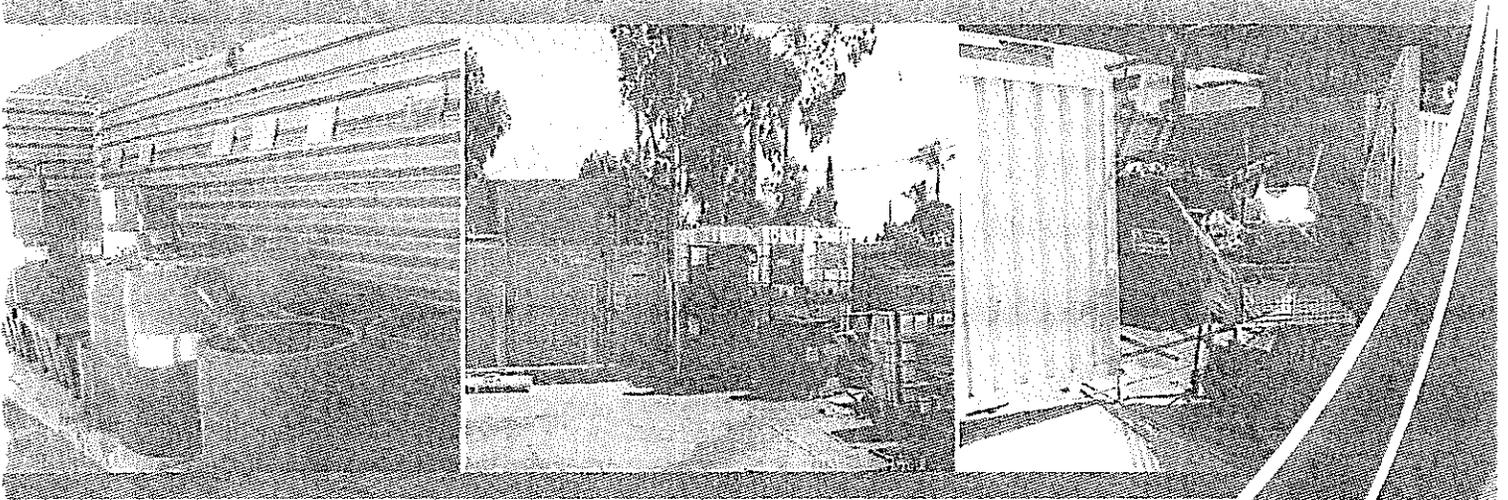
Contractor shall be required to provide twenty-four (24) hour emergency phone number and names of contact individuals upon award of Contract. Should the contact persons or their phone numbers change during the course of the Contract, those changes shall be submitted to the City within two (2) working days.

EXHIBIT B



Proposal to Provide
Urban Stormwater Inspection Services

January 27, 2016



SUBMITTED TO:

City of Huntington Park
Office of the City Clerk
6550 Miles Avenue
Huntington Park, California 90255

SUBMITTED BY:



1561 E. Orangethorpe Avenue
Suite 240
Fullerton, California 92831
(714) 526-7500 TEL | (714) 526-7004 FAX | www.cwecorp.com



CWE
1561 E. ORANGETHORPE AVENUE
SUITE 240
FULLERTON, CA 92831-5202
(714) 526-7500 PHONE
(714) 526-7004 FAX
www.cwecorp.com

January 27, 2016

City of Huntington Park
Office of the City Clerk
6550 Miles Avenue
Huntington Park, California 90255

Cover Letter
Proposal to Provide Urban Stormwater Inspection Services

Dear Selection Committee,

CWE is pleased to submit this proposal to provide the City of Huntington Park (City) with Urban Stormwater Inspection Services. This proposal describes our qualifications and identifies the roles and responsibilities of our talented key personnel who are readily available to provide inspection services to the City.

Our staff is comprised of experts who are highly experienced in conducting Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit inspections. CWE is currently providing the City of Glendora with NPDES Permit and Water Quality Administration services, including industrial/commercial inspections for 648 facilities over a six-month span. CWE provided services to the City of San Gabriel, including inspections for over 200 food service establishments. We have also conducted industrial/commercial facility inspections for the City of Covina while being shadowed by City personnel to provide firsthand training on how to implement required inspections and enforcement actions to comply with the MS4 Permit. Our staff's experience and knowledge will ensure that inspections are completed in a timely, cost-effective manner.

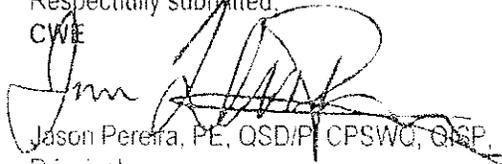
Contact Person: Jason Pereira
Title: Principal
Address:
1561 E. Orangethorpe Avenue
Suite 240
Fullerton, California 92831
Telephone: (714) 526-7500 Ext. 211
Email: jpereira@cwecorp.com

CWE accepts all conditions listed in the City's sample Professional Services Agreement as included in the Request for Proposals (RFP). This submittal is valid for a period of 90 days.

CWE submits this proposal not simply as an expression of interest, but as a personal statement of our commitment to providing the leadership and resources necessary to yield timely and responsive services to the City. We welcome the opportunity to further discuss our qualifications. If you have any questions or require additional information, please contact me at the telephone or email listed above.

Respectfully submitted,

CWE


Jason Pereira, PE, QSD/P, CPSWC, GISP, IGP/CGP-ToR
Principal



1. Approach

CWE understands that to ensure compliance with the 2012 Los Angeles County National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Urban Stormwater Inspection Programs (critical source industrial/commercial inspections, new development and redevelopment post-construction Best Management Practice (BMP) inspections, and emergency and after-hour inspections), it is essential that the City of Huntington Park (City) retain the services of knowledgeable and well-qualified consulting firm, with experienced inspectors that have a thorough understanding of stormwater regulations, source controls, treatment BMPs, good housekeeping practices, Stormwater Pollution Prevention Plan (SWPPP) requirements and implementation, and proper education of facility operators on BMP implementation and maintenance. Urbanized stormwater inspection services are very specialized in nature, and require the expertise of a firm whose primary focus is on stormwater permit compliance. Information on CWE's experience performing the tasks requested in the solicitation is provided in Sections 3 and 4.

Task 1 – Project Definition and Program Development

CWE understands that communication is essential to successful completion of projects on schedule and within budget. Following the issuance of the Notice to Proceed (NTP), the CWE inspection staff and City Project Manager will meet for a kickoff meeting to reiterate the project goals, including: the task, proposed schedule, proposed inspection (industrial/commercial and post-construction BMP) checklist forms, methods of delivery for interim and final project deliverables, and any City policies and implementation preferences. At this time, the CWE and City Project Manager will coordinate a joint field visit to field verify findings during initial inspections. Once verified, important findings regarding discharge violations will be promptly communicated to the City's Project Manager or Code Enforcement Officer as directed. CWE will prepare and electronically submit a meeting agenda within two (2) days of each meeting with the City. Meeting summaries will be prepared and electronically submitted to the City within five (5) business days after the meeting date.

Deliverables:

- At the request of the City Project Manager, CWE will attend no more than four (4) meetings with the City
- Draft industrial/commercial inspection checklist form
- Draft post construction BMP inspection checklist form
- Final industrial/commercial inspection checklist form
- Final post-construction BMP inspection checklist form

Task 2 – Research and Inventory Databases for Industrial/Commercial Businesses

To determine the number of critical source industrial/commercial facilities within the City, CWE will review priority areas, hot spots, Stormwater Multiple Application and Reporting Tracking System (SMARTS), and the City's business license database. It is assumed that City staff will electronically transmit information to CWE about past illicit connections and illicit discharges, in addition to the City's current business license database information in an editable format, such as Microsoft Excel. CWE will review the provided information and identify industrial and commercial sites that are defined as critical sources of stormwater pollution in the Los Angeles County MS4 NPDES Permit, namely restaurants, automotive service facilities,



retail gasoline outlets, automotive dealerships, nurseries, US Environmental Protection Agency (USEPA) Phase I Facilities, other federally mandated facilities, and industrial/commercial facilities in problem areas. The facility list will be compiled and submitted to the City for review and comment. Requested modifications to the facility list will be incorporated prior to proceeding with inspections.

Deliverables:

- Draft critical source industrial/commercial facility inspection list
- Final critical source industrial/commercial facility inspection list

Task 3 – Urban Stormwater Inspection

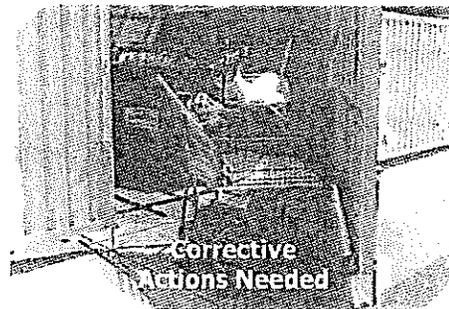
The following describes CWE's technical approach to conducting industrial/commercial inspection, post-construction BMP verification inspection, and emergency after-hour inspection services.

Task 3.1 – Critical Source Industrial/Commercial Inspections

Upon approval of the critical source industrial/commercial facility inspection list and inspection checklist and forms, CWE will perform the stormwater compliance inspections. Industrial/commercial facility inspections and/or follow-up inspections will be conducted in accordance with the Los Angeles County MS4 NDPES Permit and CWE's inspectors will utilize the approved inspection checklist forms to ensure that pertinent questions and observations are completed according to the City's expectations.



Prior to each inspection the CWE inspector will review existing information and the regulatory history for each site, as provided by the City. Upon site arrival, our qualified inspectors will follow strict inspection entry procedures and always identify themselves to the facility owner/operators, present their credentials, explain the purpose of the inspection, and explain the laws and mandates that require the inspection. CWE inspectors will be prepared to answer typical questions that facility owner/operators may have regarding the background and requirements of the industrial and commercial site inspection program. During each site inspection, CWE inspectors will distribute appropriate educational materials to assist owner/operators with the implementation of BMPs. We assume that City staff will provide CWE with printed educational materials for distribution. In addition, each inspector will brief the owner/operators on the impacts of urban runoff, describe local water bodies, pollutants of concern, and cost-effective BMP measures that can be incorporated to eliminate pollutant discharges to the storm drain system.

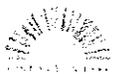


Site inspections will be performed in the presence of the facility manager or other responsible party and will consist of a comprehensive examination of the facility and outdoor activities with the potential to generate urban runoff pollution. Throughout the inspection, our inspectors, using a handheld tablet, will take note of

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BMPs implemented, assess BMP effectiveness, identify BMP deficiencies, document non-stormwater discharges and illicit connections, comment on missing BMPs that are identified in the facility's SWPPP (if applicable), and photograph areas of concern. CWE's inspector will engage the facility manager/responsible party, and other facility staff encountered, in conversation about stormwater runoff and pollution prevention measures implemented to gauge the level of staff training. The CWE inspector will also work with the facility manager/responsible party to identify deficiencies and provide examples of BMP solutions that could be implemented to mitigate the deficient condition. CWE's inspectors are trained to engage the facility manager/responsible party in a friendly, non-threatening manner to encourage cooperation and a good working relationship.

At the conclusion of the inspection, our inspector will summarize any observations or violations on the inspection form and discuss corrective actions with the facility manager/responsible party. For facilities with major and critical deficiencies, a correction notice will be issued, and a follow-up inspection date will be noted to the facility manager/responsible party.

Throughout the course of the facility inspections, CWE inspectors will keep the City's Project Manager apprised of major findings, violations, and/or discharge violations. These findings will be immediately communicated to the City's Project Manager for appropriate steps and enforcement action. Facilities that continue to be a persistent problem will also be referred to the City's Code Enforcement. It is assumed that City Code Enforcement staff will handle enforcement action for non-compliant facilities after one (1) CWE follow-up inspection.

Deliverables:

- Conduct critical source industrial/commercial facility inspections and follow-up inspections, and provide electronic reports (with pertinent photographs) documenting the number of industrial and commercial facility inspections performed

Task 3.2 – Post-Construction BMPs Inspections

CWE's personnel have considerable experience performing stormwater compliance inspections of installed post-construction BMPs. The post-construction BMP inspections are essential to ensure that the BMPs are installed and maintained according to the City-approved grading and/or improvement plans and Standard Urban Stormwater Mitigation Plan (SUSMP). CWE's inspectors will conduct post-construction BMP inspections to verify the proper construction and installation of Low Impact Development (LID) measures, structural BMPs, treatment control BMPs, and hydromodification control BMPs. Inspectors will use the approved post-construction BMP inspection form to document all pertinent information and observations. Inspections will consist of inspecting the BMPs for functionality and other relevant industry standards. At the conclusion of the inspection, CWE's inspector will summarize all findings and corrective actions necessary. For BMPs with major and critical deficiencies, a follow-up inspection will be scheduled to ensure the appropriate modifications have been performed prior to the issuance of occupancy certificates.

Deliverables:

- Conduct post-construction BMP inspections and follow-up inspections, and provide electronic reports (with pertinent photographs) documenting the number of post-construction BMP inspections performed

City of Huntington Park





Task 3.3 – Emergency and After-Hour Inspection Services

At the discretion of the City, CWE inspectors are available to respond to emergency and after-hour inspection requests to achieve and maintain compliance with the current MS4 Permit. Upon receiving the location of the emergency and/or after-hour inspection request from the City Project Manager, CWE will respond within one (1) hour during normal business hours and two (2) hours during after-hours from the time of the initial telephone call.

CWE will provide the City Project Manager with the names of CWE's emergency and after-hour inspectors and their 24-hour phone number upon receiving the NTP. In the event the CWE emergency and/or after-hour inspectors should change, the CWE Project Manager will submit those changes to the City Project Manager within two (2) business days. Due to the uncertainty of emergency and after-hour inspection service, CWE will conduct these inspections on a time-and-materials, not-to-exceed fee basis.

Deliverables:

- Conduct emergency and/or after-hour inspection service and provide an electronic summary (with pertinent photographs) documenting the inspection that was performed

Task 4 – Report (Electronic Databases)

Following the completion of each industrial/commercial and post-construction BMP inspection, CWE will incorporate data collected during each perspective inspection into an electronic database. This database will be developed and used as a tracking system for inventorying the number of inspections performed and tracking post-construction structural BMP installation and maintenance on properties within the City. In addition, the electronic database will contain geographic references, such as Global Positioning System (GPS) coordinates of each inspected facility. The electronic data will be submitted to the City for review and comments. Request modifications will be made, and the electronic database will be finalized. After the electronic data has been finalized, a geodatabase will be created to allow the facility types to be mapped and/or integrated with a Geographic Information System (GIS) tracking system.

Deliverables:

- Draft electronic database (Microsoft Excel® file) of completed inspections (industrial/commercial and post-construction BMP)
- Final electronic database (Microsoft Excel® file) of completed inspections (industrial/commercial and post-construction BMP)
- Geodatabase (ESRI ArcGIS) identifying facility type and their locations

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Optional Tasks

CWE also offers the following related MS4 Permit-identified services to maximize the benefits associated with our critical source industrial/commercial facility inspections.

Task 5 – Inspection Notification Letter

In conjunction with the development of the critical source industrial/commercial facility inspection list, CWE will draft an inspection notification letter informing the critical source industrial/commercial facilities of the upcoming stormwater compliance inspections. The draft notification letter will be submitted to the City for review and comment. Requested modifications to the letter will be incorporated and distributed to the approved critical source industrial/commercial facility inspection list.

Deliverables:

- Draft stormwater compliance inspection notification letter
- Final stormwater compliance inspection notification letter
- Distribute final inspection notification letter to final critical source industrial/commercial facilities

Task 6 – Educational Material for Industrial/Commercial Facilities

At least once during each five-year permit cycle, as required by Permit Part VI.D.6.c, each MS4 Permittee shall notify its industrial/commercial sites of BMP requirements applicable to the site or source. This may take the form of a Business Assistance Program and may include onsite technical guidance, including the provision and distribution of source specific education materials. These materials may include information such as MS4 Permit background, inspection procedure, what the City is inspecting for, frequency asked questions regarding stormwater, stormwater dos and don'ts, and BMP examples for the type of business that require inspections. CWE will work with City staff to develop education materials suited for the facilities present on the tracking list for a predetermined not-to-exceed fee.

Selecting CWE will deliver the following important benefits to the City:



Best work product to fit your budget



Responsiveness to your needs, demonstrated through past performance



Solutions for challenging problems that aren't straightforward



Peace of mind that experienced professionals will deliver clear solutions on time and within budget





2. Submission Requirements



CWE is a dynamic, award-winning firm that provides civil engineering, water resources, stormwater management, environmental engineering, and construction management services to clients throughout the Western United States. We bring the knowledge, creativity, mastery, and commitment necessary to deliver solutions on a wide range of projects. CWE makes personalized connections with each client to serve their goals and objectives, instill trust, and fulfill our commitment to creating a better tomorrow, today.

Our Principals formed CWE to provide clients like the City with practical solutions to stormwater discharge regulation-related challenges. Our firm has been in business for ten years, during which we have provided stormwater inspections and related services for a breadth of public agencies. CWE has been providing the City of Glendora with comprehensive NPDES Permit and Water Quality Administration services since 2010, including industrial/commercial inspections for 648 facilities over a six-month span. CWE also provided services to the City of San Gabriel, including inspections for over 200 food service establishments. We conducted industrial/commercial facility inspections for the City of Covina while being shadowed by City personnel to provide firsthand training on how to implement required inspections and enforcement actions to comply with the MS4 Permit.

Firm Name: CWE
Contact:
Jason Pereira
Address:
1561 E. Orangethorpe Avenue
Suite 240
Fullerton, California 92831
Telephone: (714) 526-7500 Ext. 211
Fax: (714) 526-7004
Email: jpereira@cwecorp.com
Type of Organization: Corporation
Year Established: 2006

CWE is a Disadvantaged (DBE), Minority (MBE), and Small Business Enterprise (SBE).

"The City of Carson depends on CWE for professional and proficient assistance. With the adoption of the 2012 Los Angeles County Coastal Watersheds Municipal Separate Storm Sewer System Permit, our dependence on CWE is only likely to grow. We highly recommend CWE."

2.1 Required Forms

Please refer to Appendix A for our completed Exhibits.

– Patricia Elkins
Stormwater Quality Programs Manager
City of Carson

2.2 Statement of Pending Litigation and Conflicts of Interest

CWE is free of financial conditions, including pending litigation, bankruptcy, planned office foreclosures, impending mergers, and any other conditions that may impede our ability to provide urban stormwater inspection services to the City without delay or interference. CWE has no conflicts of interests, such as litigation involving our firm which is adverse to the City.

OVER 6,000 STORMWATER
COMPLIANCE INSPECTIONS PERFORMED





2.3 Licenses and Certifications

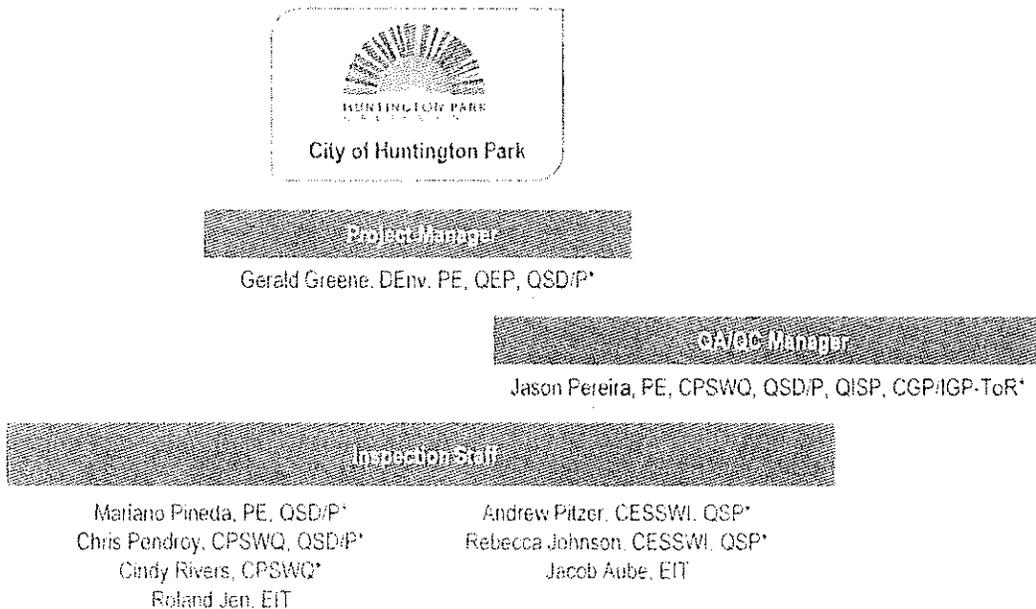
There are no specific licenses or certifications required to perform these types of urban stormwater inspection services; however, CWE staff do possess a number of relevant licenses and certifications that will greatly enhance the services we provide to the City. Our staff includes registered Professional Engineers, Certified Professionals in Storm Water Quality (CPSWQ), Qualified SWPPP Developers and Practitioners (QSD/P), and Certified Erosion and Sediment Stormwater Inspectors (CESSWI). Additionally, our Quality Assurance and Quality Control (QA/QC) Manager, Jason Pereira, is a Certified Industrial and Construction General Permit Trainer of Record (IGP/CGP-ToR) qualified to provide QISP and QSD/P training. There are less than 135 certified IGP-ToRs in California.

3. Proposed Staffing and Project Team

CWE is staffed with accomplished engineers and stormwater inspection professionals ready to provide high-quality inspection services to the City. This section introduces our proposed staff for this project.

3.1 Organizational Chart

This organizational chart demonstrates the roles and responsibilities of our proposed staff.



* Indicates key personnel

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3.2 Key Personnel Introductions

This section includes brief introductions to our proposed key personnel. Full resumes with detailed descriptions of the projects listed are readily available upon request.

Gerald Greene, DEnv, PE, QEP, QSD/P
Project Manager



Dr. Gerald Greene is CWE's Director of Stormwater. He has 28 years of experience with NPDES Permit inspections, training assistance, water quality management programs, and SWPPP compliance inspections. Gerry has managed inspections for clients, including the Cities of San Gabriel, Downey, and Covina, and was recognized in *Storm Water Solutions* magazine as an "Industry Icon" in the stormwater field in 2015. He has incorporated LID design into municipal capital improvement projects and reviewed submittals for private developments.

Project Experience:

- San Bernardino County Department of Public Works Post-Construction BMP Inspections
- City of Downey MS4 Permit Inspections
- City of Covina Stormwater Compliance Training and Inspection
- City of San Gabriel FOG Inspections

Years of Experience
28

Education
DEnv, Environmental Science and Engineering, University of California, Los Angeles
MS, Biology, California State University, Long Beach
BA, Biology and Economics, University of California, Los Angeles

Licenses/Certifications
Civil Engineer, CA, 55597
Qualified Environmental Professional, 11960237
Qualified SWPPP Developer/Practitioner, CA. 00176

Jason Pereira, PE, CPSWQ, QSD/P, QISP, IGP/CGP-ToR
QA/QC Manager



Jason Pereira is CWE's co-founder and a recognized leader in stormwater and watershed management. His experience includes providing technical and project management support clients in the areas of Industrial General Permit (IGP) inspections and compliance; Fats, Oils, and Grease (FOG) ordinance inspections; Total Maximum Daily Load (TMDL) development and implementation; stormwater compliance inspections and training; post-construction BMP inspections; and data analysis. Jason was recognized in *Storm Water Solutions* magazine as an "Industry Icon" in the stormwater field in 2015.

Project Experience:

- City of Glendora NPDES and Water Quality Administration
- County of Los Angeles Industrial/Commercial Stormwater Compliance Inspections and Reporting
- County of Orange John Wayne Airport Stormwater Program Implementation Assistance

Years of Experience
21

Education
BS, Civil Engineering, University of California, Los Angeles

Licenses/Certifications
Civil Engineer, CA, 61509
Certified Professional in Storm Water Quality, 527
Industrial/CGP Trainer of Record
Qualified SWPPP Developer/Practitioner, CA. 21
Qualified Industrial Stormwater Practitioner

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Cindy Rivers, CPSWQ
Inspection Staff



Cindy Rivers is a Senior Environmental Scientist with nine years of experience in stormwater management and environmental consulting. Cindy has performed numerous compliance inspections and assisted clients in maintaining compliance with MS4 Permits and associated stormwater projects. She has performed duties, including BMP optimization studies, water quality project concept development, regional water resource studies, watershed management planning, project report preparation, water resource grant application preparation, TMDL stakeholder meeting participation, and TMDL newsletter development.

Project Experience:

- City of Burbank IGP SWPPP Services
- City of San Gabriel FOG Inspections
- City of Glendora NPDES and Water Quality Administration

Mariano Pineda, PE, QSD/P
Inspection Staff



Mariano Pineda has nine years of professional experience in stormwater compliance management, engineering, and construction inspection. Mariano's experience includes performing NPDES Permit compliance inspections and preparing and reviewing IGP SWPPPs. His project experience includes work as a Senior Engineer on projects including San Bernardino County Department of Public Works Post-Construction BMP Inspections and City of Glendora NPDES and Water Quality Administration. He has performed post-construction BMP inspections for numerous public agency projects.

Project Experience:

- San Bernardino County Department of Public Works Post-Construction BMP Inspections
- City of Santa Clarita NPDES Permit Compliance Services
- Confidential Southern California Utility Provider Stormwater Permitting and SWPPP Services

Years of Experience
9

Education
MS, Civil Engineering
University of Sydney, Australia
BS, Environmental Engineering
University of California, Riverside

Licenses/Certifications
Certified Professional in Storm Water Quality, 1023
40-Hour Hazardous Waste Operations and Emergency Response Certified (HAZWOPER)

Years of Experience
9

Education
MS, Civil Engineering,
California State University, Long Beach
BS, Civil Engineering,
California State Polytechnic University,
Pomona

Licenses/Certifications
Civil Engineer, CA, No. 74784
Qualified SWPPP Developer/Practitioner,
22110
Certified PAC Program User, U-705-2316

City of Huntington Park





**Andrew Pitzer, CESSWI, QSD/P
Inspection Staff**



Andrew Pitzer is a Senior Environmental Scientist with 10 years of experience performing inspections for large and small industrial sites and construction projects. His experience includes preparing and reviewing SWPPPs; performing inspections for pre-, during-, and post-rain events; assisting clients with stormwater compliance and water quality monitoring; performing construction site audits; and conducting field investigations.

Project Experience:

- Weldmac Manufacturing Company Industrial SWPPP Inspections
- Fresh and Easy SWPPP Preparation and Qualified SWPPP Practitioner (QSP) Inspection Services
- San Diego County Regional Airport Authority Stormwater Management Inspections
- Confidential Southern California Utility Provider Stormwater Permitting and SWPPP Services

Years of Experience

10

Education

BS, Environmental Science with a focus on Water Quality Management.
Metropolitan State College of Denver

Licenses

Qualified SWPPP Practitioner, CA, 20522
Certified Erosion and Sediment Stormwater Inspector, 1144
40-Hour Hazardous Waste Operations and Emergency Response Certified (HAZWOPER)
10-Hour OSHA Certification for General Construction

**Chris Pendroy, CPSWQ, QSD/P
Inspection Staff**



Chris Pendroy has 20 years of stormwater management and civil engineering experience. He has performed a wide variety of duties, including IGP compliance assistance, industrial/commercial inspections, post-construction BMP inspections, construction site audits, BMP modeling, site grading and drainage plan preparation, and SWPPP and Water Quality Management Plan (WQMP) reviews. Chris has prepared plans for complex BMP infrastructure, gathered data and prepared stormwater master plans, and assisted clients with compliance to the NPDES Permit.

Project Experience:

- San Bernardino County Department of Public Works Post-Construction BMP Inspections
- Confidential Aerospace Fortune 50 Manufacturer IGP Compliance Program
- Confidential Southern California Utility Provider Stormwater Permitting and SWPPP Services

Years of Experience

20

Education

MS, Civil and Environmental Engineering
University of California, Irvine
BS, Civil Engineering
University of California, Irvine

Licenses/Certifications

Certified Professional in Storm Water Quality, 0935
Qualified SWPPP Developer/Practitioner, 24503

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City of Huntington Park
Urban Stormwater Inspection Services

Rebecca Johnson, CESSWI, QSD/P
Inspection Staff



Rebecca Johnson is a Senior Environmental Scientist with 13 years of experience performing inspections for large and small industrial sites and construction projects. Her experience includes preparing and reviewing SWPPPs; performing inspections for pre-, during-, and post-rain events; assisting clients with stormwater compliance and water quality monitoring; performing construction site audits; and conducting field investigations.

Years of Experience
13

Education
BS, Geological Sciences,
San Diego State University

Licenses
Certified Erosion and Sediment
Stormwater Inspector, 3719
Qualified SWPPP Practitioner, 24926
40-Hour Hazardous Waste Operations
and Emergency Response Certified
(HAZWOPER)

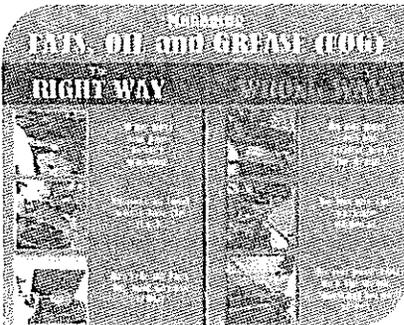
Project Experience:

- Confidential Southern California Utility Provider Construction Stormwater Inspections for Transmission Line Projects
- Confidential Southern California Utility Provider Construction Stormwater Inspections for Distribution Line Undergrounding Projects
- County of San Diego Department of Public Works Underground Storage Tank Removal Investigations

4. References

CWE invites the City to contact the references below to verify our track record of providing timely, efficient, budget-adherent services to our clients. All projects listed were completed within the last five years. Letters of recommendation are readily available upon request.

City of San Gabriel FOG Inspections



CWE provided the FOG sanitary sewer system inspection services to the City of San Gabriel. These services included performing over 200 food service establishment inspections as directed by the State of California to enhance its FOG control program with the objective to reduce the number of SSOs. Tasks included conducting FOG inspections, preparing training sheets regarding FOG issues for employees, preparing food service inspection sheets, and training employees on the challenges of FOG/SSOs and the need to maintain grease traps and separators.

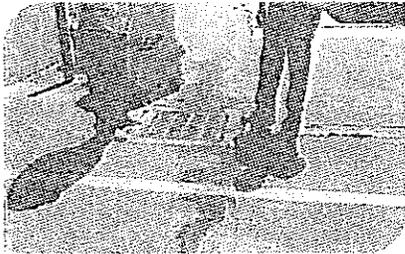
Reference: Patricia Peña
410 McGroarty Street
San Gabriel, California 91776
(626) 457-4674

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City of Glendora NPDES and Water Quality Administration



Reference: Jerry Burke, PE
116 E. Foothill Boulevard
Glendora, California 91741
(951) 833-1650

CWE provided NPDES Permit and Water Quality Administration services to assist the City of Glendora with the Los Angeles County MS4 NPDES Permit, Construction General Permit (CGP), and IGP. CWE performed industrial/commercial facility inspections for 648 inspections. Inspection information was entered into a Microsoft Access database and an ArcGIS layer was developed using an attribute table with each industrial/commercial facility's coordinates. CWE also provided City staff and food handling facility owners/operators with hands-on training to understand the roles and responsibilities of maintaining a citywide compliant FOG Control Program. CWE performed onsite FOG inspections of permitted food handling facilities to ensure compliance with the City's FOG ordinance and minimize potential Sanitary Sewer

Overflows (SSOs). Between 2013 and 2015, CWE performed FOG inspections at over 330 facilities. CWE also provided owner/operator personnel with targeted educational materials. Overall services included providing support for the Development Planning and Construction, Industrial/Commercial Facilities Control, Public Agency Activities, Illicit Connection/Illegal Discharge (IC/ID) Elimination, and Public Information and Participation Programs. Tasks included program management and regulatory support, Permittee-owned facility SWPPP preparation, SWPPP and SUSMP plan check review, development of an Enforcement Response Plan, training, construction and industrial/commercial facility stormwater inspections, representation at Permittee meetings, and TMDL implementation assistance. CWE completed a Program Effectiveness Assessment of the City's implementation of the Stormwater Management Plan and assessed the FOG Control Program to determine SSO requirement compliance.

San Bernardino County Department of Public Works Post-Construction BMP Inspections



Reference: Eduard Varga
825 E. Third Street, Room 117
San Bernardino, California 92415
(909) 387-8132

CWE assisted the San Bernardino County Department of Public Works by performing inspections of discretionary projects to verify that WQMP features were being installed in accordance with the approved WQMP and grading plans and suggested BMP design provisions in the CASQA Stormwater BMP Handbook – *New Development and Redevelopment*. CWE's inspections ensured that BMPs were installed properly per the approved plans and functioned as intended. These post-construction BMP inspections assisted the County of San Bernardino with the San Bernardino County MS4 NPDES Permit's New Development and Redevelopment Program compliance. Task performed included identifying observed WQMP deficiencies for design flaws, vector breeding issues, inadequate infiltration, safety concerns, or other

site conditions that prevent construction of WQMP features. For projects that required modification, detailed reports were prepared with redesign recommendations and suggestions. For projects that demonstrated the WQMP features were constructed in substantial conformance with the WQMP and grading plans, a certification statement signed by a Civil Engineer was prepared prior to the issuance of a Notice of Occupancy.

CWE provides the Nation's Highest Quality





4.1 Additional Relevant Project Experience

A few examples of CWE's additional project experience is provided below.

City of Covina Environmental Consulting and Engineering Services for Stormwater

Facility Inspection: Outdoor Walk-Through

The inspector should attempt to gain clear understanding of how runoff leaves the site by observing all portions of the stormwater conveyance system and site grading, where possible and safe. This includes inlets, open channels, ditches, etc.



CWE is providing support to City staff in the development, implementation, and enforcement of programs and projects for compliance with stormwater laws and regulations. Relevant project experience provided included training and inspection services to the City of Covina for the Development Construction and Industrial/Commercial Facilities Control Programs under the Los Angeles County Municipal NPDES Permit. CWE prepared materials and delivered training to City personnel on how to successfully perform compliance and enforcement inspections. Instruction was provided in a classroom setting and supplemented

with in-the-field, hands-on training. Training materials focused on tracking and documenting construction and industrial/commercial facility inspections, database management, inspection procedures, what to look for during an inspection, common deficiencies, follow up inspections, notices of violation, progressive enforcement, and interagency coordination and referral of violations. CWE also conducted construction and industrial/commercial facility inspections while being shadowed by City personnel to demonstrate how to implement inspections and enforcement actions and comply with the MS4 Permit. Other stormwater compliance services provided include implementation of LID, SUSMP, and green streets policies, review of development and redevelopment plans, preparing grant applications for stormwater projects, implementation of minimum control measures, SWPPP reviews and construction site inspections, commercial/industrial facilities inspections, researching existing documents and developing GIS files for stormwater facilities within the City, and MS4 Permit annual report preparation.

County of Orange John Wayne Airport Stormwater Program Implementation Assistance



CWE was retained by John Wayne Airport (JWA), a regional commercial services airport located in Orange County, to provide On-Call Stormwater Program Implementation Assistance on a task order basis. In addition to various other task orders, CWE conducted regular industrial/commercial facility inspections of airport and tenant-managed facilities to document the implementation and maintenance of BMPs identified in the JWA facility SWPPP and to ensure compliance with the IGP. CWE also performed onsite construction and post-construction BMP inspections for large-scale projects such as the new Terminal C,

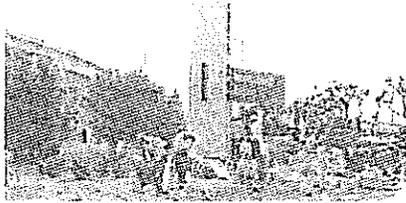
Central Utility Plant, Parking Lot C, Parking Structure C, South Remain-Over-Night Ramp, Airside Dock Access and North Trash Compactor, General Aviation Shade Structures, Deconstruction of Parking Structure B1, and four other projects. CWE was also responsible for the response and investigation of non-stormwater discharges (IC/IDs).

City of Huntington Park





San Diego County Regional Airport Authority Stormwater Management Program



CWE performed stormwater management services for the San Diego Regional Airport Authority (SDCRAA) to comply with the IGP, CGP, and MS4 Permit. Responsibilities included conducting facility site audits of fixed-based operators to verify source control BMPs and good housekeeping measures, reviewing construction SWPPPs for the airport's \$1 billion *The Green Build* Capital Improvement Program, conducting weekly construction site inspections to ensure contractors are properly implementing and maintaining construction BMPs and installing post-construction structural BMPs, and preparing project-related inspection forms, documentation, reports, and recordkeeping.

5. Parts and Materials

We have included this section to accommodate the requirements of the RFP, however, the Scope of Work should not require any parts or materials. If any parts or materials become necessary during the course of the project, they will be charged based on the rate sheet we have provided in Appendix B.

6. Cost Proposal

This section details our professional service fee and rate per inspection for this project.

Professional Service Fee		
Task		Total
1	Project Definition and Program Development	\$5,125
2	Research and Inventory Database for Industrial/Commercial Businesses	\$4,976
3	Urban Stormwater Inspections	See per-inspection rate.
4	Reporting (Electronic Databases)	\$16,946
5	Inspection Notification Letter – Optional	\$1,828
6	Educational Material for Industrial/Commercial Facilities – Optional	\$1,300

Rate Per Inspection	
Inspection Type	Per Inspection
Industrial/Commercial Facilities Inspection Services	
Restaurants	\$85
Automotive Service Facilities and Retail Gasoline Outlets	\$105
Nurseries and Nursery Centers	\$125
Commercial and Industrial Facilities	\$125
IGP Facilities *	\$250
USEPA "Phase 1" Facilities *	\$250
Post-Construction BMP Inspection	\$120
Emergency/After-Hours Inspection	T & M

* This cost may need to be adjusted for large or complex sites.

Re-inspection rates are the same for each of the facility types noted above.

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Appendix A Required Forms

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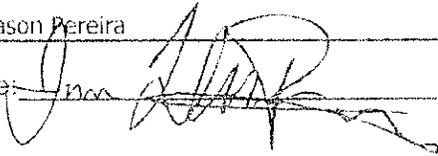
EXHIBIT "C"
URBAN STORM WATER INSPECTION SERVICES
CERTIFICATION OF FIRM'S ACCEPTANCE OF CITY OF HUNTINGTON PARK'S
CONTRACT SERVICES AGREEMENT AND PROPOSAL FOR MODIFICATION
OF TERMS (if any)

By signing this form below, the firm certifies that the attached Agreement in Exhibit B is acceptable to the firm and will be signed upon selection of the firm to perform services for the City of Huntington Park, except for request for modification of the agreement (if any), as specifically described below (or listing modifications by number that refer to attached sheets if necessary).

Name and Signature of Firm's Management Representative authorized to sign an agreement:

Name: Jason Pereira

Title: Principal

Signature: 

Date: January 27, 2016

Firm Name: CWE

EXHIBIT "D"

FALSE CLAIMS FORM
URBAN STORM WATER INSPECTION SERVICES

CITY OF HUNTINGTON PARK

False Claims / False Claims Act Certification

Proposer shall provide either the certification requested below or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well. "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. section 3729 et seq., and the California False Claims Act, Government Code section 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I, am the _____ Principal _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____ CWE _____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a proposal to the City of Huntington Park, I hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 1st day of January 2016 at Fullerton, California
(month and year) (city and state)

By [Signature]
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

EXHIBIT "E"

URBAN STORM WATER INSPECTION SERVICES

CITY OF HUNTINGTON PARK

Civil Litigation History/
Civil Litigation Certification

Proposer shall provide either the certification requested below or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Proposer has no civil litigation history to report as described above, complete the following:

I, Jason Pereira, am the Principal
(Print name of person responsible for submitting proposal) (Title with proposing entity)
of CWE (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a Proposal to the City of Huntington Park for Urban Storm Water Inspection Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the above information is true and correct.

Executed this 1st day of January 2016 at Fullerton, California
(month and year) (city and state)
By [Signature]
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer).



City of Huntington Park
Urban Stormwater Inspection Services

Appendix B Rate Sheet

City of Huntington Park





2016 Rate Sheet

<u>Engineer / Scientist</u>	<u>Rate/Hour</u>
Principal	\$250
Senior Project Manager	\$218
Project Manager	\$194
Technical Manager	\$191
Task Leader	\$169
Principal Engineer	\$164
Senior Engineer	\$156
Project Engineer	\$137
Staff Engineer	\$114
Assistant Engineer	\$92
Senior Environmental Scientist	\$116
Environmental Scientist	\$85
 <u>Construction Services</u>	
Construction Manager	\$160
Senior Construction Inspector	\$122
Construction Inspector	\$107
 <u>Field Survey</u>	
Licensed Surveyor	\$145
3-Person Survey Crew	\$204
2-Person Survey Crew	\$165
 <u>Support Services</u>	
GIS Specialist	\$112
Senior Engineering Technician	\$90
Engineering Technician	\$79
CADD Designer	\$92
Project Coordinator	\$82
Administrative Assistant	\$75
 <u>General</u>	
Direct Expenses	Cost + 10%
Subcontract Services	Cost + 10%
Specialized Computer Applications (per hour)	\$15
Mileage	Current IRS Rate
Field Vehicle – Hourly	\$12/hour
Field Vehicle – Daily	\$80/day
Field Vehicle – Monthly	\$1,500/month
B&W Photocopies (per page)	\$0.10
Color Photocopies (per page)	\$0.50

Rates will be adjusted annually based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

Based on CWE maintaining General Liability Insurance for bodily injury and property damage with an aggregate limit of \$2,000,000 per occurrence. In the event the client desires additional coverage, CWE will, upon the client's written request, obtain additional insurance and adjust the above billing rates accordingly.

CITY OF HUNTINGTON PARK

**City Council Meeting Agenda
Tuesday, September 6, 2016**

REGULAR AGENDA

PUBLIC WORKS

- 12. Public Works Projects Update including Pacific Blvd. Crosswalks and State Street**

DISCUSSION ONLY