

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Monday, November 3, 2014

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

Rosa E. Perez
Mayor

Karina Macias
Vice Mayor



Ofelia Hernandez
Council Member

Mario Gomez
Council Member

Valentin Palos Amezcuita
Council Member

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

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

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

Public Comment

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

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

Additions/Deletions

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

Consent Calendar

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

Important Notice

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

PLEDGE OF ALLEGIANCE

Christopher Medina, 4th grade student at Corona Elementary School.

INVOCATION

ROLL CALL

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

PRESENTATIONS AND ANNOUNCEMENTS

Presentation by Mike Montgomery representing VFW Troops

Proclamation presented to Martin Delgado current Kiwanis Club of Huntington Park Advisor and members of the Huntington Park High School Key Club for "National Key Club Week"

Proclamation presented to Aircraft X-ray Laboratories in Celebration of their "75th Anniversary"

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.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) – Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) potential matter]
2. Pursuant to Government Code Sections 54956.9(d)(2) and 54956.9(e)(3) – Conference with Legal Counsel to Discuss Matter Involving Anticipated Litigation/Significant exposure to litigation – [One (1) potential case]
3. Pursuant to Government Code Section 54956.9(d)(1) – Conference with Legal Counsel to Discuss Existing Litigation
Case Name: *City of Huntington Park v. Watanabe, et al.*
Case No. 34-2013-80001678 (Superior Court, County of Sacramento)

CLOSED SESSION (continued)

4. Pursuant to Government Code Section 54957 –
Public Employee Performance Evaluation/Employment
Position Titles: Housing and Community Development Manager,
Redevelopment Project Manager, and City Clerk

Pursuant to Government Code Section 54957.6(a) –
Conference with Labor Negotiator Regarding Represented Employees
City's Designated Representative(s) for Negotiations: Julio Morales, Interim
City Manager
Employee Organization: Non Represented

5. Pursuant to Government Code Section 54957.6(a) –
Conference with Labor Negotiator Regarding Unrepresented Employees
City's Designated Representative(s) for Negotiations: Julio Morales, Interim
City Manager
Unrepresented employees: Public Works Superintendent

6. Pursuant to Government Code Section 54957.6(a) –
Conference with Labor Negotiator Regarding Represented Employees
City's Designated Representative(s) for Negotiations: Julio Morales, Interim
City Manager
Employee Organization: General Employees Association, Non Represented,
Police Management Association, Police Officer's Association

7. Pursuant to Government Code Section 54957(b)(1) –
Public Employee Employment and Appointment
Name of Position Under Consideration: Interim City Manager

Pursuant to Government Code Section 54957.6 (a) –
Conference with Labor Negotiator Regarding Unrepresented Employee –
Title of Position Subject to Negotiation: Interim City Manager
City's Designated Representative(s) for Negotiations: Isabel Birrueta, City
Attorney, and Julio Morales, Interim City Manager

8. Pursuant to Government Code 54956.9(d)(1) –
Conference with Legal Counsel to Discuss Existing Litigation
Case Name: *New Cingular v. City of Alameda, et al.*,
LASC Case No. BC462270

9. Pursuant to Government Code Section 54956.9(d)(2) and 54956.9(e)(1) –
Conference with Legal Counsel to Discuss Matter Involving Potential
Litigation and/or Significant Exposure to Litigation – [One (1) potential matter]

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

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

1. Approve Minutes of the following City Council Meetings:

- 1-1** Special City Council Meeting held Saturday, July 19, 2014
- 1-2** Special City Council Meeting held Monday, July 28, 2014
- 1-3** Regular City Council Meeting held Monday, October 6, 2014

FINANCE DEPARTMENT

- 2. Approve Accounts Payable and Payroll Warrants dated November 3, 2014**
- 3. Approve Resolution No. 2014-47, Adding Senior Discount for Senior Housing and Amending Resolution No. 2014-41, Adopting A Pilot Program for Use of Off-Street Parking Lots in Downtown Area**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Resolution No. 2014-47.

CITY MANAGER

- 4. Approve Resolution in Support of National Caregivers for the Month of November**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Resolution No. 2014-43, In Recognition of the Importance of the In-Home Care Provider Workforce and National Family Caregivers for the Month of November.

- 5. Approve Resolution for “Immigrant of the Year” Nominations**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Resolution No. 2014-44, In Recognition of National Immigrants Day.

CONSENT CALENDAR (continued)

6. Approve Resolution Amending Resolution No. 2014-20, Setting Order of City Council Agenda

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Resolution No. 2014-45, Amending Resolution No. 2014-20, Adopting an Order of Business at City Council Meetings.

7. Approve Resolution Adopting an Extension and Revised Compensation Plan and Personnel Rules for Non-Represented Employees

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Resolution No. 2014-51, adopting an extension and revised Compensation Plan and Personnel Rules for Non-Represented Employees to June 30, 2015; and
2. Amend the Vacation Cash-Out in Lieu of Granting Vacation of Article Five, Section II, where the City Manager may grant Vacation Cash-out in lieu of vacation leave time.

8. Approve Resolutions Adopting New Class Specifications for the Positions of City Clerk, Economic Development Manager, and Project Manager

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2014-52, Repealing Resolution No. 2010-13, and Adopting New Class Specifications for the Position of City Clerk; and
2. Adopt Resolution No. 2014-53, Adopting New Class Specifications for the Position of Economic Development Manager; and
3. Adopt Resolution No. 2014-54, Adopting New Class Specifications for the Position of Project Manager.

9. Approve Resolution in Support of the I-710 Corridor Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2014-55, Expressing Support for the Study of "Community Alternative 7" Developed by the Coalition for Environmental Health and Justice in Conjunction with Community Stakeholders for the I-710 Corridor Project.

CONSENT CALENDAR (continued)

PARKS AND RECREATION

10. Approve Resolution for Reporting Child Abuse and Neglect Policy and Procedures

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Resolution No. 2014-48, Adopting a Reporting Child Abuse and Neglect Policy and Procedures

11. Receive and File Report on Use of Funding from Sale of City Surplus Vehicles

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review expenditures made from revenue collected from the sale of surplus vehicles. Receive and File

POLICE

12. Approve Agreement for 2013 Homeland Security Grant Program (HSGP)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the 2013 Homeland Security Grant Program Subrecipient Agreement between the City of Huntington Park and County of Los Angeles for 2013 Homeland Security Grant Program funding; and
2. Authorize the City Manager to sign the agreement between the City of Huntington Park and County of Los Angeles; and
3. Approve the Police Department to purchase equipment and services from 3M to complete this approved project; and
4. Approve the Police Department to purchase equipment and services from Seahawk Surveillance to complete this project; and
5. Authorize the Finance Department to issue necessary purchase orders and make payments to facilitate the successful completion of this project.

13. Approve First Amendment to the Agreement for Food Service in the Jail Between the County of Los Angeles and the City of Huntington Park

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the first amendment to the Food Services Agreement with the County of Los Angeles.

CONSENT CALENDAR (continued)

PUBLIC WORKS DEPARTMENT

- 14. Approve Resolution of the City of Huntington Park Authorizing Submittal of Application(s) of all CalRecycle Grants for Which the City of Huntington Park is Eligible**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Resolution No. 2014-49, Authorizing the Submittal of Application(s) for all CalRecycle Grants for which the City of Huntington Park is Eligible.

END OF CONSENT CALENDAR

PUBLIC HEARING

COMMUNITY DEVELOPMENT

- 15. Approve Resolution Self-Certifying the City of Huntington Park to be in Conformance with the Los Angeles County Congestion Management Program (CMP) and Adopting the 2014 CMP Local Development Report.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing; and
2. Consider all public testimony and staff's analysis; and
3. Adopt Resolution No. 2014-46, Finding the City of Huntington Park to be in Conformance with the Los Angeles County Congestion Management Program (CMP) and Adopting the 2014 CMP Local Development Report (LDR) in Accordance with California Government Code Section 65089.

REGULAR AGENDA

COMMUNITY DEVELOPMENT

16. Approve Memorandum of Understanding (MOU) with Nicholas Alexander Setting Terms for the Purchase and Sale of the Southland Steel Site

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Memorandum of Understanding (MOU) with Nicholas Alexander for the purchase and sale of property located at 5959-6169 Alameda Street, also known as the Southland Steel property; and
2. Authorize the Interim City Manager to execute the MOU.

17. Approve Resolution Award a Contract to Innovative Construction Solutions, Inc. for the Clean-up of a Brownfield Property Located at 5959-6169 South Alameda Street, Huntington Park, California (Southland Steel Site)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Resolution No. 2014-50, Conditionally Authorizing the City to Enter into a Project Contract with Innovative Construction Solutions, Inc. for the Former Southland Steel Site Remediation Project to clean up contaminated property located at 5959-6169 South Alameda Street, also known as "Southland Steel" property for an amount of \$870,982, which approval will be contingent upon the Department of Finance approving the recordation of a deed of trust on the property, securing payment of the DTSC loan described in this staff report; and
2. Approve a contingency cost for the project budget in an amount not to exceed 20 percent (\$174,196) of the contract amount, and authorize the City Manager to execute change orders in an amount not to exceed this budget contingency; and
3. Authorize the City Manager to execute the contract.

18. Activity in Public Places Permit for the Chamber of Commerce's Annual "Christmas Lane Parade" (S14-25)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve an Activity in Public Places Permit request from The Greater Huntington Park Area Chamber of Commerce to conduct the annual "Christmas Lane Parade" along Pacific Boulevard, between Slauson Avenue and Florence Avenue, on November 22, 2014, at 6:00pm.; and
2. Discussion and/or action regarding City co-sponsorship of the event.

REGULAR AGENDA (continued)

19. Consideration to Reappoint Wally Shidler and Appointment of Edgar Garcia and Guillermo Flores to Serve on the Historical Preservation Commission

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Reappoint Wally Shidler to serve on the Historic Preservation Commission for a four-year term ending November 3, 2018; and
2. Appoint Edgar Garcia to serve on the Historic Preservation Commission for a four-year term ending November 3, 2018; and
3. Appoint Guillermo Flores to serve on the Historic Preservation Commission for a four-year term ending November 3, 2018.

PARKS AND RECREATION

20. Approve Issuance of Bingo Permit to Huntington Park Women's Club

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve issuance of bingo permit to the Huntington Park Women's Club to administer bingo during the City's Senior Program; and
2. Consider fee waiver for bingo license and processing fee.

21. Approve Use of Public Art Funds for Holiday Decorations

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve partial funding for business district and holiday decorations from City Art Fund.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Mayor Rosa E. Perez

Vice Mayor Karina Macias

Council Member Ofelia Hernandez

Council Member Valentin Palos Amezquita

Council Member Mario Gomez

ADJOURNMENT

NEXT REGULAR MEETING OF THE CITY OF HUNTINGTON PARK CITY COUNCIL
MONDAY, November 17, 2014 AT 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov on the 30th of October, 2014.



Donna G. Schwartz, CMC
Interim City Clerk

MINUTES
HUNTINGTON PARK CITY COUNCIL
A Special Meeting held in the City Council Chambers,
6550 Miles Avenue, Huntington Park, California
Saturday – July 19, 2014 – 9:30 a.m.

CALL TO ORDER

Mayor Perez called the meeting to order at 9:53 a.m.

FLAG SALUTE

The Pledge of Allegiance to the Flag was led by Council Member Amezcuita

ROLL CALL

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

PUBLIC COMMENTS – CLOSED SESSION

Mayor Perez opened public comments on Closed Session items. Seeing and hearing no speakers, Mayor Perez closed public comments on Closed Session items.

Interim City Manager Julio Morales announced that City Council will recess into Closed Session at this time (9:55 a.m.) to discuss the items listed in the Closed Session agenda.

CLOSED SESSION

CONFERENCE WITH LEAGAL COUNSEL – ANTICIPATED LITIGATION,
INITIATION OF LITIGATION pursuant to California Government Code paragraph
(4) of Subdivision (c) of Section 54956.9: Number of potential cases: (2).

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

City Council reconvened at 10:12 a.m. with all Council Members present.

Interim City Manager Morales reported that, during Closed Session, no reportable action was taken.

END OF CLOSED SESSION

PUBLIC COMMENTS

Mayor Perez opened public comments, indicating that this was the time for anyone in the audience to address the City Council on any matter of City business.

Ron Saldano, Executive Director, Los Angeles Disposal Association, thanked the City for the open and transparent process and commented on efforts regarding recycling and reaching zero waste. He encouraged City Council to choose a company that meets the State's goals and reported that food and green waste will soon be recycled.

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

**MINUTES
HUNTINGTON PARK CITY COUNCIL
Saturday – July 19, 2014 – 9:30 a.m.**

DISCUSSION AND POTENTIAL ACTION ITEM

Discussion and evaluation of proposals submitted in response to City's Solid Waste Handling Services Request for Proposals.

Laith Ezzet, Sr. Vice President, HF&H, the City's consultant, introduced Lisa Keating, Manager, commented on his company, noted the many proposals in the competitive RFP process and commended Council for putting together a good process. He provided a brief background and addressed the RFP process and schedule, key contract terms, key service enhancements, current annual rate revenue and billing unit count by customer category, current residential rate revenue calculation, select proposed rates, overall cost competitiveness estimated total customer cost over contract term, proposed first-year rate revenue compared to current rate revenues, Huntington Park rate revenue as a percentage of company's total revenue, regulatory considerations, commercial/multi-family recycling program, proposed hauler-collected recycling rate and impact on City-side diversion rate, summary of five lowest cost proposers, summary of proposers and a standardized rate revenue comparison. He encouraged City Council to focus on total costs and noted that all proposals would result in an overall decrease of rates to the City.

Discussion followed regarding residential/commercial experience of the responding companies, regulatory considerations and recycling.

It was noted that the State passed a law that commercial customers must have a recycling program. The City must make sure that this is available through the franchise agreement.

Brief discussion followed regarding commercial bins overflowing and the need to pass an ordinance prohibiting same.

It was noted that some customers do not have the space for two containers.

Mr. Ezzet reported that some companies provide both source-separated recycling collection and mixed-waste processing. He suggested negotiating a firm minimum recycling requirement in the agreement.

Council Member Gomez suggested re-opening public comments after Interim City Manager comments.

Ensuing discussion pertained to negotiating franchise fees.

Members of Council expressed appreciation for the thorough presentation and information provided therein.

It was noted that with increased franchise fees, haulers would more-than-likely increase fees. Discussion continued regarding commercial hauling subsidizing residential and allocation of overhead from operations. Additionally, it was noted that some cities have separate residential and commercial contracts.

Mr. Ezzet reiterated that all proposals offer rate decrease and commented on possible inequities in the existing rate structure, the economically efficient business process and benchmarking.

Interim City Manager Morales opined that there is enough of a sample, with ten (10) very good proposals, to make a fair assessment.

Mr. Ezzet suggesting selecting a company and negotiating further regarding the franchise fee.

Council Member Amezcua commented on providing the best rate for ratepayers while negotiating a higher franchise fee.

MINUTES
HUNTINGTON PARK CITY COUNCIL
Saturday – July 19, 2014 – 9:30 a.m.

Council Member Gomez noted that all bidders based their proposals on the same specifications.

Brief discussion followed regarding negotiating franchise fees.

Interim City Manager Morales stated that one fee will be at the expense of another and likened the process to squeezing two (2) sides of a balloon. Additionally, a 15% fee was selected as that is what the market bears.

Mayor Perez re-opened public comments.

Edgar Gordillo commented on the waste contract and recycling services and asked whether the City gets a percentage of recycling revenues.

Mr. Ezzet responded that the City does not but that it is taken into account within the rate structure.

Gary Clifford, Athens Services, commented on the company's competitive bid and pointed out the diversion rate offered by their proposal. He added that the company is offering the City a \$500,000 grant which needs to be taken into consideration in addition to their low rates and addressed their capacity and flexibility.

Discussion followed regarding discussing the proposals at face value.

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

It was noted that there will be an in-depth review of all proposals. Brief discussion followed regarding the protocol for proceeding.

Members of Council thanked everyone for attending at this time and commented on the unique, open and transparent process.

Interim City Manager Morales asked for direction from Council as to the process.

It was noted that no interviews will be conducted today.

Ensuing discussion pertained to narrowing the choices to five (5) vendors and the need to proceed with the schedule.

Interim City Manager Morales noted that it is critical to award a contract by August 18, 2014, and suggested that one (1) or two (2) finalists be chosen for negotiations in order to allow time for transitioning the service. He added that the process must be open and in public meetings.

A suggestion was made to allow all ten (10) proposers to present during a special meeting, subject to approval by Legal Counsel.

Mayor Perez announced that a special meeting will be scheduled for July 23, 2014, where all proposers will be invited to present. Five (5) will be selected for interviews to be held July 28, 2014, at 6:00 p.m. and a hauler will be selected at that time.

ADJOURNMENT

There being no further business to come before the Huntington Park City Council, Mayor Perez adjourned the meeting at 11:49 a.m.

MINUTES
HUNTINGTON PARK CITY COUNCIL
Saturday – July 19, 2014 – 9:30 a.m.

NEXT REGULAR MEETING OF THE
CITY OF HUNTINGTON PARK CITY COUNCIL
MONDAY, JULY 21, 2014 at 6:00 p.m.

Rosa E. Perez, Mayor

Yesenia Gomez, Junior Deputy City Clerk

MINUTES
HUNTINGTON PARK CITY COUNCIL
A Special Meeting held in the City Council Chambers,
6550 Miles Avenue, Huntington Park, California
Monday – July 28, 2014 - 6:00 p.m.

CALL TO ORDER

Mayor Perez called the meeting to order at 6:22 p.m.

FLAG SALUTE

The Pledge of Allegiance to the Flag was led by Vice Mayor Macias.

ROLL CALL

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

PUBLIC COMMENTS (CLOSED SESSION ITEMS ONLY)

Mayor Perez invited public comments for Closed Session items.

Seeing and hearing no one wishing to address City Council, Mayor Perez closed public comments on Closed Session items.

Interim City Attorney Ann Levin announced that City Council will recess into Closed Session at this time (6:24 p.m.) to discuss the item listed under the Closed Session agenda.

CLOSED SESSION

Pursuant to Government Code Section 54957;
Public Employment
Title: City Attorney

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION,
significant exposure to litigation per Government Code 54956.9 (d) (2) and (e) (1)

City Council reconvened at 7:15 p.m. with all Council Members present.

Interim City Attorney Ann Levin reported that City Council met in Closed Session and that no reportable action was taken.

END OF CLOSED SESSION

PUBLIC COMMENTS

Mayor Perez opened public comments, indicating that this was the time for anyone in the audience to address the City Council on any matter of City business.

Cynthia Landaverde commented on the importance of environmental, economic and social standards and spoke in support of Waste and Recycling Services (WRS). She addressed their "Helping Hands" program and noted that its management cares for the City and would therefore, be good for the City.

Silvia Ortiz, community activist, reported she is familiar with contracts and commented in favor of United Pacific Waste (UPW). She addressed the importance of transparency and reported that inappropriate flyers were placed near copies of the meeting agendas.

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Monday – July 28, 2014 - 6:00 p.m.

She noted the need for Council to look at what will benefit the community at-large and commented on FPPC forms 460 noting the importance of Council Members not accepting large sums of money from potential providers and supporting same.

Maria Perez spoke in support of UPW as the City's waste and recycling hauler.

Brenda Diaz spoke in support of UPW as the City's waste and recycling hauler.

Jessica Esquivel questioned why the lowest bidder was not chosen for the next step in the process and spoke in support of UPW.

Cathy Hernandez spoke in support of UPW as the City's waste and recycling hauler.

Javier Casillas spoke in support of UPW as the City's waste and recycling hauler.

Kendra Walker spoke in support of UPW as the City's waste and recycling hauler.

Martha Barajas questioned why the lowest bidder was not considered and asked Council to consider what is best for the community. She asked that Council represent residents and not trash companies.

Sergio Sanchez complained about the current waste hauler and suggested awarding the contract to a small company that will be economical and help residents with jobs.

Alicia Rojas commented on the waste contract and encouraged Council to choose a company that will be good for the City. She suggested that Council consider the company with the lowest rates and that will help and demonstrate that they are willing to work for the community. She asked that Council not choose a large company like Athens or a small company like WRS, but a mid-sized company that will charge low rates.

Rita Aguilar asked that Council consider a small company that cares for the City, provides jobs to City residents, respects their workers and will provide low rates to residents.

Enedina Gonzalez reported that UPW was kicked out of the City of El Monte and Los Angeles County. She noted that residents of the City are low-income and asked that Council choose a company that will offer low rates, without rate hikes and provide job opportunities for residents.

Leonor Gonzalez expressed concerns with the existing waste hauler and asked that City Council choose a company with low rates and that will benefit the community.

Leonor Espinoza urged City Council to choose a company with low rates.

Marlene Leon asked that City Council choose a company that will provide low rates and not one of the more expensive companies.

Patricia Velasquez expressed concerns that Council represents their own interests and asked that Council choose a company that offers low rates. She expressed concerns with some of the finalists chosen. Specifically, she reported that Mario Beltran of NASA was kicked out of the City of Bell Gardens. She urged Council not to associate itself with the company.

Elba Romo shared emails she received in support of WRS. She expressed concerns with high rates and noted that the rates offered to the City are posted online.

Edmundo Perez commented on the average cost of waste hauling services during the last three (3) years and on weekly pick-up service. Additionally, he commented on the City's present financial challenges and suggested the only solution to be bankruptcy with the goal of reorganization.

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Ricardo Gastelum expressed concerns that Council has chosen companies with high rates and asked that Council choose a company that offers low rates and has a good track record. He expressed concerns with the public having to wait until Council has gone into Closed Session and opined that meetings should be public and transparent.

Bertalina Chava commented on the need for better communication from the City and asked that Council choose a waste hauler that offers low rates. He asked for improved communication from the City and better disbursement of information.

Edgar Gordilla asked for increased transparency and for Council to choose a small company that provides low rates, wants to work, has good trucks and will provide jobs to the community.

Sandra Orozco, community activist, suggested tabling this matter as many residents were not advised of this matter. She commented on the various RFP responses and noted the need for better communication with the community.

Rodolfo Cruz expressed concerns that a sixth company is being added to the list of potential providers. He suggested that Council choose an honest company and asked regarding evaluation of the various proposals. He alleged abuse and opined that the community should be part of the evaluation process.

C. Pando commented on problems with the current waste hauler and asked that Council choose a company that offers the best service at the best price.

Henry Garcia noted that Council is capable of choosing the right company for the City. He reported that he prefers good service and not necessarily the lowest price. He reiterated that Council is capable of making the right choice for the City.

Council Member Amezcuita promised he would fight to choose the best company adding that the new contract has to benefit residents of the City.

Irvine Pacheco hoped that Council will make the right decision. He noted that the City deserves the best and urged Council to ensure that whichever company is chosen will be a good corporate citizen.

Leticia Martinez, Executive Director of the Huntington Park Chamber of Commerce, thanked Council for the process and asked that Council consider commercial rates as well as residential rates.

Seeing and hearing no others wishing to address Council, Mayor Perez closed public comments.

RECESS/RECONVENE

Mayor Perez called a recess at 8:15 p.m. The assembly reconvened at 8:30 p.m. with all Members, present.

DISCUSSION AND POTENTIAL ACTION ITEM

Potential addition of United Pacific Waste & Recycling Services (UPW) to list of haulers to be interviewed for City's Solid Waste Handling Request for Proposals.

Council Member Hernandez reported that during the last meeting, she had chosen UPW as a preferred company but that she mistakenly marked another company. She requested adding UPW to the list of haulers to be interviewed and considered.

Interim City Manager Morales clarified what occurred during the last meeting.

MINUTES
HUNTINGTON PARK CITY COUNCIL
Monday – July 28, 2014 - 6:00 p.m.

Motion by Hernandez, seconded by Gomez, to add UPW to the list of waste haulers to be interviewed and considered, carried as follows: Ayes: Council Member Amezcuita, Council Member Gomez, Council Member Hernandez and Mayor Perez; Noes: Vice Mayor Macias; Absent: None

Mayor Perez commented on the process and addressed notification of the public. She reported that Council and staff has worked very hard to ensure that this has been a transparent process and that Council is charged with doing what is best for the community.

Council Member Amezcuita reported that he voted for UPW on the second round of tallying during the last meeting. He requested adding Valley Vista to the list of potential haulers.

Vice Mayor Macias commented against adding any more vendors to the list noting that the process needs to be transparent and done with integrity.

Motion by Amezcuita, seconded by Hernandez, to add Valley Vista to the list of waste haulers to be interviewed and considered, failed as follows: Ayes: Council Member Amezcuita, Council Member Hernandez; Noes: Council Member Gomez, Vice Mayor Macias and Mayor Perez; Absent: None

Interview of haulers for City's Solid Waste Handling Services Request for Proposals and selection of Solid Waste hauler.

Interim City Manager Morales introduced the item and listed the order in which companies will be interviewed. He reported that questions were distributed to proposers to allow them to prepare responses and that each proposer will be allowed a maximum of twenty (20) minutes to present and respond to questions from Council. He noted a correction to the report and entered it into the record.

A representative from HF&H, the City's consultant, noted that selected proposals are available for public review on the City's website.

Laith Ezzet, Sr. Vice President, HF&H, reviewed overall cost competitiveness and addressed customer rates, revenues and franchise fees. He clarified the connection between rates and franchise fees.

Interim City Manager Morales noted that the higher the customer rates, the higher the franchise fees and reported that overall, the City would be better off with a lower cost provider and he noted the importance of transparency and clarity in the process.

Mr. Ezzet addressed the RFP requirements and key services and noted that all proposals had to include all of the RFP requirements. UPW would provide a discount by using refurbished bins and he added that multi-family customers would be part of the commercial system. He addressed bulky-item collection, key terms and reported that Athens is offering a grant of \$500,000 to the City. Additionally, he provided a summary of the proposals. Mr. Ezzet addressed the contract as a percentage of company revenues and highlighted WRS noting that the contract would represent a large amount of growth over a short period of time and that the question is whether they have the resources available to perform. He explained issues needing to be considered. He commented on re-balancing and the effects of rate adjustments on rate payers.

Council Member Amezcuita noted that the numbers are not fixed.

Interim City Manager Morales reported that the RFP respondents were asked to provide their best and final offer.

Mayor Perez noted the need to move forward in order to choose a company adding that further negotiations can occur at a later date.

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Mayor Perez called on representatives of WRS.

Elba Romo, WRS, commented on the company's access to a transformation facility and offers increased diversion rates. She stated that the company is at the forefront of current technology, does not landfill waste and that 100% of the waste goes to a Materials Recovery Facility (MRF) or a transportation facility. She added that the company has over 650 accounts.

Mayor Perez expressed concerns over the number of customers and questioned whether WRS would be able to service over 7,000 customers. She wondered about the company's capacity and ability to perform. Furthermore, it was noted that the company does not have exclusive franchises and that it has between eight (8) and twelve (12) employees.

Council Member Gomez questioned the judgment of distributing a communication and Ms. Romo using her position as a former Council Member to promote the company.

Ms. Romo indicated that she does not promote WRS when she speaks as a resident. She added that the mailer has the City website address and that the company has the lowest, non-subsidized rates. Additionally, she commented on the inclusion of a food waste program. She addressed how the company would handle transition and reported they have been successful with transitioning in the City of La Cañada. The company has eight (8) certified drivers and between eight (8) and twelve (12) employees.

Council Member Amequita stated that the company would have to start somewhere, and asked regarding their capacity to perform. He added that the contract would be their first exclusive franchise and that the City would receive all of the company's attention. He commented on the company's low liability-to-asset ratio and its financial position.

Mayor Perez called on representatives of Universal Waste Systems (UWS).

Mark Blackburn, Universal Waste Systems, reported that they are 100% in support of the City's recycling goals and confident in their recycling program. He provided information regarding their organic facility in the City of South Gate and commented on full-circle recycling. The company has between 50,000 and 100,000 customers and has performed seven (7) transitions in the last five (5) years. They have seven (7) exclusive residential franchises. Mr. Blackburn addressed their billing process and reported that they process approximately 250,000 invoices per year. He noted the importance of offering good rates to residents and addressed their equipment, bins, and carts and reported there will be no finance charges in connection with the contract. Presently, the company is in the permitting process for a MRF in the City of Santa Fe Springs and confirmed they will establish an office in the City of Huntington Park if they are awarded the contract. The company is big enough, but not massive, and they are eager to be part of the community offering low residential rates. He reported they are planning ahead and ready for the future in terms of recyclables and will save customers money. He addressed the benefits of choosing UWS and commented positively on the process.

Mayor Perez called on representatives of United Pacific Waste and Recycling Services (UPW).

Michael Kandilian, United Pacific Waste and Recycling Services, expressed confidence that they will be able to meet the City's diversion rate and that this will be achievable through the various programs the company offers. UPW has the infrastructure for billing, will offer bins for multi-family recycling and offers the lowest commercial rates.

Council Member Amequita commended them for being competitive in commercial rates.

Mr. Kandilian addressed impacts of State mandates regarding organic recycling and their transition implementation plan. Regarding the latter, he reported that it will take

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approximately two (2) weeks to deliver carts and they will work with the existing vendor to coordinate removal of old and delivery of new carts at the same time. He commented on their analysis to develop their costs, and built in a modest profit. Regarding the number of necessary trucks, they studied the City to generate same and many factors came into play.

He thanked Council for allowing them to participate in the process and Council Member Hernandez for acknowledging the mistake. Additionally, he stressed that the company is offering the best, overall, cost savings for the City and expressed his appreciation for the process. Finally, he noted that by offering refurbished containers, residents will save \$1.25 per month, adding that refurbished containers are just like new containers.

RECESS/RECONVENE

Mayor Perez called for a recess at 10:00 p.m. The assembly reconvened at 10:12 p.m., with all Members, present.

Mayor Perez called on representatives of NASA.

Representatives of NASA, indicated they would guarantee the diversion rate. They addressed transition in the City of Pico Rivera noting that then went from 22% to 35% diversion. They will use the same model for the City of Huntington Park and noted they have had other transitions including the City of Los Angeles. They addressed multi-family recycling and reported they are one (1) of three (3) non-exclusive haulers in the City of La Cañada, will handle their own billing and have the necessary infrastructure to perform successfully. Additionally, it was reported that NASA has approximately 650 customers and representatives addressed organics and noted that the rates will not be impacted, that they are aware of upcoming legislation and are prepared to move forward with organics processing. They addressed the phase-in process and reported that although they do not own a MRF, they use a facility in the City of La Puente Hills and do not use landfills. They addressed transitioning and distributed details of their implementation plan. They addressed employment opportunities for City residents, community outreach and the average salary range for drivers. Finally, they commented positively on the company and noted they are a perfect fit for the community.

Mayor Perez called on representatives from CR&R.

Dean Ruffridge, CR&R, introduced team member Maria Lazaruk and commented on their diversion rate noting that it will be a 50% increase and that the City is currently at a 65% to 72% diversion. He reported that the company has 49 franchises in Southern California and is more than capable of guaranteeing the diversion rate by their performance. Additionally, CR&R has its own processing center processing approximately, 2,000 tons per day. Their commercial customers can save money by source-separation and that the company will allow organics in their recycling containers from day 1. Organics will include green waste and food scraps. The City of Huntington Park will be treated as a jewel and the company will offer \$50/ton on residential with no additional charge for organics. Mr. Ruffridge addressed the company's current exclusive franchises, location of operations and added that it has taken over twelve (12) franchises in the last ten (10) years. In terms of transitioning, he reported that the City of Avalon was transitioned in one (1) week from Consolidated.

Mr. Ruffridge addressed their billing systems and hiring drivers from Waste Management and Consolidated. CR&R has doubled in size over the last ten (10) years and Mr. Ruffridge noted the benefits of being a regional company. Additionally, the company will guarantee large boxes in cases of natural disasters and noted that it is ethical, has no legal issues and controls its own destiny. It invests in infrastructure, offers fair and competitive pricing, is ethical and has had a commercial compost program since 2008.

Mayor Perez called on representatives of Athens.

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Gary Clifford, Athens, reported that the company guarantees its diversion rate, has lower overall prices, and is growing its diversion and that no services are contracted out. Athens has grown by providing outstanding service and owns multiple MRFs. He indicated that Athens has never defaulted on a contract and bills approximately half-a-million customers per year. The company has its own billing system, an appropriate infrastructure and has successfully completed over seven (7) municipal transitions. Athens participates in job fairs, is a privately-held, family-owned company and hires many Huntington Park residents. Mr. Clifford addressed processing of organics, green waste and bio-fuel, customer services and bill-paying assistance. Athens rated the highest in terms of customer service and Mr. Clifford presented letters of recommendation from various cities.

Brief discussion followed regarding legal disclosures.

Assistant to the City Manager, Danny Bueno presented the finalist selection process.

Brief discussion followed regarding choosing three (3) instead of two (2) providers.

Motion by Amezquita to choose one provider and two backup providers (a total of three). The motion failed for lack of a second.

RECESS/RECONVENE

Mayor Perez called for a recess at 11:15 p.m. The assembly reconvened at 11:25 p.m., with all Members, present.

After two (2) rounds of voting and tallying, Council selected two preferred vendors.

Interim City Manager Morales provided details of the process and options available to Council.

Motion by Gomez, seconded by Hernandez, to award a contract for waste and recycling services to United Pacific Waste and Recycling Services (UPW) and CR&R as the backup, carried as follows: Ayes: Council Member Gomez, Council Member Hernandez and Mayor Perez; Noes: Vice Mayor Macias, Council Member Amezquita; Absent: None

ADJOURNMENT

There being no further business to come before the Huntington Park City Council, Mayor Perez adjourned the meeting at 11:30 p.m.

NEXT SPECIAL MEETING OF THE
CITY OF HUNTINGTON PARK CITY COUNCIL
WEDNESDAY, JULY 30, 2014 at 5:00 p.m.

Rosa E. Perez, Mayor

(INSERT NAME AND TITLE)

MINUTES
Regular Meeting of the
City of Huntington Park City Council
Monday, October 6, 2014 – 6:00 p.m.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:10 p.m. on Monday, October 6, 2014, in the Council Chamber of City Hall at 6550 Miles Avenue, Huntington Park, California; Mayor Rosa Perez presiding.

FLAG SALUTE

The Pledge of Allegiance was led by Jesse Vides from Kipp Comienza School.

INVOCATION

The invocation was led by Mayor Perez.

ROLL CALL

Present: Mayor Rosa E. Perez; Vice Mayor Karina Macias and Council Members Ofelia Hernandez, Valentin Palos Amezcua and Mario Gomez. Other City Officials and employees: Julio Morales, Interim City Manager, Isabel Birrueta, City Attorney, Jorge Cisneros, Chief of Police, Josette Espinosa, Director of Parks and Recreation, Annie Ruiz, Acting Finance Director, Donna Schwartz, Interim City Clerk, Desi Alvarez, City Consultant.

PRESENTATIONS AND ANNOUNCEMENTS

Barry Steinhart presented the Graffiti Protective Coatings Removal Services

Principal Antonio Amparan, Student Council President Andrew Arriola, and Vice President Isis Dorante along with fellow students Briana Muniz, Lorraine Nunez and Juan Guzman presented information on the Grand Opening of the Huntington Park Elementary Science Lab.

Jorge Cisneros, Chief of Police presented an update on Marijuana Dispensaries Recently Shut Down.

Grant Opportunities for Irrigation and Water Related Projects (Charles Trevino) – Mr. Trevino was not present.

Donna Schwartz, Interim City Clerk and Jeff Klein, Governmental & Legislative Affairs, Los Angeles County Registrar-Recorder/County Clerk's Division presented an overview of the City of Huntington Park's General Municipal Election to be held on March 2015 Election.

Overview of Closed Session Requirements – was not presented.

City Attorney announced that a subsequent Item be added as Item 18, Overhead Lights on Pacific Boulevard. Immediate action came before meeting after agenda was published. Council approved the addition of Item 18 by a unanimous vote.

PUBLIC COMMENT (CLOSED SESSION ITEMS ONLY) - None

At 6:52 p.m. Mayor Perez recessed to closed session

CLOSED SESSION

1. Pursuant to Government Code Section 54956.9(d)(1) –
Conference with Legal Counsel to Discuss Existing Litigation
Case Name: WRD v. City of Huntington Park et al.
Case Number: LASC Case No. BC512581.
2. Pursuant to Government Code Sections 54956.9(d)(2) and 54956.9(e)(3):
Conference with Legal Counsel to Discuss Matter Involving Anticipated
Litigation/Significant exposure to litigation – [One (1) potential case]
3. Pursuant to Government Code Section 54956.9(d)(4) -
Conference with Legal Counsel – Anticipated Litigation/Initiation of Litigation
(Deciding Whether to Initiate Litigation): [Two (2) potential matters]
4. Pursuant to Government Code Section 54956.9(d)(1) –
Conference with Legal Counsel to Discuss Existing Litigation
CASE NAME: David Bernal v. City of Huntington Park
CASE NUMBER: Los Angeles Superior Court Number VC061938
5. Pursuant to Government Code Section 54957(b)(1) –
Public Employee Employment
Name of Positions Under Consideration: Interim City Manager

At 8:02 p.m. Mayor reconvened to open session. All Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Birrueta announced that direction was given on all closed session items with no action taken. She then clarified to the public the rules for public comment by citing government code section 54954.3.

PUBLIC COMMENT

1. Mark Montgomery, representative of Troops and Transition, noted his community involvement, spoke about the program Troops and Transition offers and requested to come back at a later date to provide a presentation.

2. Betty Retama, resident, commented on the conduct of the Police Department with regards to Nick the Greek.
3. Balle Machuca, resident, commented on parking within the City.
4. Jorge Sepulveda, resident, noted businesses closing and how it effects the City's economy and asked for solutions and sidewalk sales on the weekend.
5. Carmen, Linda Walden and Veronica Gallegos, residents, voiced their concerns with speeding vehicles in the area they reside and asked if the City could install speed bumps.

Mayor Perez asked staff to evaluate the area to see if the request is feasible.

6. Rodolfo Cruz, resident, spoke against the marijuana dispensaries that are in the City and would like to see them shut down.
7. Henry Garcia, resident, commented on street parking being an issue in the City.
8. Sandra Orosco, resident of Maywood, commented on the conduct of the Police Department with regards to Nick Ioannidis, the selling of his business. She commented on candidates running in the November Elections and announced that Lynwood would be hosting a Peace Walk.
9. Alex Reynoso, resident, thanked the following: Chief of Police for his efforts in fixing some issues on Broadway; Parks and Recreation Director for efforts in working together with the local non-profits, Council for supporting residents and business owners saying no to a tax increase. He voiced concern with where closed session is placed on the agenda and asked Council and Chief of Police to unite and continue fighting to shut down marijuana dispensaries.
10. Nick Ioannidis, business owner, voiced concern with the issues surrounding his business how he is being treated and saddened that he is moving.
11. Antonio Padilla, resident, noted the traffic and parking problems due to the fiesta on Pacific and Florence currently happening and suggested charging for parking during events.
12. Rosa Rodriguez, resident and volunteer for the Senior program, invited Council to attend the seniors crochet program held at the Huntington Park Community center October 27, 2014 at 11:00 am.
13. Nazrus Halsey, resident of Bell, spoke in support of Nick the Greek.

CONSENT CALENDAR

Motion was made by Council Member Gomez to approve consent calendar items, and approve the reading by title of all ordinances and resolutions, seconded by Council Member Hernandez. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Hernandez, Gomez, Vice Mayor Macias and Mayor Perez

NOTES: Council Member(s): None

OFFICE OF THE CITY CLERK

1. Approved Minutes of the following City Council meetings:

- 1-1 Regular Meeting held Monday, June 16, 2014; and
- 1-2 Special Meeting held Wednesday, September 17, 2014

FINANCE DEPARTMENT

2. Approved Accounts Payable and Payroll Warrants dated October 6, 2014.

CITY MANAGER

3. Adopted Resolution No. 2014-36, in support of H.R. 5101 (CA-Hahn) passing the National Freight Network Trust Fund Act of 2014

COMMUNITY DEVELOPMENT

- 4. Adopted Ordinance 932-NS, amending the zoning map designation from high-density residential (RH) to public facilities (PF) for properties located at 3232 Saturn Avenue, commonly known as South Region Elementary School No. 5
- 5. Adopted Ordinance 933-NS, amending the zoning map designation from manufacturing planned development (MPD) and open space (OS) to public facilities (PF) for properties located at 6361 Cottage Street, commonly known as South Region High School No. 7.

CITY COUNCIL

6. Adopted Resolution No. 2014-37, in support of increased penalties for child sex trafficking.

END OF CONSENT CALENDAR

REGULAR AGENDA

FINANCE DEPARTMENT

7. Adopt Resolution No. 2014-38, adopting the Annual Special Fund Budgets Prop A, Prop C, Measure R, AQMD, Gas Tax and HP Grand Prix Expenditures for Fiscal Year 2014-2015

Interim City Manager Morales presented the resolution stating that the City Council previously reviewed the proposed budget during the meetings of August 26 and September 17, 2014 the funds reflect revenues and expenditures necessary to meet the City's needs and that the City Council may amend the budget at any time after its adoption.

Motion by Council Member Gomez to adopt Resolution No. 2014-38, adopting the Annual Special Fund Budgets Prop A, Prop C, Measure R, AQMD, Gas Tax and HP Grand Prix Expenditures for Fiscal Year 2014-2015, seconded by Council Member Hernandez. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Hernandez, Gomez, Vice Mayor Macias and Mayor Perez

NOTES: Council Member(s): None

8. Adopted Resolution No. 2014-39, adopting the Annual Water/Wastewater Fund Budgets and Expenditures for Fiscal Year (FY) 2014-2015.

Interim City Manager Morales presented the resolution and introduced Desi Alvarez, Consultant for the City of Huntington Park who presented a PowerPoint on water and wastewater funds reviewing water supply and cost which included water consumption and water supply changes since 2011, FY 13-14 financial performance revenues and expenses, capital investments: 2 wells to improve system efficiency and mitigate water waste, master plan & water supply reliability project including advanced water treatment facility project and the annual water/wastewater fund budgets and expenditures for FY 14-15. Mr. Morales then spoke in support of staff's recommendation.

Council questioned the expenditures, revenues and grant funding associated with water/wastewater funds.

City's Consultant Alvarez explained the process and timelines for these funds and stressed the importance for moving forward obtaining these monies.

Motion by Council Member Gomez to Resolution No. 2014-39, adopting the Annual Water/Wastewater Fund Budgets and Expenditures for Fiscal Year 2014-2015., seconded by Council Member Amezquita. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Hernandez, Gomez, Vice Mayor Macias and Mayor Perez

NOTES: Council Member(s): None

POLICE

9. PRESENTED DURING PRESENTATIONS - Update on Marijuana Dispensaries - Council approved to Receive and file.

PUBLIC WORKS DEPARTMENT

10. Approve Agreement for Street Sweeping Services with Nationwide Environmental Services

Interim City Manager presented the staff report noting previously on July 7, 2014 City Council authorized staff to negotiate a contract with Nationwide Environmental Services and now has the final form of the contract and recommends executing the contract by December 1, 2014 to transition to a new street sweeper.

Council questioned the routes that the waste haulers and street sweepers would be using and if notices would be going out to the residents regarding street sweeping and waste hauling days and times. Staff stated the agencies will work together and yes notices will be provided.

Motion by Council Member Gomez to Authorize the Interim City Manager to execute the contract with Nationwide Environmental Services, seconded by Council Member Hernandez. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Hernandez, Gomez, Vice Mayor Macias and Mayor Perez

NOTES: Council Member(s): None

CITY MANAGER

11. Discussion / Action on Cost of Additional Performance Bond for United Pacific Waste (UPW) Contract

At the request of a Council Member, Interim City Manager informed the Council that a quote of \$9,000 was provided to add an additional \$300,000 to the performance bond it was proposed previously but was not executed, currently it is being presented again but it is at the discretion of the Council noting that this would be for one year and reviewed again at that time to see if Council wishes to continue with the additional bond amount.

Council Members Amezcuita, Gomez and Vice Mayor Macias support adding the additional amount to the performance bond.

Mayor Perez and Council Member Hernandez both feel the current amount is sufficient.

Motion by Amezcuita to increase bond, seconded by Vice Mayor Macias. Motion passed 3-2 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Gomez and Vice Mayor Macias

NOES: Council Member(s): Hernandez and Mayor Perez

12. Approve Agreement with Parking Company of America to Manage Off Street Parking Lots and Overnight Parking Permit Program for the City of Huntington Park

Interim City Manager presented the report.

City Attorney informed the Council that the contracts are attached to the report for review and if there are any changes to note for the record.

Interim City Manager announced changes to the 6330 Rugby Avenue lease agreement the amount of \$ 6,000 should be \$9,000 reflecting the size of the lot and to the provisions regarding capital improvements as to whether the City would make the improvements or the vendor noting it would be cost effective if the vendor made the improvements.

Council Member Hernandez asked Interim City Manager to clarify the overnight parking. He presented a PowerPoint on the parking management proposal providing a proposed overnight parking permit program, pilot program and the scope of service that would be provided by Parking Company of America, staff is hoping to implement after January 1, 2015 and in addition the Police Department will be installing cameras.

Interim City Manager announced that in the future the City is looking into obtaining sensors through grant money that would allow the City to know if a car has been parked in the lot which would reduce cost to the city.

Motion by Council Member Gomez to approve pilot program for City off street parking lots and authorize the Interim City Manager to execute the agreement with Parking Company of America to implement and manage off street parking lots and overnight parking permit program, seconded by Council Member Amezcuita. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Hernandez, Gomez, Vice Mayor Macias and Mayor Perez

NOTES: Council Member(s): None

13. Approve Parking Lease Agreement with Parking Company of America to Manage the Parking Structure at 6330 Rugby Avenue (Reference Staff Report Item 12)

Motion by Council Member Gomez to approve parking lease agreement to manage the parking structure at 6330 Rugby Avenue, seconded by Council Member Amezcuita. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Hernandez, Gomez, Vice Mayor Macias and Mayor Perez

NOTES: Council Member(s): None

14. Approve Parking Lease Agreement with Parking Company of America to Manage the Parking Structure at 6535 Rugby Avenue (Reference Staff Report Item 12)

Motion by Council Member Gomez to approve parking lease agreement to manage the parking structure at 6535 Rugby Avenue, seconded by Council Member Amezcuita. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Hernandez, Gomez, Vice Mayor Macias and Mayor Perez

NOTES: Council Member(s): None

15. Discussion / Action on Alternative Rail Route Options for Eco-Rapid Line

Interim City Manager stated this item is discussion only that the city will have a meeting with MTA along with representative from City of Vernon to discuss alternate routes along with discussion of revitalization of Pacific Blvd.

16. Discussion / Action of City Hall Closure during Weeks of Christmas / New Year's
Interim City Manager asked Council to approve the closure of City Hall during weeks of Christmas / New Year's stating this had been done last year.

Mayor Perez asked that notice go out to the residents ahead of time.

Motion by Council Member Gomez to approve City Hall Closure during Weeks of Christmas / New Year's, seconded by Council Member Hernandez. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Hernandez, Gomez, Vice Mayor Macias and Mayor Perez

NOTES: Council Member(s): None

17. Consideration of Ordinance Amending Chapter 11 of Title 5, Amending and Adding Provisions to Chapter 2 of Title 6, Amending Chapter 7 of Title 6, and Adding Chapter 8 to Title 6 of the Huntington Park Municipal Code Relating to Solid Waste

Interim City Manager presented the first reading of the proposed ordinance as stated.

Motion by Council Member Gomez to approve the first reading and introduce Ordinance 934-NS, amending Chapter 11 of Title 5, amending and adding provisions to Chapter 2 of Title 6, amending Chapter 7 of Title 6, and adding Chapter 8 to Title 6 of the City of Huntington Park's Municipal Code as it relates to solid waste, seconded by Council Member Hernandez. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Hernandez, Gomez, Vice Mayor Macias and Mayor Perez

NOTES: Council Member(s): None

SUBSEQUENT ITEM

18. Discussion / Action on Overhead lights on Pacific Boulevard.

Interim City Manager introduced City Attorney Birrueta who explained that the Los Angeles County Fire Code has provisions that prohibit the lights from hanging across the streets but that they can hang parallel. She stated that the Interim City Manager would like to propose wire going across to hang the lights.

Council discussed at length the request by County and feel that this has not be addressed previously and is concerned why now. City Attorney noted that we need to comply and that the City has 21 days but that the County is willing to work with the City if more time is needed.

The Council directed Interim City Manager to find a solution.

Motion by Council Member Gomez to find an alternate solution, seconded by Council Member Hernandez. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Hernandez, Gomez, Vice Mayor Macias and Mayor Perez

NOTES: Council Member(s): None

Mayor Perez went around and asked each department head if they had anything to report

Parks and Recreation Director Espinosa– nothing to report.

Chief of Police Cisneros reiterated on a comment made during public comment regarding stickers and advertisement on public right-of-ways, he stated that the presentation made by GPC will focus on this issue and ask for the citizens to participate. He then reported on crimes in the City and supports the City being transparent.

City Attorney Birrueta – nothing to report.

Interim City Manager Morales reiterated on crimes in the City.

Interim City Clerk Schwartz – nothing to report.

WRITTEN COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

Council Member Mario Gomez reiterated on the comment made by Alex Reynoso during public comment on the order of the agenda with regards to closed session and suggested putting a time limit on closed session and if not finished come back. Also asked staff to note down invitations that Council receives and add to their calendar. He commented on the leasing of city parking and asked

City Attorney Birrueta suggested addressing the closed session items first while on a time limit then come back and address the other issues without a time limit.

Mayor Perez stated this was tried before and was unsuccessful.

Interim City Manager Morales noted most of the time is spent on presentations and suggested changing the order of the agenda.

Council Member Amezquita suggested we bring back for discussion order of agenda. Council Member Gomez agreed.

Mayor Perez would also like to bring back for discussion, order of agenda.

Council Member Amezcua commented on Christmas lights and acknowledge the approval of award of contract to Nationwide.

Interim City Manager Morales stated he would bring back for discussion and direction Christmas lights at the next City Council Meeting.

Council Member Hernandez acknowledged the efforts of the Police Department on the closing of the marijuana dispensaries. She commented on water improvements, parking in the City, lights on Pacific Blvd., and invited the public to the 2nd Annual Symposium Breaking the Silence of Domestic Violence and Sexual Assault.

Vice Mayor Macias asked Council for their support in approving the requested resolution.

- Discussion / Action on Resolution in support of Ethnic Studies in LAUSD

Interim City Manager Morales read the resolution at Council's request.

Motion by Council Member Gomez to adopt Resolution No. 2014-40, in support of Ethnic Studies in Los Angeles Unified School District (LAUSD), seconded by Council Member Hernandez. Motion passed by one motion.

Vice Mayor Macias requested to agendaize the process of business license. Interim City Manager stated he would bring back to Council at a later date.

Mayor Rosa E. Perez announced the City Clerk had received a phone call regarding the subject ordinance.

- Discussion / Action on Animal Neutering / Spaying Ordinance

Chief of Police stated the department is currently working on the current issue with the city's prosecutors office and will bring it before Council at a later date.

ADJOURNMENT

At 10:50 pm Mayor Perez adjourned the meeting in memory of Council Member Michael A. Ybarra, City of Vernon to the next Regular Meeting of the City of Huntington Park City Council on Monday, October 20, 2014 at 6:00 pm.

Respectfully submitted,

Donna G. Schwartz, CMC
Interim City Clerk

CITY OF HUNTINGTON PARK
Demand Register
11/3/2014

Date: 10/31/2014

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
ADH ENTERPRISES INC	1607	111-6022-451.43-10	REC CENTER ROOF REPAIR	1,600.00	N
				1,600.00	
ADMIN SURE	7252	745-9030-413.33-70	WRKS COMP CLM ADMIN	7,080.40	N
	7220	745-9030-413.33-70	WRKRS COMP CLM ADMIN	7,080.40	N
				14,160.80	
ADMINISTRATIVE SERVICES COOP, INC.	320411	219-0250-431.56-45	FIESTA TAXI SEP 2014	69,744.37	N
	320411	219-0250-431.56-45	ADMIN FEES SEP 2014	6,587.59	N
	320411	219-0250-431.56-45	PER TRIP FEE SEP 2014	3,868.50	N
	320411	219-0250-431.56-45	NEW CARDS FEE SEP 2014	90.00	N
	320411	219-0000-340.10-00	CO-PAID PER TRIP AUG 2014	-3,868.50	N
				76,421.96	
AGHABEGIAN & ASSOCIATES	BC504731	745-9031-413.52-30	MARTINEV VS HP SETTLEMENT	9,000.00	Y
				9,000.00	
AILEEN SANCHEZ	48521/49861	111-0000-228.20-00	REF-SLT LK PK SOC HALL	500.00	N
				500.00	
AIM CONSULTING SERVICES	HPC-005	212-6010-451.73-10	PROJ MGMT SRVCS	13,440.00	N
				13,440.00	

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ALEIDA SALAZAR	16667-9096	681-0000-228.70-00	WATER FINAL BILL REFUND	72.54	N
				72.54	
ALL CITY MANAGEMENT SERVICES	36653	111-7022-421.56-41	CROSSING GAURD SRVCS	5,186.14	N
				5,186.14	
ALVAKA NETWORKS	153342SA	111-7010-421.56-41	STAFF AUGMENT 10/2014	1,980.00	N
	153313NP	111-7010-421.56-41	NETWORK MGMT	4,998.75	N
	153343SA	111-7010-421.56-41	STAFF AUGMENT 10/2014	1,170.00	N
				8,148.75	
AMERI PRIDE UNIFORM SERVICES INC	1400953695	111-8020-431.16-20	LAUNDRY/RENTAL SRVCS	106.48	N
	1400953695	741-8060-431.61-20	LAUNDRY/RENTAL SRVCS	23.00	N
	1400958526	741-8060-431.43-20	LAUNDRY/RENTAL SRVCS	23.00	N
	1400958526	111-8020-431.16-20	LAUNDRY/RENTAL SRVCS	106.48	N
	1400942973	111-8020-431.16-20	LAUNDRY/RENTAL SRVCS	106.48	N
	1400942973	741-8060-431.61-20	LAUNDRY/RENTAL SRVCS	23.00	N
	1400948192	111-8020-431.16-20	LAUNDRY/RENTAL SRVCS	106.48	N
	1400948192	741-8060-431.61-20	LAUNDRY/RENTAL SRVCS	23.00	N
				517.92	
AMERICAN PUBLIC WORKS ASSOC	NOV 14-OCT 15	111-4010-431.64-00	MEMBERSHIP DUES	130.50	N
				130.50	

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AMERICAN RENTALS INC	97223	226-9010-419.74-10	CANOPY RENTALS	331.75	N
				331.75	
ANNA CONTRERAS	49853	111-0000-347.70-05	REF-MNTHLY MBRSH	15.00	N
				15.00	
ARROWHEAD MOUNTAIN SPRING WATER CO.	04J0030225171	111-3010-415.61-20	DRINKING WATER-FINANCE	83.75	N
	04J0030358998	111-5010-419.61-20	DRINKING WATER-COMM DVLPT	23.94	N
	14J0001984541	741-8060-431.43-20	DISTILLED WTR-BATT MAINT	16.81	N
				124.50	
AT&T	11/03/2014	111-9010-419.53-10	PHONE SERVICE	478.62	N
	11/03/2014	111-7010-421.53-10	PHONE SERVICE	631.06	N
	11/03/2014	286-8050-432.61-20	PHONE SERVICE	200.92	N
	11/03/2014	681-8030-461.53-10	PHONE SERVICE	193.16	N
				1,503.76	
AT&T MOBILITY	11/03/2014	111-9010-419.53-10	PHONE SERVICE	848.47	N
	11/03/2014	111-7010-421.53-10	PHONE SERVICE	3,654.96	N
				4,503.43	

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AT&T PAYMENT CENTER	11/03/2014	111-9010-419.53-10	PHONE SERVICE	487.37	N
	11/03/2014	111-7010-421.53-10	PHONE SERVICE	63.25	N
				550.62	
BARBARA PECKLER	709512	111-7010-421.61-20	NOTARY JOURNAL REIMB	10.00	N
				10.00	
BENEFIT ADMINISTRATION CORPORATION	6025672-IN	111-0230-413.56-41	ADMIN FEE SEP 2014	50.00	N
				50.00	
BLANCA MARTINEZ	39200/49745	111-0000-228.20-00	REF-SLT LK PK CLB RM 2	150.00	N
				150.00	
BLUE TARP FINANCIAL, INC.	1609458066	741-8060-431.43-20	PARTS UNIT 203	222.12	N
				222.12	
BLX GROUP LLC,	41612-10574/092	151-5030-465.82-30	INTERIM ARBITAGE PREP	2,000.00	Y
				2,000.00	
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 9/28/2014	802-0000-217.30-10	EMPL CONTR	36,324.61	N
	PPE 9/28/2014	802-0000-218.10-10	MISC CNTRB	24,525.28	N
	PPE 9/28/2014	802-0000-218.10-10	SAFETY CTRB	69,463.58	N
				130,313.47	

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CALPERS	1566	746-0213-413.52-30	ACTIVE EMPLOYEES	157,120.45	N
	1566	746-0213-413.56-41	ADMIN FEE-ACTIVE	476.67	N
	1566	217-0230-413.28-00	RETIREE	118,151.65	N
	1566	217-0230-413.56-41	ADMIN FEE-RETIREE	476.66	N
				276,225.43	
CANON	14256256	111-3011-419.43-05	PRINTER MAINT SRVCS	378.53	Y
	14256256	681-3022-415.43-05	PRINTER MAINT SRVCS	378.53	Y
				757.06	
CARLOS GOMEZ	6	745-9030-413.56-41	EMPLYEE WELLNESS PROG	475.00	Y
				475.00	
CELL BUSINESS EQUIPMENT	IN1630305	111-7010-421.44-10	COPIER LEASE EXPENSES	403.47	N
				403.47	
CHALLENGER SPORTS CORP.	7/7/14-7/11/14	111-6060-466.33-20	FIRST KICK SPORTS CAMP	123.20	N
				123.20	
CHANGTHONG AOUMDOW	20447-20786	681-0000-228.70-00	WATER FINAL BILL REFUND	152.47	N
				152.47	

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CHHP HOLDINGS II, LLC	2000063253-0001	111-7022-421.56-15	EMERGENCY MEDICAL SRVCS	946.00	N
				946.00	
CINDY REYNOSO	49748	111-0000-228.20-00	REF SLT LK PK SOC HALL	500.00	N
				500.00	
CITY OF HUNTINGTON PARK - STANDARD	PPE 10/26/2014	802-0000-217.50-70	ADD LIFE INS	956.29	N
				956.29	
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 10/26/2014	802-0000-217.60-50	LEGAL SHIELD	160.50	N
				160.50	
CIVIC PLUS	150263	111-9010-419.56-41	CITY DOMAIN CHNG-HPCA.GOV	150.00	Y
				150.00	
CLINICAL LAB OF SAN BERNARDINO, INC	938847	681-8030-461.56-41	WTR SMPLNG FEES SEP 2014	1,068.50	N
				1,068.50	
DATA TICKET INC.	55252	111-7065-441.56-41	ANIMAL CNTRL CITE PROCESS	25.00	N
	56062	111-7065-441.56-41	ANIMAL CNTRL CITE PROCESS	25.00	N
	56007	239-7055-424.56-41	CITE PROCESS	785.00	N
	55195	239-7055-424.56-41	CITE PROCESS	605.00	N
				1,440.00	

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DAY WIRELESS SYSTEMS	69259	111-7022-421.61-24	SERVICE	237.50	N
				237.50	
DE LAGE LANDEN	43006583	111-7010-421.44-10	COPIER LEASE PAYMENT	685.56	N
				685.56	
DEBORA HERNANDEZ	49293/49747	111-0000-228.20-00	REF-SLT LK PK N PRKG LOT	150.00	N
				150.00	
DEKRA-LITE INDUSTRIES, INC.	ORD035266-A	232-5010-419.73-10	HOLIDAY STREET DECORATION	11,560.42	Y
				11,560.42	
DELTA DENTAL INSURANCE COMPANY	BE000950876	746-0214-413.52-70	PMI BENE- ACTIVE & COBRA	3,287.41	N
	BE000954980	746-0214-413.52-70	DNTL BENE- ACTIVE & COBRA	7,609.50	N
				10,896.91	
DEPARTMENT OF ANIMAL CARE & CONTROL	10/15/2014	111-7065-441.56-41	MONTHLY HOUSING COST	9,029.56	N
	9/15/2014	111-7065-441.56-41	MONTHLY HOUSING COST	9,875.33	N
				18,904.89	
DEPARTMENT OF CORONER	15ME0079	111-7030-421.56-41	AUTOPSY REPORTS	84.00	N
				84.00	

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DF POLYGRAPH	2014-7	111-7010-421.56-41	POLYGRAPH EXAMINATIONS	175.00	N
				175.00	
DIAMOND ENVIRONMENTAL SERVICES	274380	226-9010-419.74-10	EQUIP RNTL-RSTRMS & BARRI	1,752.47	N
				1,752.47	
DONNA G. SCHWARTZ	103	111-1010-411.56-41	INTERIM CTY CLRK SRVCS	2,280.00	Y
				2,280.00	
DYNAMITE INVESTMENTS LP	21065-14124	681-0000-228.70-00	WATER FINAL BILL REFUND	295.40	N
				295.40	
EDGAR JUAREZ	001	334-4010-431.56-41	RIDE LEADER	150.00	N
				150.00	
ENVIRONMENTAL SERVICES COMPANY	2014-134	741-8060-431.43-20	HAZMAT TRANS & DISPOSAL	1,923.00	N
				1,923.00	
EXPRESS PIPE & SUPPLY CO., LLC	S5298402.001	535-6090-452.61-20	SLT LK PK GRATE REPLACE	298.10	N
				298.10	

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F&A FEDERAL CREDIT UNION	PPE 10/26/2014	802-0000-217.60-40	F&A CREDIT UNION	20,885.68	N
				20,885.68	
FIELDTURF USA, INC.	631446	212-6010-451.73-10	SOCCER FLD TURN/INSTALL	321,526.37	N
				321,526.37	
FIRESTONE COMPLETE AUTO CARE	112219	741-8060-431.43-20	TIRE REPLCMNT UNIT 968	167.05	N
				167.05	
GAID EMAD HANNA	3165336	111-0000-228.70-20	PARKING TICKET REFUND	132.50	N
				132.50	
GALLS	BC0106721	111-7022-421.61-24	UNIFORM	28.34	N
	BC0107177	231-7060-421.61-20	UNIFORM	486.93	N
	BC0107180	231-7060-421.61-20	UNIFORM	216.87	N
	BC0107173	111-7022-421.61-24	UNIFORM	2,068.89	N
	BC0106967	111-7022-421.61-28	UNIFORM	817.28	N
				3,618.31	
GRAFFITI PROTECTIVE COATINGS INC.	3326-0914	220-8070-431.56-41	BUST STOP MAINT-GRAFFITI	6,151.86	N
	2205-0914	111-8095-431.56-75	PARKS MAINT-GRAFFITI	6,175.00	N
	1005-0914	111-8095-431.56-75	GRAFFITI REMOVAL	20,521.10	N

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GRAFFITI PROTECTIVE COATINGS INC.	1005-0914	239-8095-431.56-75	GRAFFITI REMOVAL	4,666.66	N
				37,514.62	
GUSTAVO HERNANDEZ	10222014	111-6020-451.61-35	EVENT SUPPLY/FOOD REIMB	77.78	N
				77.78	
H P OFFICE SUPPLIES	369898	111-6020-451.61-35	SUPPLIES-SUMMER CAMP	58.83	N
				58.83	
HAL BERGMAN	001	334-4010-431.56-41	PHOTOGRAPHER	250.00	N
				250.00	
HF&H CONSULTANTS, LLC	9712865	112-8026-431.32-70	WASTE RFP/CNTRCT NGTN	7,937.93	N
				7,937.93	
HOME DEPOT - PARKS & RECREATION	9261829	111-6010-451.61-20	SUPPLIES	20.68	N
	262033	111-6020-451.61-35	SUPPLIES	43.47	N
	9262354	111-6020-451.61-35	SUPPLIES	30.41	N
				94.56	
HOVIG GARABEDIAN	HP-S0026	111-6040-451.61-35	FORFEIT FEE-MEN'S BSKTBLL	30.00	N
				30.00	

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HYDRO TEK SYSTEMS INC.	0180667-IN	741-8060-431.43-20	PARTS UNIT 208	224.89	N
				224.89	
JDS TANK TESTING & REPAIR INC	6675	741-8060-431.43-20	MNTHLY DESIG OPER	135.00	N
				135.00	
JERRY'S AUTO BODY, INC.	28622	741-8060-431.43-20	REPAIRS UNIT 277	783.35	N
				783.35	
JORGE AGUILAR	3159158	111-0000-228.70-20	PARKING TICKET REFUND	77.50	N
				77.50	
JOSEFINA LEDESMA	48370/49749	111-0000-228.20-00	REF-SLT LK PK CLB RM 2	150.00	N
				150.00	
KATHRYN LORENA MARIE NAMEY	001	334-4010-431.56-41	RIDE LEADER/MARKETING	150.00	N
				150.00	
KIM DON	11091-24754	681-0000-228.70-00	WATER FINAL BILL REFUND	41.96	N
				41.96	
KRISTA CARLSON	#02	239-5035-465.56-54	PRESS RELEASE	75.00	N
				75.00	

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LA COUNTY SHERIFF'S DEPT	150993ST	111-7022-421.56-41	FOOD SERVICES	903.05	N
				903.05	
LAN WAN ENTERPRISE, INC	51091	111-9010-419.56-64	IT SRVCS MAINT OCT 2014	3,500.00	N
	51091	111-7010-421.56-41	KIOSK SYS INTEGRN (PD)	3,500.00	N
	51163	111-9010-419.56-64	HPCA.GOV DOMAIN CHNG	74.82	N
				7,074.82	
LEE MONNE	21569-7156	681-0000-228.70-00	WATER FINAL BILL REFUND	57.90	N
				57.90	
LEGAL SHIELD	OCT 2014	802-0000-217.60-50	ID THFT PRTCT/ACTIVE EMPL	347.70	N
				347.70	
LGP EQUIPMENT RENTALS INC	33591	226-9010-419.74-10	LIGHT TOWER RENTAL	550.00	N
				550.00	
LIFESTEPS	12	242-5098-463.73-15	HOME PROG MGMT	36,604.00	N
	9	242-5098-463.73-15	HOME PROG MGMT	39,602.00	N
	9	242-5098-463.73-15	HOME PROG MGMT	36,894.00	N
				113,100.00	

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LONG BEACH BMW	111497	741-8060-431.43-20	REPAIRS UNIT 776	1,463.10	N
				1,463.10	
LOS ANGELES COUNTY	30701	229-7010-421.56-41	BIKE VALET SRVCS	1,500.00	Y
	30704	334-4010-431.56-41	OPERATION FIREFLY SRVCS	1,600.00	Y
				3,100.00	
LOS ANGELES NEWS GROUP	0000193739	111-0230-413.54-00	EMPL POSITION ADVERT	790.75	N
				790.75	
MARKO MENDOZA		111-7010-421.59-20	CLASS REG REIMB	5.00	N
				5.00	
MCMASTER-CARR SUPPLY CO.	13094665	111-6022-451.43-10	STEEL SHOWER CURT RODS	82.85	N
				82.85	
MICHAEL BOWERS	ANNOUCR 9/27/14	334-4010-431.56-41	RACE ANNOUNCER	150.00	N
				150.00	
MIRACLE RECREATION EQUIPMENT	754321	535-6090-452.61-20	SWINGS/SLT LK PK	1,158.61	N
				1,158.61	
CAMERON BOND	001	111-0000-399.77-05	1ST PLC PRZ GAUNTLET RACE	100.00	Y

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ABRAHAM FIGUEROA	001	111-0000-399.77-05	1ST PLC PRZ GAUNTLET RACE	100.00	Y
				200.00	
NATION WIDE RETIREMENT SOLUTIONS	PPE 10/26/2014	802-0000-217.40-10	DEFERRED COMP	20,008.08	N
				20,008.08	
NATIONWIDE CAPITAL GROUP INC	21457-562	681-0000-228.70-00	WATER FINAL BILL REFUND	72.80	N
				72.80	
NETMOTION WIRELESS	53713-1	111-7040-421.56-41	SOFTWARE LIC/MAINT	2,362.50	N
				2,362.50	
NETWORK INNOVATION ASSOCIATES	11325	150-7075-429.57-73	SATELLITE COMMS-EMERGENCY	5,004.00	N
				5,004.00	
OLLIN CONSULTING FIRM	15	220-8070-431.56-41	EVENT MRKTNG/ORGZNZNG	500.00	Y
				500.00	
PAC HP HOLDINGS LLC	NOV 2014	111-7022-421.44-10	PD SUBSTATION RENT	115.76	N
				115.76	
PARENT PROJECT, INC.	6716	111-7010-421.61-21	CLASS SUPPLIES	216.00	N
				216.00	

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PARS	29857	217-0230-413.56-41	TRUST ADMIN PARS REP FEES	2,121.80	N
	29986	111-9010-419.56-41	TRUST ADMIN PARS ARS FEES	400.73	N
				2,522.53	
PET PROJECT PRODUCTIONS, LLC.	92914	334-4010-431.56-41	EVENT MRKTNG/RIDE ORGANZ	150.00	N
	92614	220-8070-431.56-41	SOC MEDIA MRKTNG	1,100.00	N
				1,250.00	
POLICE CHIEF JORGE CISNEROS AND	9/23/2014	229-7010-421.56-12	NARCOTICS INVSTGTN FUND	8,265.00	Y
				8,265.00	
PROCUREIT	PITI4145	111-7010-421.61-20	SOFTWARE LICENSING	1,297.19	N
				1,297.19	
PROMOTIONAL DESIGN GROUP	25879	222-4010-431.73-10	STATION/FLUTTER FLAGS	2,277.60	Y
				2,277.60	
PRUDENTIAL OVERALL SUPPLY	50651494	111-8022-419.43-10	MAT RENTAL	27.98	N
	50646322	111-8022-419.43-10	MAT RENTAL	27.98	N
	50656623	111-6010-451.56-41	MAT CLEAN- SLT LK PRK	74.97	N
	50656622	111-6010-451.56-41	MAT CLEAN- HPCC	38.83	N
				169.76	

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REYNALDO DE LA TORRE	HP-S0027	111-6040-451.61-35	FORFEIT FEE-MEN'S BSKTBLL	30.00	N
				30.00	
RIO HONDO COLLEGE	F14-41-ZHPK	111-7010-421.59-10	CLASS FEES	53.00	N
	1415-RNG-HNT-48	111-7010-421.56-41	RANGE FEES	900.00	N
				953.00	
RUTAN & TUCKER, LLP	700870	111-0220-411.32-70	SEP 14 GEN LEGAL SRVS	1,815.49	N
	700872	681-8030-461.32-70	SEP 14 STORMWATER REGUL	20.00	N
	700879	681-8030-461.32-70	SEP 14 ZOE AVE SINKHOLE	1,610.00	N
	700871	681-8030-461.32-70	SEP 14WRD LEGAL SERVICES	680.00	N
	700878	216-0230-413.32-70	SEP 14 PROP TAX LITIGATIO	180.00	N
	700873	112-8026-431.32-70	SEP 14 LEGAL SRVCS RFP	8,125.15	N
	700877	112-8026-431.32-70	SEP 14 TRASH AUDIT (CDS)	740.38	N
	700876	112-8026-431.32-70	SEP 14 TRASH AUDIT (WM)	800.00	N
				13,971.02	
SAFETY KLEEN	64973464	741-8060-431.43-20	PARTS WASHER MAINT	524.10	N
				524.10	
SAN BERNARDINO COUNTY SHERIFF-EVOC	11/03-07/2014	111-7010-421.59-10	REGISTRATION - H. MIRANDA	116.00	N

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SAN BERNARDINO COUNTY SHERIFF-EVOC	11/03-07/2014	111-7010-421.59-10	REGISTRATION - V. RAMOS	116.00	N
				232.00	
SEA HAWK SURVELLAINCE INC.	0000120-PL	222-5030-431.74-10	PARKING LOT CAMERA PROJ	120,000.00	Y
	0000120-PL	229-7010-421.74-10	PARKING LOT CAMERA PROJ	16,470.72	Y
				136,470.72	
SERRATO & ASSOCIATES INC	10/29/2013	111-7010-421.59-30	REGISTRATION - D. VAZQUEZ	60.00	N
	5/14/2013	111-7010-421.59-30	REGISTRATION - S. SCHUCH	60.00	N
	5/20/2013	111-7010-421.59-30	REGISTRATION - C. LOZANO	60.00	N
				180.00	
SHELL FLEET PLUS	79043758410	111-7010-421.61-20	CITY FUEL PURCHASE	1,331.30	N
				1,331.30	
SILVANO SALDIVAR JR	102114	111-6020-451.61-35	SUPPLY REIMB	15.24	N
				15.24	
SMART & FINAL	138403	111-6020-451.61-35	EVENT/MEETING FOOD SUPPL	139.91	Y
	146270	111-6020-451.61-35	EVENT/MEETING FOOD SUPPL	43.55	Y
	149948	111-6020-451.61-35	EVENT/MEETING FOOD SUPPL	32.97	Y
	150169	111-6020-451.61-35	EVENT/MEETING FOOD SUPPL	408.22	Y
	151214	111-6020-451.61-35	EVENT/MEETING FOOD SUPPL	23.43	Y

CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
SMART & FINAL	184182	111-6020-451.61-35	EVENT/MEETING FOOD SUPPL	59.61	Y
	148655	111-0230-413.61-20	EVENT/MEETING/FOOD SUPPLI	17.88	Y
	184774	111-0210-413.64-00	EVENT/MEETING/FOOD SUPPLI	123.67	Y
	184775	111-0110-411.66-05	EVENT/MEETING/FOOD SUPPLI	96.25	Y
	180960	681-8030-461.54-00	EVENT/MEETING/FOOD SUPPLI	16.28	Y
	185182	681-8030-461.64-00	EVENT/MEETING/FOOD SUPPLI	15.03	Y
	189688	681-8030-461.64-00	EVENT/MEETING/FOOD SUPPLI	14.47	Y
	164126	121-7040-421.56-14	FOOD/SUPPLIES	31.70	Y
				1,022.97	
SOUTH COAST AIR QUALITY MGMT DISTR.	2765613	741-8060-431.43-20	6719 COTTAGE EMISS FEE	119.76	N
	2764463	741-8060-431.43-20	6719 COTTAGE AIR STRIPPNG	1,188.39	N
				1,308.15	
SOUTHERN CALIFORNIA	9/16-10-16/2014	681-8030-461.62-20	CUST ACCT# 2-01-855-1531	3,562.14	N
	9/4-10/3/2014	111-7020-421.62-10	CUST ACCT# 2-34-282-3044	125.13	N
	9/17-10/17/2014	535-8016-431.62-10	CUST ACCT# 2-28-666-9312	54.59	N
	9/17-10/17/2014	535-8016-431.62-10	CUST ACCT# 2-28-688-3483	39.45	N
	9/17-10/17/2014	535-8016-431.62-10	CUST ACCT# 2-28-688-3616	54.41	N
	9/17-10/17/2014	535-8016-431.62-10	CUST ACCT# 2-28-688-3871	59.31	N
	9/17-10/17/2014	535-8016-431.62-10	CUST ACCT# 2-28-688-4184	86.06	N
	9/17-10/17/2014	535-8016-431.62-10	CUST ACCT# 2-28-688-4218	38.19	N
	9/17-10/17/2014	535-8016-431.62-10	CUST ACCT# 2-29-265-1387	33.62	N

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
SOUTHERN CALIFORNIA	9/17-10/17/2014	535-8016-431.62-10	CUST ACCT# 2-29-265-1403	52.35	N
	9/17-10/17/2014	535-8016-431.62-10	CUST ACCT# 2-29-265-1494	240.59	N
	9/17-10/17/2014	535-8016-431.62-10	CUST ACCT# 2-31-764-2304	76.95	N
	9/6-10/6/2014	111-8022-419.62-10	CUST ACCT# 2-01-854-7661	1,252.33	N
	9/6-10/6/2014	681-8030-461.62-20	CUST ACCT# 2-01-854-7661	1,252.32	N
	9/9-10/9/2014	111-6022-451.62-10	CUST ACCT# 2-01-854-7489	24.46	N
	9/10-10/9/2014	111-6022-451.62-10	CUST ACCT# 2-32-564-3120	27.35	N
	9/11-10/10/2014	535-8016-431.62-10	CUST ACCT# 2-29-179-3487	69.23	N
	9/11-10/10/2014	535-8016-431.62-10	CUST ACCT# 2-29-179-3537	58.75	N
	9/10-10/9/2014	535-8016-431.62-10	CUST ACCT# 2-29-179-3594	69.07	N
	9/11-10/10/2014	535-8016-431.62-10	CUST ACCT# 2-29-179-3610	55.36	N
	9/10-10/9/2014	535-8016-431.62-10	CUST ACCT# 2-29-179-3750	60.41	N
	9/11-10/10/2014	535-8016-431.62-10	CUST ACCT# 2-29-179-3792	56.84	N
	9/5-10/6/2014	111-7020-421.62-10	CUST ACCT# 2-11-903-2886	7,418.91	N
	7/8-8/6/2014	111-7020-421.62-10	CUST ACCT# 2-27-682-4422	1,203.52	N
	7/8-8/6/2014	535-8016-431.62-10	CUST ACCT# 2-15-735-6858	6,045.14	N
	8/28-10/3/2014	535-8016-431.62-10	CUST ACCT# 2-15-735-6825	1,705.32	N
	8/28-10/3/2014	231-3024-415.62-10	CUST ACCT# 2-15-735-6825	339.43	N
	9/5-10/6/2014	221-8014-429.62-10	CUST ACCT# 2-15-895-7720	3,076.91	N
				27,138.14	
STANDARD INSURANCE COMPANY	NOV 2014	746-0216-413.52-80	INS/LIF, AD&D, LT BEN-ACT	7,790.30	N

CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
STANDARD INSURANCE COMPANY	OCT 2014	746-0216-413.52-80	INS/LIF, AD&D, LT BEN-ACT	7,771.15	N
				15,561.45	
STAPLES ADVANTAGE	8031627986	111-0110-411.61-20	OFFICE SUPPLIES	80.73	N
	8031627986	111-0210-413.61-20	OFFICE SUPPLIES	89.81	N
	8031627986	111-0230-413.61-20	OFFICE SUPPLIES	-185.25	N
	8031627986	111-1010-411.61-20	OFFICE SUPPLIES	357.26	N
	8031627986	111-3010-415.61-20	OFFICE SUPPLIES	531.95	N
	8031627986	111-5010-419.61-20	OFFICE SUPPLIES	238.43	N
	8031627986	111-6010-451.61-20	OFFICE SUPPLIES	476.62	N
	8031627986	111-6020-451.61-35	OFFICE SUPPLIES	100.80	N
	8031627986	111-7010-421.61-20	OFFICE SUPPLIES	455.81	N
	8031627986	111-7010-421.61-21	OFFICE SUPPLIES	360.68	N
	8031627986	111-7030-421.61-20	OFFICE SUPPLIES	152.34	N
	8031627986	111-7040-421.61-32	OFFICE SUPPLIES	282.31	N
	8031627986	239-5060-463.61-20	OFFICE SUPPLIES	97.61	N
	8031627986	239-7055-424.61-23	OFFICE SUPPLIES	435.99	N
	8031627986	745-0230-413.61-20	OFFICE SUPPLIES	493.63	N
				3,968.72	
SUNGARD PUBLIC SECTOR INC.	89458	111-7010-421.43-05	LOCKBOX MODIFICATION (PD)	800.00	N
	89113	111-0230-413.43-05	MAINT SRVCS NOV 1-30/2014	642.25	N
	89113	111-3010-415.43-05	MAINT SRVCS NOV 1-30/2014	1,369.16	N

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
SUNGARD PUBLIC SECTOR INC.	89113	111-3011-419.43-05	MAINT SRVCS NOV 1-30/2014	3,885.97	N
	89113	111-6010-451.43-05	MAINT SRVCS NOV 1-30/2014	303.24	N
	89113	111-7010-421.43-05	MAINT SRVCS NOV 1-30/2014	117.50	N
	89113	111-9010-419.56-64	MAINT SRVCS NOV 1-30/2014	862.04	N
	89113	219-0250-431.61-20	MAINT SRVCS NOV 1-30/2014	7.40	N
	89113	220-8070-431.61-20	MAINT SRVCS NOV 1-30/2014	8.21	N
	89113	221-8010-431.61-20	MAINT SRVCS NOV 1-30/2014	47.95	N
	89113	231-3024-415.61-20	MAINT SRVCS NOV 1-30/2014	11.25	N
	89113	239-6060-466.61-20	MAINT SRVCS NOV 1-30/2014	25.75	N
	89113	242-5060-463.61-20	MAINT SRVCS NOV 1-30/2014	14.09	N
	89113	283-8040-432.74-10	MAINT SRVCS NOV 1-30/2014	0.62	N
	89113	285-8050-432.61-20	MAINT SRVCS NOV 1-30/2014	3.95	N
	89113	681-3022-415.43-05	MAINT SRVCS NOV 1-30/2014	3,105.88	N
	89113	681-3022-415.74-10	MAINT SRVCS NOV 1-30/2014	16.73	N
	89113	741-8060-431.61-20	MAINT SRVCS NOV 1-30/2014	15.82	N
				11,237.81	
TED A. ROGERS	HP001	334-4010-431.56-41	HP GRAN PRIX MARKETING	250.00	Y
				250.00	
TELEPACIFIC COMMUNICATIONS	60558357-0	111-9010-419.53-10	CITY INTERNET SRVCS	1,169.82	Y
	60558357-0	111-7010-421.53-10	CITY INTERNET SRVCS	550.94	Y
				1,720.76	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
THE GARAGE BOARD SHOP	2014-0020	226-9010-419.74-10	DJ/PA EQUIP RENTAL	450.00	N
	2014-0021	226-9010-419.74-10	DJ/PA EQUIP RNTL 3HR OT	350.00	N
				800.00	
THE GAS COMPANY	10/14/2014	111-6022-451.62-10	ACCT# 038 340 0782	34.54	N
	10/14/2014	111-6022-451.62-10	ACCT# 057 261 1221	15.69	N
	10/14/2014	111-8020-431.62-10	ACCT# 128 200 7700	68.88	N
	10/14/2014	111-7020-421.62-10	ACCT# 158 400 4800	400.59	N
	10/14/2014	111-6022-451.62-10	ACCT# 161 800 7700	139.80	N
	10/14/2014	111-8022-419.62-10	ACCT# 162 600 4800	54.49	N
	10/14/2014	111-6022-451.62-10	ACCT# 164 700 4800	128.77	N
	10/14/2014	111-6022-451.62-10	ACCT# 180 797 9760	31.21	N
				873.97	
TIFCO INDUSTRIES	70990602	741-8060-431.43-20	SHOP SUPPLIES	293.47	N
				293.47	
TRIANGLE SPORTS	30087	226-9010-419.74-10	EVENT T-SHIRTS	1,794.25	N
				1,794.25	
TRUGREEN LANDCARE	7816872	535-6090-452.56-60	CITY LANDSCAPE SRVCS	12,337.17	N
	7816872	231-3024-415.56-41	CITY LANDSCAPE SRVCS	2,250.00	N

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
TRUGREEN LANDCARE	7816872	111-8095-431.56-60	CITY LANDSCAPE SRVCS	17,010.69	N
				31,597.86	
TYCO INTEGRATED SECURITY LLC	22767508	111-7010-421.56-41	ALARM SERVICES	848.86	N
				848.86	
U.S. BANK	PPE 10/26/2014	802-0000-217.30-20	PARS-PART TIME	2,056.01	Y
	PPE 10/26/2014	802-0000-217.30-20	CITY OF HP-PARS EMPLOYEE	3,104.08	Y
	PPE 10/26/2014	802-0000-218.10-05	CITY OH HP-PARS EMPLOYER	13,579.45	Y
				18,739.54	
UNIFIED NUTRIMEALS	459	111-6055-451.57-42	FREE FOOD PROG 1-15, 2014	1,074.15	N
				1,074.15	
UNITED PARCEL SERVICE	0000F911X6414	111-7010-421.61-20	SHIPPING CHARGES	17.30	N
				17.30	
UNITED STATES TREASURY	ARBITAGE REBATE	151-5030-465.82-30	RFND REV BNDS 2004 SER A	819,665.54	Y
				819,665.54	
VALLARTA COLLISION & BODY SHOP INC.	09022014	741-8060-431.43-20	COLLISION REPAIR UNIT 909	4,742.09	Y
				4,742.09	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
VAN SIGNS	10/09/2014	222-4010-431.73-10	LED SIGN POLE CONSTRCT	3,500.00	Y
				3,500.00	
VISION SERVICE PLAN-CA	NOV 2014	746-0215-413.52-40	VISION SRVC PLAN-COBRA	-68.56	N
	NOV 2014	746-0215-413.52-40	VISION SRVC PLAN-ACTIVE	4,255.56	N
				4,187.00	
WASTE MANAGEMENT	AUG-14	112-8026-431.56-59	RESIDENTIAL COLLECTION	142,493.20	N
	AUG-14	111-0000-318.10-00	FRANCHISE FEE	-7,124.66	N
	JUL14	111-0000-318.10-00	FRANCHISE FEE	-7,124.66	N
	JUL 14	112-8026-431.56-59	RESIDENTIAL COLLECTION	142,493.20	N
				270,737.08	
WAVE COMMUNITY NEWSPAPERS	01554569-001	111-0230-413.54-00	EMPLOYMNT ADS	600.00	N
				600.00	
WELLS FARGO BANK-FIT	PPE 10/26/2014	802-0000-217.20-10	WELLS FARGO BANK FIT	53,533.86	N
				53,533.86	
WELLS FARGO BANK-MEDICARE	PPE 10/26/2014	802-0000-217.10-10	WELLS FARGO BANK MEDICARE	6,965.24	N
				6,965.24	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
WELLS FARGO BANK-SIT	PPE 10/26/2014	802-0000-217.20-20	WELLS FARGO BANK SIT	19,256.78	N
				19,256.78	
WEST GOVERNMENT SERVICES	830457539	111-7030-421.56-41	WEST INFO SRVCS	424.92	N
				424.92	
WESTERN EXTERMINATOR COMPANY	2629350	535-6090-452.56-60	EXTERMINATOR SRVCS	129.00	N
	2629350	111-6022-451.56-41	EXTERMINATOR SRVCS	85.00	N
	2629350	111-8022-419.56-41	EXTERMINATOR SRVCS	45.00	N
	2629350	111-8020-431.56-41	EXTERMINATOR SRVCS	62.00	N
				321.00	
YOLANDA HINOJOSA DE GOMEZ	1022141	111-6020-451.61-35	EVENT SUPPLY REIMB	16.00	N
				16.00	
YVONNE G. MORENO	1012014	111-6010-451.61-20	EVENT SUPPLY REIMB	31.71	N
	9292014	111-6020-451.61-35	EVENT SUPPLY REIMB	32.67	N
				64.38	
				2,624,649.43	

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1 leases that provide for Parking Company of America ("PCA") to operate, manage, and
2 enforce a parking program, as specified in the agreement, at certain off-street parking lots
3 in the downtown area; and

4
5 **WHEREAS**, the City Council of the City of Huntington Park at its meeting on October
6 6, 2014 authorized a transition period to immediately commence and continue until the end
7 of 2014, during which the City and PCA will educate the public about the forthcoming pilot
8 program, including an outreach advertising campaign and issuing warning "tickets"; and

9
10 **WHEREAS**, the City Council of the City of Huntington Park views the pilot program
11 as an opportunity to gauge the effectiveness of parking regulations, and to consider public
12 input.

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

15 **SECTION 1.** The foregoing statements are true and correct.

16
17 **SECTION 2.** The Pilot Program for Use of City Parking Lots in the Downtown
18 Area ("Pilot Program") shall be as follows:

- 19 A. The Pilot Program shall apply to all City-owned parking lots located within the
20 area bounded by: 1) Randolph Street on the north; Seville Avenue on the east;
21 Florence Avenue on the south; and Rugby Avenue on the west. 2) City Hall
22 public parking lot located at 6550 Miles Ave.
- 23 B. The Pilot Program shall be effective from January 1, 2015 through December
24 31, 2015.
- 25 C. The following types of monthly permits will be available for purchase at City
26 Hall and at the parking structure located at 7015 Rita Avenue:

Monthly Permit Types

1. Daytime	8 am to 9 pm	\$30
2. Overnight	9 pm to 8 am	\$30
3. All Day	24 hours	\$45
4. Local Student/ Local Employee	8 am to 9 pm	\$20
5. Resident of Huntington Plaza or Casa Bonita Senior Apartments	24 hours	\$20
6. Overnight <i>Metered and other select stalls at City Hall parking lot only</i>	9 pm to 8 am	\$20

D. Free Parking. Parking under the Pilot Program shall be free for up to four hours from 8 am to 9 pm.

E. The City Manager or his designee is authorized to modify the Pilot Program in furtherance of its purposes, provided that any such change is described in writing and available for public review at the City Clerk's Office.

SECTION 3. The Pilot Program is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Section 15301(c) because it involves the operation of existing structures and facilities.

SECTION 4. Pursuant to Section 4-6.02 of the City of Huntington Park Municipal Code, the City Council hereby approves the Pilot Program for Use of City Parking Lots in the Downtown Area, as described herein.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of
Huntington Park at its meeting on this 3rd day of November, 2014.

Rosa E. Perez, Mayor

ATTEST:

Donna G. Schwartz, CMC
Interim City Clerk

CERTIFICATION

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

I, Donna G. Schwartz, Interim City Clerk of the City of Huntington Park, hereby certify that the foregoing Resolution No. 2014-47 was passed and adopted by the City Council of the City of Huntington Park, signed by the Mayor and attested by the Interim City Clerk at a regular meeting of said Council held on the 3rd day of November, 2014, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 4th day of November 2014.

DONNA G. SCHWARTZ, CMC
Interim City Clerk

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1 **WHEREAS**, other communities across California including Los Angeles, San Diego,
2 West Hollywood, Berkeley, Oakland, and San Francisco have taken steps to recognize the
3 importance of creating a pathway to \$15 as a standard to lift workers out of poverty and
4 revitalize communities;

5 **WHEREAS**, the City of Huntington Park stands united with homecare workers,
6 acknowledging the essential work and contributions they bring to Huntington Park by
7 officially recognizing the month of November as Family Caregivers Month and supporting
8 their efforts to lift themselves and their communities out of poverty as they fight for a path to
9 earn \$15.

10 **PASSED, APPROVED AND ADOPTED** by the City Council of the City of Huntington
11 Park at its regular meeting on this 3rd day of November, 2014.
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15 _____
16 Rosa E. Perez, Mayor
17

18 ATTEST:
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21 _____
22 Donna G. Schwartz, CMC
23 Interim City Clerk
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CERTIFICATION

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 4th day of November 2014.

DONNA G. SCHWARTZ, CMC
Interim City Clerk

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WHEREAS, for centuries, people from countries throughout the world have come to our great nation with the hope that they would be able to secure a better life for themselves and their families; and

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SECTION 1. Each year the City Councilmembers of Huntington Park will each nominate an Immigrant of the Year who is a Huntington Park resident or business person with demonstrated involvement in the community to be recognized at the second City Council meeting of October.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Huntington Park at its regular meeting on this 3rd day of November, 2014.

Rosa E. Perez, Mayor

ATTEST:

Donna G. Schwartz, CMC
Interim City Clerk

CERTIFICATION

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

I, Donna G. Schwartz, Interim City Clerk of the City of Huntington Park, hereby certify that the foregoing Resolution No. 2014-44 was passed and adopted by the City Council of the City of Huntington Park, signed by the Mayor and attested by the Interim City Clerk at a regular meeting of said Council held on the 3rd day of November, 2014, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 4th day of November 2014.

DONNA G. SCHWARTZ, CMC
Interim City Clerk

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WHEREAS, Section 2-1.204 of the Huntington Park Municipal Code requires that the City Council adopt an order of business for its meetings.

SECTION 1. The order of business for all regular and adjourned regular meetings shall be as follows:

- 1

1
2 Except with majority consent of the Council, items may not be taken out of
3 order. If there are no items to be considered in any section(s), that section(s) may be
4 omitted from that agenda.

5 **SECTION 2.** The order of business at special meetings shall be as follows:

6 CALL TO ORDER

7 ROLL CALL

8 PUBLIC COMMENT

9 TRANSACTION OF BUSINESS FOR WHICH THE SPECIAL MEETING WAS
10 CALLED

11 ADJOURNMENT

12 **SECTION 3.** The City Clerk shall certify to the adoption of this resolution, and
13 thenceforth and thereafter the same shall be in full force and effect.
14

15 **THE FOREGOING RESOLUTION** is approved and adopted by the City Council of the
16 City of Huntington Park this 3rd day of November 2014.
17

18
19 _____
20 Rosa E. Perez, Mayor

21 ATTEST:
22

23 _____
24 Donna G. Schwartz, CMC
25 Interim City Clerk
26
27
28

CERTIFICATION

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

I, Donna G. Schwartz, Interim City Clerk of the City of Huntington Park, hereby certify that the foregoing Resolution No. 2014-45 was passed and adopted by the City Council of the City of Huntington Park, signed by the Mayor and attested by the Interim City Clerk at a regular meeting of said Council held on the 3rd day of November, 2014, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 4th day of November 2014.

DONNA G. SCHWARTZ, CMC
Interim City Clerk



CITY OF HUNTINGTON PARK

Administration
City Council Agenda Report

November 3, 2014

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

Dear Mayor and Members of the City Council:

RESOLUTION ADOPTING AN EXTENSION AND REVISED COMPENSATION PLAN AND PERSONNEL RULES FOR NON-REPRESENTED EMPLOYEES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Resolution No. 2014-51, adopting an extension and revised Compensation Plan and Personnel Rules for Non-Represented Employees to June 30, 2015; and
2. Amend the Vacation Cash-Out in Lieu of Granting Vacation of Article Five, Section II, where the City Manager may grant Vacation Cash-out in lieu of vacation leave time.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current Compensation Plan and Personnel Rules for Non-Represented Employees was approved on November 19, 2012 and will remain in effect with all benefits remaining, except with changes to Vacation Cash-Out in Lieu of Granting Vacation of Article Five, Section I of the 2012 Plan.

As a result of the recent transitions in the Public Works Department during the past six-months, certain Non-Represented employees have performed substantial additional tasks beyond the relevant job description. The shortage of staff has resulted in the Non-Represented employee being unable to schedule vacation time off and has involuntarily forfeited 127.66 Vacation Leave hours between the periods of January through October 2014.

RESOLUTION ADOPTING AN EXTENSION OF THE COMPENSATION PLAN AND PERSONNEL RULES FOR NON-REPRESENTED EMPLOYEES TO JUNE 30, 2015

November 3, 2014

Page 2 of 2

FISCAL IMPACT/FINANCING

As a result of this amendment, the Public Works Superintendent will be compensated for a total of 127.66 hours of involuntary forfeited vacation time.

CONCLUSION

Upon Council adoption of the resolution the amendment to the Vacation section on the Compensation Plan and Personnel Rules for the Non-Represented Employees will be implemented.

Respectfully submitted,



JULIO MORALES
Interim City Manager

Attachment:

- A. Resolution No. 2014-51,
- B. Compensation Plan and Personnel Rules for Non-Represented Employees – July 1, 2014 – June 30, 2015.

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF HUNTINGTON PARK
ADOPTING AN EXTENSION AND REVISED COMPENSATION
PLAN AND PERSONNEL RULES FOR NON-REPRESENTED EMPLOYEES**

WHEREAS, the 2012 Plan specifies the City Manager may grant Vacation Leave Cash-Out in lieu of allowing a Non-Represented employee to take earned vacation leave if it will cause the affected employee to exceed his or her vacation cap.

- A. Revise the dates on the cover page to read: July 1, 2014 through June 30, 2015.
- B. Replace Subpart I of Article Five, Section II, under the heading “Vacation Cash-Out in Lieu of Granting Vacation” with the following:

Where a Non-Represented employee will otherwise exceed the cap on accrued vacation leave time, the City Manager may grant Vacation Cash Out in lieu of vacation time in case of any circumstance or conditions where in the judgment of the City Manager justifies such action. The City Manager may grant this option up to six months after the Non-Represented employee exceeds his or her vacation cap without any loss of accrued time where the employee was serving in an acting capacity, performed substantial job duties outside of his or

1 her class specification for at least six months, and a shortage of staff in his or
2 her department resulted in the Non-Represented employee being unable to
3 take vacation.

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

6 **SECTION 1.** The foregoing statements are true and correct.

7
8 **SECTION 2.** The City Council of the City of Huntington Park hereby approves the
9 attached Compensation Plan and Personnel Rules for Non-Represented Employees for the
10 period July 1, 2014 through June 30, 2015, incorporated herein by reference.

11 **SECTION 3.** This Compensation Plan and Personnel Rules for Non-Represented
12 Employees is effective immediately and shall apply retroactively to July 1, 2014.

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

14 **PASSED, APPROVED AND ADOPTED** by the City Council of the City of
15 Huntington Park at its meeting on this 3rd day of November, 2014.

16
17
18 _____
19 Rosa E. Perez, Mayor

20 ATTEST:

21
22
23 _____
24 Donna G. Schwartz, CMC
25 Interim City Clerk
26

CERTIFICATION

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

I, Donna G. Schwartz, Interim City Clerk of the City of Huntington Park, hereby certify that the foregoing Resolution No. 2014-51 was passed and adopted by the City Council of the City of Huntington Park, signed by the Mayor and attested by the Interim City Clerk at a regular meeting of said Council held on the 3rd day of November, 2014, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 4th day of November 2014.

DONNA G. SCHWARTZ, CMC
Interim City Clerk



COMPENSATION PLAN and PERSONNEL RULES for NON-REPRESENTED Employees

- ♦ CONFIDENTIAL EMPLOYEES
- ♦ MID-MANAGEMENT/PROFESSIONAL EMPLOYEES
- ♦ EXECUTIVE/MANAGEMENT EMPLOYEES

July 1, 2014 through June 30, 2015

This document is available on the City's website: www.hpca.gov

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**COMPENSATION PLAN AND PERSONNEL RULES
FOR**

**CITY OF HUNTINGTON PARK, CALIFORNIA
NON-REPRESENTED EMPLOYEES (NON-REP)**

- **CONFIDENTIAL EMPLOYEES**
- **MID-MANAGEMENT/PROFESSIONAL EMPLOYEES**
- **EXECUTIVE MANAGEMENT EMPLOYEES**

ARTICLE ONE:

I. EMPLOYEES IN COMPENSATION PLAN

This Compensation Plan and Personnel Rules, hereinafter called the “PLAN” is made by the City of Huntington Park, California, hereinafter called the “City” for all full-time, salaried, Non-Represented employees of the City. These Non-Represented employees include all employees in the Confidential, Mid-Management, and Executive/Management Units.

II. RECOGNITION FULL-TIME NON-REPRESENTED CLASSIFICATIONS

The employee classifications in the Non-Represented Confidential, Mid-Management, and Executive/Management Units are set forth in “Appendix “A”.

III. RECOGNITION PART-TIME ‘HOURLY’ CLASSIFICATIONS

The employee classifications in the Non-Represented Part-Time hourly Units are listed in Appendix “A”.

IV. CERTAIN NON-REP CLASSES – EXEMPT

All Non-Represented full-time salaried employees are considered to be “At-Will” employees and Exempt from Civil Service status except as noted in Appendix “A”.

V. NON-REPRESENTED CONTRACT EMPLOYEES

There are certain Non-Represented classes who have a written employment contract approved by City Council which covers their specific wages, hours, terms and conditions of employment. This Compensation Plan and Personnel Rules for Non-Represented employees does not specifically apply to these Non-Represented contract employees unless it is so stipulated in their contract approved by the City Council.

VI. PART-TIME “HOURLY” CLASSIFICATIONS

A. PART-TIME CLASSES

The part-time hourly classifications are set forth in Appendix “B” are considered to be “At-Will” employees and Exempt from Civil Service status.

B. LIMITATIONS

Part-time hourly employees receive only hourly wages and none of the benefits set forth in this Compensation Plan unless specifically recognized and acknowledged in writing in this document.

ARTICLE TWO:

SALARIES AND COMPENSATION

I. FIVE STEP SALARY SCHEDULE (See Appendix “B”)

Step 1

- a) Shall be the entry level step for new Non-Represented employees in all classifications unless otherwise another step is approved by the City Manager.
- b) The City Manager may appoint a Non-Represented employee to the maximum salary for the class if he/she determines that the candidate is exceptionally qualified or there has been difficulty in recruiting.
- c) A Non-Represented employee must serve at least six (6) months of satisfactory job performance in Step 1 to be eligible to advance to Step 2.

Step 2

A Non-Represented employee should receive this step after the completion of six (6) months of satisfactory job performance in Step 1 in the same classification.

Step 3

Should be considered the proper step for a Non-Represented employee who has completed one (1) year of service with satisfactory job performance in Step 2 in the same classification.

Step 4

Should be considered the proper step for a Non-Represented employee who has completed one (1) year of service with satisfactory job performance in Step 3 in the same classification.

Step 5

Should be considered the proper step for a Non-Represented employee who has completed one (1) year of service with satisfactory job performance in Step 4 in the same classification.

II. CITY’S RIGHT TO INCREASE SALARIES – RECLASSIFICATION STUDY

The City shall not be restricted in its ability to increase any of those salaries for Non-Represented employees as a result of reclassification study or if a determination is made by the City that it is not possible to recruit effectively or competitively for a Non-Represented classification. No such salary increases are mandated.

III. COST OF LIVING ADJUSTMENT (“COLA”) IN LIEU LEAVE.

The City may credit each full-time Non-Represented employee with up to 100 hours of COLA in Lieu Leave each fiscal year. COLA in Lieu Leave cannot be taken if overtime will be required to backfill an employee’s position. COLA in Lieu Leave cannot be cashed out and will be on a “use it or lose it” basis to be used by the end of the day on the last pay period of the fiscal year. Any unused portion of the one hundred (100.00) hours of COLA in Lieu Leave will be lost by the employee if it is not utilized prior to the end of the day of the last pay period of the fiscal year. In an effort to minimize any loss of unused COLA in Lieu, employees should begin, no later than ninety (90) days prior to the expiration of any unused leave, consulting with department supervision and management in an effort to schedule use of remaining leave prior to the expiration date of any unused COLA in Lieu Leave. COLA in Lieu Leave may be used or substituted for Holiday Leave time or Vacation Leave time. Moreover, the City is not be restricted in its ability to provide any amount of salary increases as a cost of living adjustment in lieu of the 100 hours of COLA in Lieu Leave.

IV. TEMPORARY AND PART-TIME EMPLOYEE – BEGINNING HOURLY COMPENSATION AND STEP INCREASES

A. POLICY

1. Employees who are employed on a temporary basis for ninety (90) days or less and employees who are employed on a part-time or hourly basis shall be compensated at a hourly rate equivalent to the range and step to which assigned.
2. Unless otherwise designated, all such hourly employees shall be employed at the minimum step of the range assigned.

B. ELIGIBILITY

1. Employees temporarily employed for more than ninety (90) days on a full-time basis shall be compensated for their services at the rate designated for regular full-time employees in the same classification, and they shall be eligible for salary increases in the same manner as regular full-time salaried employees.

C. STEP INCREASE

1. Employees temporarily employed or regularly employed on a recurring, seasonal basis and who complete at least five hundred twenty (520) hours (three months) of continuous full-time employment in each calendar year shall be allowed credit on a prorated basis toward regular step increases.
2. Such credit will be acquired in the same proportion as the actual time worked by such temporary or seasonal employee compared to the time worked by regular forty (40) hours per week full-time salaried employees, but said credit shall in no case exceed that earned by a regular full-time salaried employee on a forty (40) hour per week basis, subject to provision set forth in this section.

V. STEP INCREASES – BASED ON MERIT

A. NOT AUTOMATIC

No step increase in salary shall be automatic merely upon completion of a specific period of service.

B. BASED ON MERIT

All increases shall be based on merit as established by record of the employee's job performance with at least a satisfactory job performance rating.

VI. PROBATIONARY PERIOD

A. LENGTH OF PROBATIONARY PERIOD

1. All Non-Represented employees exempt from Civil Service status shall serve a probationary period of twelve (12) full calendar months.
2. The probationary period may be extended by the approval of the Non-Represented employee's Department Head and City Manager for the length of time of the total approved leave time taken (paid leave time or protected non-pay leave time) taken during the Non-Represented employee with Civil Service status employee's probationary period.

B. "AT WILL" STATUS

1. During the probationary period, a Non-Represented employee with Civil Service status serves as an "at will" status and may be dismissed with or without cause and with or without notice.
2. If a promoted Non-Represented employee with Civil Service status fails their probationary period, they shall return to their former classification they held as permanent employee prior to the promotion, unless he/she is dismissed from the City service in the manner provided in Ordinance No. 1456 and the personnel rules and regulations.

C. PROMOTIONS

Promoted Non-Represented employee with Civil Service status will serve a six (6) month probationary period.

VII. ADJUSTMENT TO SALARY RANGE OR CLASSIFICATION

A. REDUCTION OF SALARY RANGE

In the event the salary range assigned to any classification is reduced, all Non-Represented employees within such classification shall be reassigned to a classification in such lower range which most nearly corresponds to the salary being received by such Non-Represented employee at the time such range is reduced.

B. INCREASE OF SALARY RANGE OR CLASSIFICATION

In the event the salary range assigned to any classification is increased, all Non-Represented employees within such classification will be reassigned to the step to which such Non-Represented employee was assigned immediately prior to such increase.

C. TRANSFER OR DEMOTION TO CLASSIFICATION WITH LOWER SALARY RANGE

1. Any Non-Represented employee with Civil Service status employee voluntarily transferred or demoted to a classification where a lower salary range is assigned shall be placed at a salary step within the lower salary range which is closest to the Non-Represented employee salary step immediately prior to such voluntary transfer or demotion.
2. Upon such transfer or demotion, such Non-Represented employee shall be entitled to annual increases as authorized for their new classification as a salaried full-time employee.

D. TRANSFER OR PROMOTION TO CLASSIFICATION WITH HIGHER SALARY RANGE

1. Any Non-Represented employee receiving promotion to a higher classification to which a higher salary range is assigned shall receive compensation at the step within the assigned range which will result in at least a one-step increase in salary over that being received by such employee immediately prior to such promotion, or to the lowest step in the salary range of such higher classification, whichever results in a greater increase.
2. After promotion to a higher classification, or transfer to a classification to which a higher salary range is assigned, such Non-Represented employee will be eligible for regular step increase for their new classification.

VIII. ANNIVERSARY DATE

A. DATE OF INITIAL HIRE

1. For all purposes, except eligibility for salary increases, a Non-Represented employee's anniversary date shall be the date of initial hire with the City as a salaried full-time employee.
2. In cases of re-employment, the anniversary date shall be the effective date of re-employment as a salaried full-time employee less the time the Non-Represented employee was on approved Leave of Absence.

B. LIMITATIONS

Salary range adjustments for a classification will not set a new salary anniversary date for Non-Represented employees serving in that classification.

IX. EQUIVALENT BI-WEEKLY, MONTHLY AND ANNUAL RATE

1. Equivalent bi-weekly pay rate shall be determined by multiplying the hourly rate by eighty (80) hours.
2. Equivalent annual pay rate shall be determined by multiplying the hourly rate by two-thousand eighty (2080) hours.
3. Equivalent monthly pay rate shall be determined by dividing the annual rate by twelve (12) months.

X. FREQUENCY OF PAYCHECK ISSUANCE

Current Non-Represented employees shall be paid bi-weekly, once every two (2) weeks, either by paycheck or by direct deposit, as elected by the Non-Represented employee.

XI. PAYROLL WITHHOLDING CHANGES

1. Non-Represented employee must submit any changes in payroll withholdings at least thirty (30) calendar days in advance of the implementation or said withholdings.
2. If a Non-Represented employee, due to an emergency situation, requests to have withholding to be effective in less than thirty (30) calendar days, they may appeal to the City's Personnel Supervisor who may grant or deny employees request.

XII. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

A. VOLUNTARY 457 DEFERRED COMPENSATION PLAN

1. City agrees to provide a deferred compensation plan for Non-Represented employees covered herein pursuant to IRS Code Section 457.
2. If more than one plan is offered, Non-Represented employees shall be limited to participation in one (1) plan at a time.

B. PLAN DOCUMENTS AND RULES

Plan documents and participation rules under Section 457 are maintained by and available from the Human Resources Division.

C. CHANGING YOUR CONTRIBUTION

Non-Represented employees may reduce or increase the amount of their bi-weekly deferred compensation contribution at any time with advance written notice on the appropriate form to the Human Resources Division.

D. LIMITATIONS

The City does not warrant that amounts deposited in the deferred compensation plans are "qualified" for tax deferral and is not to be held liable for such tax payments as may be determined assessable.

XIII. ACTING PAY

A. ELIGIBILITY

1. Any Non-Represented employee who is required in writing to, and does act and perform duties included within a unfilled or temporary vacant higher classification and which duties are broader than the specifications governing such employee's position shall be eligible for acting pay upon written approval by corresponding department head and the City Manager.
2. To be eligible, the Non-Represented employee must have actually worked in the acting higher classification a minimum of five (5) consecutive days scheduled workdays, including official paid holidays.
3. To be eligible, the Non-Represented employee who is a supervisor must actually work in the acting classification a minimum of seven (7) consecutive scheduled work days or fifty-six (56) consecutive scheduled working hours, including paid holidays.

B. COMPENSATION

1. A Non-Represented employee approved for acting pay:
 - Shall be paid the hourly rate for the acting classification which is a minimum of five percent (5%) above the current base salary of the employee's permanent position, or Step "1" of the acting classification whichever is greater; and
 - Shall in no instance be entitled to be paid more than Step "5" of the acting classification.
2. During that period of acting service, a Non-Represented employee shall be paid at the acting pay rate when off on an official City holiday or sick leave, and
3. A Non-Represented employee working overtime or called back during an acting assignment shall be paid at the acting pay rate for such time.
4. A Non-Represented employee receiving acting pay as set forth above shall continue to receive the benefits associated with his/her permanent position and not the benefits associated with the acting position.

C. LIMITATIONS

1. The City strongly encourages departments not to use acting pay longer than a six (6) months assignment unless extension is approved in writing by both the Department Head and City Manager.
2. Acting assignments are not provisional appointments.

XIV. LONGEVITY PAY

A. PURPOSE

The purpose of the Longevity Pay is to recognize Non-Represented employees who have served a minimum of twenty (20) years of full time salaried service time with the City of Huntington Park.

B. COMPENSATION

Eligible Non-Represented employees in their respective classification shall receive the following additional longevity compensation above their base top salary per month:

1. Effective July 1, 2009 all eligible Non-Represented employees with twenty (20) years (completion of 239 consecutive months of City service) of full-time City service shall receive **\$225 per month** above their base top salary.
2. Effective July 1, 2009 all eligible Non-Represented employees with twenty-five (25) years (completion of 299 consecutive months of City service) of full-time City service would receive **\$450 per month** above their base top salary.
3. For purposes of this section, “consecutive months of City service” shall mean completion of consecutive months of uninterrupted employment status with the City as a full-time employee providing service to the City. Notwithstanding the foregoing, authorized leaves and/or absences (whether paid or unpaid) or layoffs constitute a permissible break or interruption of service for purposes of determining eligibility for longevity compensation.

XV. BILINGUAL PROGRAM

A. PURPOSE

1. Non-Represented employees that deal with the public and are in designated classes eligible to serve as a bilingual translator must pass a test given by the City to qualify.
2. The purpose of the Bilingual Program is to provide linguistic assistance for non-English speaking person(s) who represent a large segment of the community.
3. The service is provided through certain selected Non-Represented employees who have been certified as proficient in a designated foreign language which is regularly utilized in providing services to the community.

B. QUALIFICATION

1. The Human Resources Division will conduct the proficiency tests, as needed, in designated language as set forth in “A” above.
2. The Human Resources Division will then certify an eligible list of qualified bilingual translators who work in designated eligible bi-lingual classifications and are so certified to perform technical bilingual skills including reading, writing, and translation.

C. COMPENSATION

Eligible certified Non-Represented employees shall receive compensation in the amount of One-Hundred Seventy-Five (\$175.00) dollars per month above their base salary.

XVI. SHORTHAND SKILL ASSIGNMENT PAY

A. PURPOSE

1. The purpose of the Shorthand Skill assignment pay is to provide qualified Non-Represented employees with compensation in recognition of their shorthand required as an essential function of their job.
2. This service is provided by certain qualified Non-Represented employees who have been certified as proficient in shorthand skills of which skill is regularly utilized in the completion of their duties.

B. QUALIFICATION

1. The Human Resources Division will conduct shorthand proficiency tests.
2. The Human Resources Division will then certify an eligible list of qualified Non-Represented employees so certified in shorthand skills.

C. COMPENSATION

Non-Represented employees certified in shorthand skills and assigned in writing to a position requiring shorthand skills as designated by their Department Head shall receive ten percent (10%) above their current regular hourly rate.

XVII. MINUTE CLERKS

1. Non-Represented employees who are assigned and required to attend meetings of the City Council, or various commissions of the City, as “Minute Clerk” during their normal off duty hours shall be compensated.
2. Such compensation shall be for at least two (2) hours overtime pay at time and one-half (1.5) their hourly rate of pay.

XVIII. TEMPORARY ASSIGNMENTS

Temporary assignments:

- Are not a separate job classification,
- Do not have civil service status,
- Are not subject to civil service selection procedures, appeals or seniority,
- Do not have any property rights, and
- May be revoked by Management at any time for job related reasons or operational necessity.

ARTICLE THREE:

WORK PERIODS, SCHEDULES AND OVERTIME

I. WORK PERIODS

A. SEVEN (7) DAY WORKWEEK

The workweek for Non-Represented employees who are Non-Exempt from the Fair Labor Standards Act (FLSA), shall be fixed and regularly recurring period of time consisting of one-hundred and sixty-eight (168) consecutive hours consisting of seven (7) consecutive twenty-four (24) hour periods.

B. SEVEN (7) DAY WORKWEEK FOR EMPLOYEES BEGINNING/ENDING

The seven (7) day workweek shall begin on Monday at 12:00 a.m. and end on Sunday at 11:59:59 p.m. except as modified by meeting and conferring with GEA.

C. SEVEN (7) DAY WORKWEEK FOR EMPLOYEES ON THE 9/80 WORK SCHEDULE, BEGINNING/ENDING

The seven (7) day work period shall begin on Friday at 12:00 p.m. and end on Friday at 11:59:59 a.m. except as modified by meeting and conferring with GEA.

II. WORK SCHEDULES

A. CITY WORK SCHEDULES

City work schedules shall be as herein defined, except as otherwise provided:

5/40 Work Schedule: The 5/40 work schedule shall consist of five work days consisting of eight (8) consecutive work hours in a seven (7) consecutive calendar day period, exclusive of any meal periods assigned by management.

4/10 Work Schedule: The 4/10 work schedule shall consist of four work days consisting of ten (10) consecutive work hours in a seven (7) consecutive calendar day period, exclusive of any meal periods assigned by management.

9/80 Work Schedule: The 9/80 work schedule shall consist of an eighty (80) work hour two week schedule consisting of eight (8) nine (9) hour days and one eight (8) hour working day in a eighty (80) work hour work period in fourteen (14) consecutive calendar days. This schedule shall be divided into two forty (40) work hour work periods segments exclusive of any meal periods assigned by management.

III. WORK SCHEDULES – CITY HALL OPENED MONDAY THROUGH FRIDAY

A. 4/10 WORK SCHEDULE

It is understood by the Non-Represented employees that City Hall will be opened on Fridays, effective September 2008, while employees maintain a 4/10 work schedule (Monday-Thursday or Tuesday-Friday Shift) except employees who work 9/80 or other work schedules mutually agreed upon by the parties.

B. PUBLIC WORKS DEPARTMENT – 9/80 WORK SCHEDULE

Effective September, 2008, the Public Works Department will implement a 9/80 work schedule for its employees.

IV. CHANGING OF WORK SCHEDULES

NOTICE TO EMPLOYEES

This shall not preclude, following notification to Non-Represented employees, other work schedules or the changing of the work schedule when the needs of the City so dictate, such as conformance to operational needs of the department or compliance with law.

V. PUNCTUALITY/TARDINESS

A. POLICY

It is a job requirement for all City employees to report to work at their required work schedule starting time. Lack of punctuality has a negative impact on City's work productivity and therefore tardiness shall not be tolerated.

B. NO PAY FOR TARDINESS

Any unapproved tardiness time that is seven (7) minutes or more from the City employee assigned work starting time shall not be paid and therefore shall be "Docked" for the time so tardy..

C. NO USE OF SICK LEAVE TIME BENEFITS

City employees who are "Docked" any time for unapproved tardiness may not use any accumulated sick leave benefits to cover tardy unpaid time unless approved by the department head or their designee.

D. DISCIPLINARY ACTION

If any City employee who is continually tardy (two or more times), as defined in this section, including one (1) minute or more late for his/hers work starting time

on a continuous basis, the department head has the right to take appropriate disciplinary action on the tardy Non-Represented employee.

VI. OVERTIME

A. POLICY

It is policy of the City that overtime work is to be discouraged. All overtime work must be approved in advance by the department head or designee. Whenever the public interest or necessity requires it, any department head may require any Non-Represented employee in such department to perform overtime work. Overtime work must be properly reported on the appropriate time card sheets.

B. DEFINITION AND ELIGIBILITY

FULL TIME NON-REPRESENTED EMPLOYEES

Non-Represented employees, except all classes that are Executive/Management or contract employees not eligible for over-time, who work a minimum of eight (8) hours per day and forty (40) hours per seven-day work period, who are required to work in excess of their regularly scheduled forty (40) hour work week, shall be paid overtime at one and one-half (1 ½) times their hourly rate for all hours worked in their work period in excess of forty (40) hours, except as otherwise provided in this article.

C. PAID LEAVE OF ABSENCE TIME INCLUDED IN WORK TIME

Each workday a Non-Represented employee is off duty on an authorized paid leave of absence; i.e. holiday, vacation leave, comp time, except for sick leave, during the scheduled workweek shall be considered work time by the Non-Represented employee for the purpose of establishing eligibility for overtime in the seven (7) day work period.

D. REGULAR DAY OFF WORKED

Non-Represented employees, except all classes that are Executive/Management, or contract employees, not eligible for overtime, required to work on a regularly scheduled day off shall receive overtime pay at one and one-half (1.5) times their regular rate of pay for hours actually worked. The hours so worked shall not be credited towards the base hours of a work period for purposes of establishing any basis for overtime or other purposes.

E. REGULAR HOURLY RATE OF COMPENSATION

The regular hourly rate of compensation for employees on a forty (40) hour week work schedule shall be 1/173.33 of the employee's monthly salary. The regular hourly rate of compensation shall be determined in accordance with the requirements set forth in the Fair Labor Standards Act (FLSA).

F. 9/80 WORK SCHEDULE TIME WORKED

Overtime for Non-Represented employees on a 9/80 work week schedule is time worked in excess of forty-four (44) paid hours in a 7 day work week period or eighty (80) paid hours worked in a 14 day work period as set forth in this agreement.

G. HOURS WORKED FOR OVERTIME – USE OF HOLIDAYS, VACATION TIME, AND COMPENSATORY TIME

1. For the purpose of computing the number of hours worked as they relate to overtime and seniority, time during which a Non-Represented employee is excused from work because of holidays, vacations, and compensatory time off, shall be considered as time worked by the Non-Represented employee.
2. Sick Leave taken shall not be credited as work time towards number of hours worked by the Non-Represented employee for the purpose of overtime.

VII. WORK TIME/NON-WORK TIME – OUT OF TOWN TRAVEL AND TRAINING TIME

A. ADVANCED APPROVAL

All out-of-town trips and training time, including attendance at lectures, meetings, training programs and similar events, must be approved in advance by the department head.

B. ONE DAY TRAVEL TRIPS

One-Day travel time trips for training programs is not counted as time worked, if a Non-Represented employee is traveling to another location such as the airport and travel time is comparable to the normal commute time. Any meal period while traveling is not time worked.

C. OVERNIGHT TRIPS

1. On Overnight Trips the Non-Represented employee's normal hours of work shall exclude meal time and sleep time. The City may count as time worked either the time spent driving or the time it would have taken on the public transportation, if the employee is offered public transportation and chooses to travel by automobile.
2. Any trip or training time is not treated as time worked if all of the following criteria are met:
 - a) Attendance is outside the employee's normal working hours;
 - b) Attendance is voluntary;
 - c) The training course is not directly related to the employee's job; and
 - d) The employee does not perform any significant job related work while in attendance.
3. If a Non-Represented employee voluntarily attends a conference, seminar, a school, college, university, or trade school after hours, the time is not considered as time worked even if the City contributes any incidental expenses. A Non-Represented employee's voluntary training for another job or training to add new or additional skills is not considered as directly related to the Non-Represented employee's job.

VIII. BREAK-REST PERIODS WITH PAY FOR EMPLOYEES

A. BREAK-REST PERIOD DEFINED

Break-rest periods must be earned as any other benefit and are computed at the rate of fifteen (15) minutes per four (4) hours worked or major fraction thereof.

B. BREAK-REST PERIOD SCHEDULING

1. Break-rest periods are scheduled and/or rescheduled by management so as not to impair service and as job requirements dictate.
2. Non-Represented employees may receive, whenever possible:
 - Two (2) paid break-rest periods of fifteen (15) minutes each for each scheduled work day actually worked; and
 - One (1) paid break-rest period of fifteen (15) minutes for each four (4) consecutive hours of overtime worked.

C. BREAK-REST PERIOD FIFTEEN (15) MINUTE DURATION

The duration of a break-rest period shall consist of fifteen (15) minutes of cessation of work and will include time involved in going to and from a rest area unless otherwise authorized by this agreement.

D. LIMITATIONS

1. Break-rest periods are non-cumulative and shall not be added to any meal time, vacation, or any other form of authorized absence from work, unless authorized by Management.
2. Break-rest periods may not be used at the beginning or the end of a work shift unless authorized by Management.

IX. MEAL TIME-UNPAID/NON-WORK TIME

A. MEAL TIME SCHEDULING

1. The schedule for meal times shall be determined by management in consideration of the continuity of services provided to the public and the convenience of the Non-Represented employee.
2. All Non-Represented employees, shall be entitled to one (1) non-working, unpaid meal time per scheduled work day of eight (8) or more consecutive hours worked.

B. MEAL TIME ONE-HALF (½) HOUR DURATION

1. The normal unpaid meal time shall be one-half (½) hour in duration.
2. In no case will meal time be permitted to exceed one (1) hour, unless approved by management.

C. LIMITATIONS

1. Meal time is non-cumulative and shall not be added to any break-rest time, vacation, or any other form of authorized absence from work, unless authorized by Management.
2. Meal time may not be used at the beginning or the end of a work shift unless authorized by Management.
3. All meal time taken is considered non-work time and is unpaid.

X. CALL BACK PAY (UNSCHEDULED) – CONFIDENTIAL EMPLOYEES ONLY

A. PURPOSE

1. Call-back work is unscheduled time worked performed by an off-duty Non-Represented Confidential employee called-back to work after they have completed their regular work schedule and have left the work area or are on their day off.
2. Such assignments or call backs shall include emergency purposes or required attendance at meetings of the City Council, Commissions, Committees or other official bodies as approved by the City Manager.
3. The City shall, when possible, make available to qualified Non-Represented Confidential employees an equitable distribution of call-back pay within their assigned section.

B. COMPENSATION

Non-Represented Confidential employees eligible for Call Back Pay as set forth in this section shall receive a minimum guarantee of four (4) hours of straight pay at the Non-Represented Confidential employee's regular hourly rate of pay or convert four (4) hours of straight time to Non-Represented Confidential employees Compensatory Time Bank.

C. LIMITATIONS

1. The four (4) hour minimum shall not apply when a Non-Represented Confidential employee is called in early before the start of their regular assigned shift and the call-back is contiguous with the Non-Represented employee regular work shift.
2. Another call back during the original or initial four (4) hour period shall not be treated as a new call back and shall not require a new four (4) hour minimum and all subsequent call back, shall be for actual hours worked plus reasonable travel time. In this event, the Non-Represented Confidential employee shall be paid for the actual time worked.

XI. ASSIGNMENT OF OVERTIME

Except as otherwise provided for in this document, Management retains the right to determine the assignment of overtime or stand-by to any qualified Non-Represented employee by eligibility and seniority.

XII. COMPENSATORY TIME

A. ELIGIBILITY

Non-Represented employees, except Executive/Management employees, may elect to receive compensatory time in-lieu of overtime payment.

B. ACCUMULATION OF COMPENSATORY TIME BANK

1. Compensatory time will be accumulated on the basis of one-and-one-half (1½) hours for each one (1) hours worked in excess of the scheduled workday or workweek.
2. The maximum number of compensatory hours that may be accumulated is forty (40) hours at the straight time hourly rate (26.6 comp time hours x 1.5 = 40 hours), which may be carried until the end of the fiscal year and used as time off, or which may be paid to the Non-Represented employee upon separation from service for any reason.
2. Once the maximum has been accumulated, any additional compensatory overtime accrual submitted through payroll will be automatically paid to the Non-Represented employee on the succeeding paycheck.
3. For time earned from July 1 through June 30 of each Fiscal Year, the unused balances of Compensatory Time Bank will be paid during the last pay period in June of the same Fiscal Year to the Non-Represented employees at the employee's regular hourly rate of pay in effect at the time of payment and the bank shall be reduced to zero (0).

C. SCHEDULING AND USE OF COMPENSATORY TIME

1. The scheduling of compensatory time off shall be handled as the scheduling of vacation time off.
2. Accumulated compensatory time may be utilized on a hour for hour basis at the mutual convenience of management and the Non-Represented employee.
3. All compensatory time utilized as paid leave by a Non-Represented employee shall be debited from the Non-Represented employee's compensatory time bank.

D. PAY OUT OF COMPENSATORY TIME UPON TERMINATION FROM SERVICE

In the event of termination from the City for any reason, the Non-Represented employee shall be entitled to cash payment of one-hundred percent (100%) of an accumulated unused compensatory time if any, at termination paid straight time at the Non-Represented employee's regular hourly rate of pay.

XIII. TIME CLOCKS

If Non-Represented employees are required to use time clocks, all their time worked should be recorded by the use of time clock in accordance with established rules. Department heads shall be responsible for instructing their Non-Represented employees in the proper use of time clocks.

ARTICLE FOUR:**SUPPLEMENTAL BENEFITS****I. RETIREMENT****A. CalPERS RETIREMENT BENEFITS**

The City agrees to provide retirement benefits to eligible Non-Represented employees hired prior to ratification of this contract under the California Public Employees' Retirement System (CalPERS) as follows:

Government Code Section	Benefit
20042	<u>One Year Final Compensation:</u> Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months.
20055	<u>Prior Service Credit:</u> Non-Represented employees may be eligible to purchase prior service credit.
20124	<u>Military Service Credit as Public Service:</u> Non-Represented employees may elect to purchase up to four (4) years of service credit.
20965	<u>Credit for Unused Sick Leave:</u> Non-Represented employees may be eligible to convert unused sick leave bank hours at time of retirement to additional service time.
21329	<u>Two percent (2%) COLA:</u> Beginning the 2 nd calendar year after the year of retirement, retirement and survivor allowances will be adjusted annually on a compound basis of two percent (2%); the adjustment may not be greater than the change in the CPI.
21354	<u>2% @ 55 for Local Miscellaneous Members:</u> Base retirement plan of two percent (2%) at age 55 for all eligible Non-Represented employees.
21551	<u>Death Benefit Continues:</u> Provides that death benefits paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry.
21574	<u>Fourth Level of 1959 Survivor Benefit:</u> Benefits are paid monthly to certain survivors of a Non-Represented employee who dies before retirement.
21620	<u>Retired Death Benefit \$500:</u> Upon the death of a retiree, a one-time lump sum payment of five-hundred dollars (\$500) will be paid to the retiree's designated survivor(s), or to the retiree's estate.
21624 and 21626	<u>Post Retirement Survivor Allowance:</u> Provides surviving spouse fifty percent (50%) of the amount of retirement allowance, dependent on option chosen, as it was at time of death of retiree.

B. ESTABLISHMENT OF TWO-TIER RETIREMENT FORMULA FOR MISCELLANEOUS EMPLOYEES

1. New Miscellaneous (non-sworn) employees hired on or after December 15, 2012, will be enrolled in the base retirement program 2%@60 for Miscellaneous Members formula. All other retirement benefits outlined in Section A above shall remain the same. For purposes of this section, "New Miscellaneous (non-sworn) employees" means a newly hired employee from outside the city.

C. EMPLOYEE PORTION OF MISCELLANEOUS (NON-SWORN) OF CALPERS RETIREMENT OVER A TWO (2) YEAR PERIOD

1. Effective the date of ratification of this contract, Miscellaneous employees shall pay 5% of the employee share of CalPERS. The City shall pay the remaining 2% of the employee share of CalPERS until June 30, 2013.
2. Effective July 1, 2013, Miscellaneous employees shall pay an additional 2%, for a total of 7%, of employee share of CalPERS.

D. CITY PAYMENT – EMPLOYEE’S 7% CalPERS RATE

1. Any payment of the Non-Represented employees seven-percent (7%) CalPERS rate by the City or Non-Represented employee, referred to as Employer Paid Member Contribution (EPMC), shall be PERSable and shall be included in any retirement compensation for Non-Represented employees.

II. NON-SWORN – NEW RETIREMENT BENEFIT - PARS “0.5% STACK”

A. NEW ADDITIONAL RETIREMENT BENEFIT

Effective July 1, 2009 for all non-sworn Executive/Management employees and effective July 1, 2010, for all other full-time Non-Represented employees, the City will authorize to provide a new additional retirement benefit referred to as “PARS 0.5% Stack Plan” through the Public Agency Retirement Services (PARS).

B. NON-SWORN NON-REPRESENTED EMPLOYEE PAYMENT SHARE

1. Effective July 1, 2009 for all non-sworn Executive/Management employees and effective July 1, 2010, all non-sworn, full-time Non-Represented employees will pay one and one-half percent (1.5%) of their salary to the City to help pay for the increased cost to the City for the “PARS 0.5% Stack Plan”.
2. All new non-sworn, full-time Non-Represented employees hired on or after July 1, 2010 will pay two percent (2%) of their salary to the City for the first five (5) years of full-time employment with the City to help pay for the increased costs to the City for the “PARS 0.5% Stack Plan”.
3. Upon completion of five (5) years (60 months) of full-time employment with the City, these non-sworn, Non-Represented employees payment to the City for “PARS 0.5% Stack Plan” will be reduced from two percent (2%) to one and one-half percent (1.5%) of their salary.

C. ELIGIBILITY

1. Effective July 1, 2009 for all non-sworn Executive/Management employees and effective July 1, 2010, all non-sworn Non-Represented employees who have worked full-time for the City for at least five (5) years shall be eligible to receive “PARS 0.5% Stack” Retirement Benefits upon their retirement from the City of Huntington Park.

D. LIMITATIONS

1. Effective July 1, 2009 for all non-sworn Executive/Management employees and July 1, 2010, all non-sworn Non-Represented employees who terminated their employment from the City or who have not worked full-time at least five (5) years with the City before they retire from the City shall not be eligible to receive the “PARS 0.5% Stack” Retirement benefit.
2. Any non-sworn Non-Represented employee who terminates their employment with the City “prior” to their retirement shall receive all of their 1.5% salary contribution made for the “PARS 0.5% Stack” benefit plus interest.
3. Eligible non-sworn Non-Represented employee as set forth in this section must retire from the City of Huntington Park to receive the “PARS 0.5% Stack” benefit.

E. CONTINUED MEET AND CONFER REGARDING PARS

Non-Represented and the City agree that during the term of this Agreement, parties shall continue to meet and confer regarding the proposal to change the CalPERS retirement formula, for employees employed by the City before the implementation of the two-tier system, to 2.5% at 55 in lieu of the PARS 0.5% Stack Plan.

III. HEALTH INSURANCE

A. HEALTH INSURANCE – CalPERS MEDICAL PLANS

The City will provide full-time Non-Represented employees, their eligible dependents and retirees and their eligible dependents with medical insurance provided through the California Public Employees' Retirement System under the Medical and Hospital Care Act (PEHMCA).

B. HEALTH INSURANCE – CITY CONTRIBUTION

1. The City shall contribute on behalf of each Non-Represented employee an amount equal to 100% of the cost of the employee's insurance plan (i.e. Employee Only, Employee Plus One Dependent, Employee Plus Two or more Dependents) not to exceed the cost of the respective plan of the Kaiser Permanente (HMO)-Los Angeles Region Plan available through PEMHCA.
2. Effective once during each fiscal year, at the time rate changes are implemented by CalPERS, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) equal to the Kaiser Permanente-California L.A. Region plan CalPERS approved HMO plan.

C. NON-REPRESENTED EMPLOYEE HIRED ON OR BEFORE OCTOBER 4, 2005

A Non-Represented employee hired or appointed on or before October 4, 2005 and who elects Employee Only or Employee Plus One Dependent will receive the taxable cash (Non-PERSable) value of the difference between the employee's current monthly medical premium paid by the City and the monthly premium amount the City would pay if the employee had Employee Plus Two or more Dependents in the Kaiser Permanente (HMO)-Los Angeles Region Plan monthly medical premium.

IV. RETIREE HEALTH INSURANCE

A. ELIGIBILITY

A full-time Non-Represented employee who subsequently retires from the City of Huntington Park and who qualifies as set forth in the following shall receive the following retiree Health Insurance Benefits upon official retirement from the City of Huntington Park.

B. RETIRED HEALTH INSURANCE BENEFIT

1. Effective September 1, 2008, all full-time Non-Represented employees who officially retire from the City of Huntington Park with at least five (5) years of full-time service with the City of Huntington Park, the City shall pay one-hundred percent (100%) of the maximum level of the City's contribution based on the Basic Kaiser Permanente – L.A. Area Region monthly health premium (i.e. Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) for those eligible retired Non-Represented employees under the California Public Employee's Medical and Hospital Care Act or other health insurance and all other form of health insurance for these retired employees and their dependents.
2. Effective January 1, 2011, for retired Non-Represented employees who are eligible for Medicare, the City's contribution shall be solely based upon Kaiser Permanente – L.A. Area Region Supplement/Managed Medicare monthly health premium or the Combination of both Basic (meaning non-Medicare basic medical coverage) and the Kaiser Medicare monthly health premium.
3. These qualifying requirements shall be waived for Non-Represented employees who retire from City service on an Industrial Disability Retirement.

V. HEALTH INSURANCE PREMIUMS – OPT-OUT/CASH OUT OPTION (NON-PERSABLE)

Eligible Non-Represented employees may elect to discontinue participation in, "opt out," of the CalPERS Health Plan medical insurance coverage. The intent of this provision is to share premium savings that the City will incur as a result of a eligible Non-Represented employee canceling City coverage.

A. EMPLOYEE SPOUSES/DEPENDENTS NOT ELIGIBLE FOR OPT-OUT

1. For these medical plans, when a Non-Represented employee is the spouse of another benefited City employee, the affected employees shall have the option of:
 - Individual coverage; or

ARTICLE FOUR

- One (1) employee may select a plan and list the spouse as a dependent.
- 2. A Non-Represented employee who is covered as the dependent of a City employee in the City plan is eligible for single-party rate “opt-out” compensation.
- 3. Non-Represented employees may not both insure each other or the same dependents.

B. PROOF OF COVERAGE/WAIVE CITY LIABILITY

1. Eligible Non-Represented employees electing to cancel City health insurance coverage for themselves and all eligible family members must provide proof.
 - a) The Non-Represented employee is not receiving Medicare or Medical
 - b) The Non-Represented employee must sign a document stating his/her desire to waive their City medical insurance coverage.
 - c) The Non-Represented employee has coverage through another (non-City) benefit plan end year prior to open enrollment (e.g., spouse’s coverage through another employer), and must waive any liability to the City for their decision to cease coverage under the City’s health insurance plan.

C. OPT-OUT CASH VALUE (NON-PERSABLE)

1. Non-Represented employees electing to opt out will receive the taxable cash (non-PERSable) value of one-half (½) of the monthly medical premium rate for which the Non-Represented employee would have qualified had the qualified Non-Represented employee not “Opted-Out” payable in two equal amounts and added to the first and the next subsequent paycheck of each month and is non-PERSable compensation.

D. REINSTATEMENT AFTER OPTING OUT

1. Employees and their dependents will only be eligible to reinstate medical coverage during:
 - a) Open enrollments periods;
 - b) Upon loss of coverage in accordance with the underwriting guidelines for CalPERS plans open enrollment periods may be subject to change at the sole discretion of CalPERS.
 - c) The City is not responsible for any such changes.

VI. DENTAL INSURANCE

A. BENEFITS – DELTA CARE/PMI PLAN

1. Benefits – DeltaCare/PMI Plan. The City shall contribute an amount, equal to the DeltaCare/PMI premiums in an amount not to exceed the cost of coverage for an Employee Plus Two or More Dependents, on a monthly basis towards an employee's choice of dental plans made available and administrated by Delta Dental Plan.
2. Effective once during each fiscal year, at the time rate changes are implemented by Delta Care PMI, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) to equal the corresponding Delta Care PMI monthly premium.

B. LIMITATIONS – DELTA PREFERRED OPTION PLAN

Non-Represented employees who choose the Delta Insurance Delta Preferred Option Plan shall pay the difference in monthly premium between the Delta/PMI Plan and Delta Preferred Option Plan.

C. DENTAL INSURANCE BENEFITS – LIMITATIONS

The Dental Insurance coverage shall cease for Non-Represented employees upon termination, including retirement, at the end of the month following that after which the Non-Represented employee terminates from employment with the City.

VII. LIFE INSURANCE

A. BENEFIT

1. The City shall pay the full monthly premium for Non-Represented employees for Term Life Insurance Group coverage of \$100,000.
2. Said Life Insurance benefit shall include coverage for Accidental Death and Dismemberment (AD&D).

B. LIMITATION

This Life Insurance Plan Coverage shall cease upon the Non-Represented employee termination from employment with the City.

VIII. LONG TERM DISABILITY INSURANCE

A. PURPOSE

The City has a Long Term Disability insurance policy intended to augment the annual sick leave accrual and sick leave bank programs and provide certain income protection for Non-Represented employees up to one (1) year.

B. BENEFIT

1. The City shall pay the full monthly premium for the Long Term Disability Insurance Plan Coverage for Non-Represented employees.
2. Long Term Disability may be used for either work or non-work related injuries or illness in accordance with City Policy and the insurance company carriers qualifying rules and regulations.
3. Long Term Disability Insurance benefits shall be paid to eligible Non-Represented employees in accordance with the policies established by the insurance carrier's written policy rules and regulations for qualifying and a thirty (30) calendar day waiting period established by the insurance carrier before benefits can be paid.

C. LIMITATIONS

1. The Non-Represented employee must use all their accumulated annual sick leave and bank hours, and all accumulated sick leave time before being eligible to receiving Long Term Disability benefits.
2. Accumulated sick leave may be used in separate thirty (30) calendar day periods.

ARTICLE FOUR

- 3.** This Long Term Disability Insurance Plan shall cease upon the Non-Represented employee's termination from employment with the City.

IX. VISION CARE INSURANCE

A. BENEFIT

- 1.** The City shall pay the full monthly premium for Non-Represented employees up to Employee plus Two or more Dependents category for Vision Care Insurance.
- 2.** Effective once during each fiscal year, at the time rate changes are implemented, the City will adjust its monthly contribution for each contribution category (Employee Only, Employee Plus One Dependent, Employee Plus Two or More Dependents) for the vision care insurance monthly premium.
- 3.** The vision care insurance coverage shall cease upon the Non-Represented employee termination from employment with the City.

X. CITY RIGHTS – CONTENT AND CONTRACTOR

The City retains the exclusive right to determine the content and contractors for all insurance plans and other benefits.

XI. TUITION REIMBURSEMENT PROGRAM

A. PURPOSE

The purpose of the City's Educational Tuition Reimbursement Program is to promote and encourage employees to obtain a college level education up to, and including, a Master's or Doctorate's degree. All Non-Represented employees may use the tuition reimbursement program each fiscal year, subject to the conditions of the program set forth in this section.

B. ANNUAL REIMBURSEMENT

1. The maximum amount of the annual reimbursement shall be fifteen hundred (\$1,500) dollars, which shall cover tuition, enrollment fees, required textbooks and other related material;
2. Participation for reimbursement shall be on a first come, first served basis and subject to a twenty-five thousand (\$25,000) dollar city-wide cap;
3. Following the end of a fiscal year, remaining funds in the \$25,000 fund shall be made available to employees who have eligible expenses in excess of the \$1,500 individual limit;
4. To the extent that funds remaining in the pool are insufficient to fund all the supplemental applications, participants shall receive equal reimbursements from the remaining funds in the City-wide Tuition Reimbursement Fund;

C. REQUIREMENTS

1. All courses must be completed at an accredited college, university, junior college, or other institution, as recommended by the Department Head and approved by the City Manager;
2. To be eligible for reimbursement, Non-Represented employees must receive a grade of “C” or better (or “Pass” if the course is given on a “Pass/Fail” basis);
3. Classes must be taken while a Non-Represented employee is off-duty and not during employees scheduled work hours; and,
4. Approval for reimbursement must be obtained from the City Manager prior to the beginning of the class and payment for reimbursement shall be made only after the certified transcript of grades and receipts for payment of tuition fees and other expenses are received by the City.

XII. FITNESS FACILITY

The City shall provide Non-Represented employees access to the City’s Recreation Center for the use of the facilities at no cost to the Non-Represented employee. Any fees or expenses for class registration or special events will be the responsibility of the Non-Represented employee.

XIII. COFFEE SUPPLIES

The coffee and related supplies that is provided for the City Council and the various City Commissions shall also be made available for use by City employees.

ARTICLE FIVE:
LEAVE POLICIES

I. HOLIDAYS

A. ANNUAL HOLIDAY LEAVE

1. Effective July 1, 2002, regular full-time Non-Represented employees shall be compensated a total of one hundred (100) hours of Holiday Leave per fiscal year.
2. For each authorized official paid holiday, the employee will be compensated at their base salary rate not to exceed ten (10) holiday hours for each authorized holiday during each fiscal year.

B. OFFICIAL PAID HOLIDAYS FOR NON-REPRESENTED EMPLOYEES

1. The official paid recognized holidays granted to Non-Represented employees is as follows:
 - (1) New Year's Day (January 1)
 - (2) Martin Luther King's, Jr. Birthday (3rd Monday in January)
 - (3) President's Day (3rd Monday in February)
 - (4) Memorial Day (4th Monday in May)
 - (5) Independence Day (4th of July)
 - (6) Labor Day (1st Monday in September)
 - (7) Veteran's Day (November 11)
 - (8) Thanksgiving Day (4th Thursday in November)
 - (9) Day after Thanksgiving
 - (10) Christmas Day (December 25th)
2. The City Manager or City Council has the right to designate any day or part of a day as a Holiday.

C. USE OF HOLIDAY LEAVE

Non-Represented employees may take his/her unused Holiday Leave Time as approved by the Department Head with due regard to the service needs of the City and the needs of the Non-Represented employee.

D. UNUSED HOLIDAY LEAVE

Non-Represented employees unused Holiday Leave Time shall be lost if not taken prior to the last payperiod of each fiscal year (July-June) and shall not be converted to any form of compensation.

E. OFFICIAL HOLIDAYS OCCURRING ON FRIDAY OR SATURDAY

Holidays that fall on Saturday or Sunday shall be observed on Friday or Monday respectively.

F. OFFICIAL HOLIDAYS OCCURRING ON SCHEDULED DAY OFF

When any official Holiday occurs on a Non-Represented employee's regular scheduled day off, the holiday time for that day shall not be deducted from the Non-Represented employee Holiday Leave Bank and those hours shall become "Floating Holiday" time to be taken off at the approval of the Department Head prior to the end of that fiscal year (June 30).

G. EMPLOYEE REQUIRED TO WORK AN OFFICIAL HOLIDAY

1. When a Non-Represented employee is required to work on an official holiday, all hours worked shall be paid at the Non-Represented employee regular hourly rate; and
2. No Holiday Leave Time shall be deducted from their annual Holiday Leave Bank.

H. HOLIDAYS OCCURRING DURING VACATION PERIOD

Any official holiday time occurring within a Non-Represented employee's vacation period shall be charged as Holiday Leave Time in lieu of Vacation.

I. HOLIDAYS AND SICK LEAVE USE

If a Non-Represented employee is on Annual Sick Leave or taking Sick Leave Bank Leave on the last working day before the holiday **or** immediately after any official holiday, those holiday leave hours [eight (8) for Non-Represented employees on 5/8 work schedule and ten (10) for Non-Represented employees on the 4/10 work schedule] for that holiday shall be forfeited and deducted from their annual Holiday Leave Bank.

J. PAY OFF OF UNUSED HOLIDAY LEAVE OR FLOATING HOLIDAY LEAVE UPON TERMINATION

1. Any Non-Represented employee terminating employment from the City, either voluntary or involuntarily shall have any eligible accrued Holiday Leave Time hours cashed out at the employee current hourly rate of pay.
2. Eligible holiday hours shall mean those holidays in the fiscal year which have already been earned by the terminating Non-Represented employee. (Earned meaning they were employed by City when certain eligible Holidays had occurred.)
3. In the case of any Non-Represented employee whose employment with the City is terminated by death, such payment shall be made to the estate, spouse or beneficiaries entitled to, or in the case of doubt to the beneficiary of records for public retirement, upon approval by City Attorney.

K. DECEMBER 24-CHRISTMAS EVE/DECEMBER 31- NEW YEAR'S EVE

1. If approved by the City Manager, each Non-Represented employee, except those Non-Represented employees determined by the City Manager and Department Heads to provide services for the necessary functions of the department which he/she is employed, shall be permitted to be absent for duty one-half (1/2) of the work shift on December 24 (Christmas Eve) and December 31 (New Year's Eve) or the last working day prior to December 24 and December 31.
2. Only Non-Represented employee actually working on December 24 or December 31 shall be eligible for this leave.
3. Should a Non-Represented employee be on approved leave with pay (holiday leave, vacation leave, or compensatory time, but not sick leave) on December 24 or December 31 and it's a regular assigned work day for them they shall be charged leave time for one-half (1/2) of their work shift for said day.

L. HOLIDAY BUY-BACK INCENTIVE – TUESDAY-FRIDAY CITY HALL WORKSHIFT ONLY

1. Unit employees assigned the 4/10 work scheduled Tuesday through Friday only shall be eligible to participate in a Holiday Leave Buy Back whenever a City recognized Holiday occurs on the non-work day on Monday.

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2. If a City recognized Holiday occurs on Monday the eligible unit employee shall have the following options which must be approved by their Department Head and City Manager.
 - a) Request to have the ten (10) hours of Holiday Time be cashed-out at the employee's base rate; or
 - b) Request to have the ten (10) hours of Holiday Time be deposited at straight time in the unit employee's Compensatory Time Bank but may not exceed the total Compensatory Time Bank of forty (40) hours. The maximum total of Holiday Time Bank at straight time shall be twenty (20) hours per fiscal year; or
3. Keep these hours in the eligible unit employee's Holiday Bank with the understanding that all Holiday Time must be used within the fiscal year the Holiday Time was earned or said Holiday Time will be forfeited.

II. VACATION LEAVE

A. VACATION LEAVE ACCRUAL

1. All Non-Represented employees are eligible to earn vacation leave time.
2. Non-Represented employees shall receive accrue vacation leave time on the fifteenth (15) day of each month.
3. Non-Represented employee shall be entitled to utilize their accumulated vacation leave with pay upon completion of six (6) months of continuous employment with the City and approval by their department head.

B. VACATION LEAVE EARNED

1. Vacation time shall be earned and accrued on the following basis:

YEARS/MONTH EMPLOYED	VACATION EARNED Per month	VACATION EARNED Per Year	*TWICE MAXIMUM VACATION EARNED
0-4 yrs (0-48 months)	9.33 hours per month	112 hours per year	224 Hours
5-9 yrs (49-108 months)	12.66 hours per month	152 hours per year	304 Hours
10 yrs + (109 months + thereafter)	16.66 hours per month	200 hours per year (see B.3 below)	400 Hours

2. Vacation Leave Time is earned on a continuous service time with the City and is prorated on a monthly basis.
3. *After a Non-Represented employee accrues twice their annual Vacation Leave Time accrual said Non-Represented employee ceases to accrue Vacation Leave. The affected Non-Represented employee, except Executive/Management employees, will only begin accruing vacation Leave again after their vacation Leave balance is less than twice the annual Vacation Leave accrual.

C. NON-REPRESENTED EXECUTIVE/MANAGEMENT

1. After Non-Represented Executive/Management employees accrue twice their annual Vacation Leave Time, the affected employee ceases to accrue Vacation Leave. The affected unit employee will only begin accruing Vacation Leave again after their Vacation Leave balance is less than twice than the annual Vacation Leave accrual.
2. Effective July 1, 2009, all Non-Represented Executive/Management employees who have utilized at least forty (40) hours of Vacation Leave in the past twelve (12) months of the Fiscal Year may with the approval of the City Manager or designee cash-out up to forty (40) hours of accumulated unused Vacation at the employees hourly rate of pay at the end of the Fiscal Year.

**D. NON-REPRESENTED PART-TIME/HOURLY EMPLOYEES-
VACATION LEAVE BENEFITS**

1. Non-Represented employees working on a part-time or hourly basis of less than forty (40) hours per week and who work at least an average of twenty (20) hours per week and at least one-thousand (1,000) hours in any one fiscal year shall be allowed prorated share of vacation allowed forty (40) hour full-time salaried employees as their actual time worked bears to forty (40) hours per week and receive during said vacation accumulation period the same amount of wages or salary that they would have earned had they worked regular hours or time during their vacation period.
2. Part-time employees shall not be granted such vacation credits until after six (6) months of continuous full-time salaried employment or until after one (1) year of continuous one-half part-time (20 hours or more per week) employment.
3. Seasonal or temporary employees who work less than six (6) months of continuous service of less than an average of twenty (20) hours per week in any one year shall not earn vacation credit.

E. APPROVAL OF VACATION LEAVE REQUESTS

The Department Head shall approve Non-Represented employee Vacation Leave request with due regard to the service needs of the City and the personal need of the Non-Represented employee.

F. NO VACATION TAKEN PRIOR TO ACCRUED

1. Non-Represented employees may take only Vacation Leave as they have accumulated at the time the vacation begins.
2. Vacation Leave shall only be approved if the Non-Represented employee has accumulated Vacation Leave Time.

G. LIMITATIONS ON VACATION LEAVE

1. Vacation is charged on the basis of the actual hours the Non-Represented employee is on vacation leave to the nearest one-quarter (0.25) hour.
2. Non-Represented employees do not accrue vacation leave while on unpaid leave in excess of thirty (30) calendar days.
3. A Non-Represented employee who is sick during their vacation leave may charge the period of illness and/or injury to sick leave if available. Verification may be required from a physician.

H. PAYMENT ON TERMINATION, LAYOFF, OR DEATH

1. Terminated or laid off Non-Represented employees will be paid a lump sum of all accrued Vacation Leave Time upon termination at their current hourly rate of pay. Upon death all accrued vacation leave will be paid to the employee's beneficiary, after approval by the City Attorney.
2. At termination of employment the City shall be reimbursed by the Non-Represented employee for any vacation leave taken in excess of their accumulated vacation time Leave Time.
3. Non-Represented employees who are reemployed do not receive service credit for vacation accrual for any period prior to the date of reemployment.

I. VACATION CASH-OUT IN LIEU OF GRANTING VACATION

Where a Non-Represented employee will otherwise exceed the cap on accrued vacation leave time, the City Manager may grant Vacation Cash-Out in lieu of

vacation time in case of any circumstance or conditions where in the judgement of the City Manager justifies such action. The City Manager may grant this option up to six months after the Non-Represented employee exceeds his or her vacation cap without any loss of accrued time where the employee was serving in an acting capacity, performed substantial job duties outside of his or her class specification for at least six months, and a shortage of staff in his or her department resulted in the Non-Represented employee being unable to take vacation.

III. SICK LEAVE

A. PURPOSE OF SICK LEAVE

- 1.** Sick Leave is not a right which a City employee may use at his or her discretion. Sick leave is leave from duty necessitated by illness or injury to the Non-Represented employee or illness or injury of a member of the Non-Represented employee's immediate family requiring the Non-Represented employee's attendance, and medical appointment to the extent that such appointment cannot be scheduled outside the work day.
- 2.** For the purposes of this section, immediate family means employee's spouse or domestic partner, child, step-child, father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, grandfather, grandmother, grandchild, or other individual residing in the same household whose relationship to the Non-Represented employee is that of a dependent.
- 3.** The maximum amount of accrued sick leave that can be used by a Non-Represented employee for use for their immediate family shall be forty-eight (48) hours per fiscal year.
- 4.** All sick leave requires approval by Department Head or designee and such request will not be unreasonably denied.

B. SICK LEAVE ACCRUAL RATE

1. Each eligible Non-Represented employee shall accrue Sick Leave at the rate of eight (8) hours for each month, or major fraction thereof, of continuous City services.
2. The maximum annual Sick Leave accrual shall be ninety-six (96) hours for each year of continuous City service.
3. There is no maximum limit on the amount of total Sick Leave bank a Non-Represented employee may accumulate with the City.
4. A Non-Represented employee shall not accrue sick leave during absences from duty in excess of thirty (30) calendar days by reason of illness, disability or injury on duty, except where such credit is mandated by law.

C. SICK LEAVE ACCRUAL RATE - ELIGIBLE PART-TIME EMPLOYEES

1. Each part-time/hourly employees who work more than twenty (20) hours per week for more than one-thousand forty (1,040) hours per fiscal year will be granted sick leave on a prorated basis based on the number of hours worked per week compared to forty (40) hours.
2. An eligible part-time/hourly employee will receive prorated sick leave credit after three (3) months of continuous service has been completed, and he/she shall, during qualified sick day accrual, earn the same wage or salary earned if he/she had worked the regular hours or time during such sick day accrual.
3. Temporary and seasonal employees are not eligible for sick leave.

D. FIFTY PERCENT (50%) CASH OUT OF ANNUAL ACCUMULATED SICK LEAVE

1. In the last pay period of each fiscal year, one-half (50%) of an employee's unused, accrued sick leave from that fiscal year (48 hours maximum), shall be cashed out by the City at the Non-Represented employee's regular rate of pay in effect on June 30th.
2. Employees shall be paid the cash out in November each year.
3. The remaining one-half (50%) of a Non-Represented employee's unused, accrued Sick Leave from the fiscal year (not to exceed forty-eight (48) hours) shall be added to the Non-Represented employees Sick Leave Bank.
4. With the exception of the annual cash out of one-half (50%) of a Non-Represented employee's unused, accrued sick leave from that fiscal year, there is no other cash out of accrued sick leave.
5. There shall be no limit upon the number of hours of accrued sick leave bank an employee can accumulate.
6. If an Non-Represented employee terminates employment or is laid off from the City before receiving his or her annual cash-out of one-half (50%) the employee's unused, accrued sick leave from that fiscal year, the employee shall receive such payment prorated to the time of termination.

E. USE OF SICK LEAVE

1. In order to receive compensation while absent on sick leave an employee (or someone on the Non-Represented employee's behalf) shall notify the department head or immediate supervisor within thirty (30) minutes after the beginning of the Non-Represented employee's daily duties.
2. The first day of sick leave shall not commence until such notice is given, except in cases of emergency or when provision of such notice is not reasonably possible.
3. In order to be compensated with sick leave for three (3) or more consecutive working days, the Non-Represented employee shall be required to submit upon return to work, a physician's verification of illness or injury.
4. A Non-Represented employee may use accrued sick leave for the actual number of hours of the regular work period that the Non-Represented employee is absent due to illness or injury.

F. ABUSE OF SICK LEAVE

1. A Non-Represented employee shall be subject to disciplinary action for abuse of sick leave, which is defined as a Non-Represented employee's use of sick leave when the Non-Represented employee is not sick, not required to care for a member of the employee's immediate family or not attending a doctor's appointment.
2. If a Non-Represented employee calls in sick in violation of the City's rules and regulations then a deduction shall be made from the Non-Represented employee's earned vacation credits, holiday bank, and/or compensatory time bank.

G. UNPAID LEAVE OF ABSENCE DUE TO INJURY OR ILLNESS

1. A Non-Represented employee who is absent due to illness or injury and who does not have any form of accrued leave on the books shall be required to furnish a physician's statement giving the reason for the absence and a further statement indicating that the Non-Represented employee is fit to return with or without limitations.

H. EXCESSIVE USE OR ABUSE OF SICK LEAVE

1. A Non-Represented employee shall be subject to disciplinary action for excessive or abuse of sick leave or abuse of sick leave. Abuse of such leave is a claim of entitlement of sick leave when the Non-Represented employee does not meet the requirements of sick leave as set forth in this Plan, Civil Service Rules and Regulations, or Personnel or Department Rules.
2. Abuse of Sick Leave shall be considered any Non-Represented employee using ten (10) or more Sick Day Leave days in a calendar year and no physician statement was obtained to verify said Sick Leave Time.
3. Sick Leave taken for Personal Leave, California Family Sick Leave, or any sick leave permitted by law shall not be included as Abuse of Sick Leave.
4. If any Annual Sick Time accrual or Sick Leave Bank accrual is taken in violation of the City's Rules and Regulations, then a deduction of said Sick Leave time taken shall be made from the Non-Represented employee's earned vacation credits, holiday bank, and/or compensatory time bank.

IV. ADMINISTRATIVE LEAVE – EXECUTIVE/MANAGEMENT

A. ELIGIBILITY

All Non-Represented Executive/Management employees so designated in Appendix “A” shall be eligible for up to forty (40) hours of Administrative Leave each fiscal year.

B. LIMITATIONS

1. Administrative Leave shall not accrue past the maximum.
2. Unused Administrative Leave shall be lost at the end of each fiscal year (July 1 – June 30) and shall not be converted to any other form of compensation.

V. PERSONAL BUSINESS LEAVE

A. SICK LEAVE WITH PAY-UP TO TWO (2) WORKING DAYS PER CALENDAR YEAR

Up to two (2) working days per calendar year of Sick Leave Time Accrual with pay be used by each Non-Represented employee for personal business days as part of the Non-Represented employee’s accrual.

B. NON-REPRESENTED PART-TIME HOURLY EMPLOYEES – PERSONAL BUSINESS LEAVE

1. Part-time hourly employees shall be eligible for prorated Personal Business Leave. In order to be compensated while absent on Personal Business Leave the employee must notify his/her department head or immediate supervisor twenty-four (24) hours in advance, provided, however that such notice shall not be required in an emergency situation.
2. However, the part-time hourly employee shall notify his/her department head or immediate supervisor within two (2) hours after the beginning of his/her shift.
3. All Personal Business Leave requires the department head or immediate supervisor’s approval.

C. NOTIFICATION TO DEPARTMENT HEAD OR DESIGNEE

1. In order to be compensated while absent on Personal Business Leave, the Non-Represented employee must notify his/her department head or designee

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at least twenty-four (24) hours in advance; provided that such notice shall not be required in an emergency situation.

2. Where it is impractical under emergency circumstances to give 24-hour notice, the Non-Represented employee shall notify his/her department head or immediate supervisor within thirty (30) minutes after the beginning of his/her shifts.
3. All Personal Business Leave requires the department head or designee's approval.

D. LIMITATIONS

1. Personal Business Leave shall be charged to the Non-Represented employee in even two (2) hour Sick Leave increments or more.
2. Personal Business Leave shall be deducted from the Non-Represented employee's annual sick leave accrual.
3. Any unused sick leave, including Personal Business Leave shall be compensated in accordance with the City's Annual accumulated unused sick leave buy-back program.
4. Personal Business Leave shall not be used for vacation or any other leave.

VI. WORK RELATED DISABILITY

A. POLICY

1. If an industrial injury causes temporary disability to a Non-Represented employee, payment shall be made on the fourth (4th) day after the injured Non-Represented employee leaves work as a result of the injury; provided, that in case the injury causes disability of more than fourteen (14) calendar days or necessitates hospitalization, the disability payment shall be made from the first (1st) day the injured Non-Represented employee leaves work or is hospitalized as a result of the injury.
2. The City shall pay up to thirty (30) calendar days of the eligible Non-Represented employee full salary (regular rate of pay).
3. The City may continue to provide a light-duty assignment when available and when a treating physician's release for such an assignment is obtained.

B. USE OF SICK LEAVE

Beginning with the thirty-first (31) calendar day of such disability, the Non-Represented employee may use all accumulated leave time benefits (Sick Leave, Compensatory Time Off, Holiday, Vacation, etc.) with any Workers' Compensation Temporary Disability or Permanent Disability payments to augment their full salary.

VII. SICK LEAVE WITHOUT PAY

A. POLICY

Whenever an Non-Represented employee must take sick leave, but does not have any annual sick time accrual or sick time accrual bank credit accumulated for such sick leave because he or she has not yet earned any credit for such sick leave or has exhausted such credits through the use of sick accrual or long term disability accrual, such Non-Represented employee shall be allowed a sick leave, without pay, upon approval of the City Manager.

B. LIMITATIONS

- 1.** Use of Sick Leave, in combination with annual sick leave accrual or sick leave bank accrual, shall not extend beyond one year. Non-Represented employees shall retain all rights and privileges granted Non-Represented employees on a regular sick leave, except for compensation and except that they shall not accumulate holidays, vacations or annual sick day accrual or sick leave bank accrual while on unpaid leave.
- 2.** Such Non-Represented employee shall return to the same step and range currently assigned to such former position.

VIII. TEMPORARY MODIFIED WORK

A. ELIGIBILITY

Any Non-Represented employee who is temporarily incapable of performing his/her normal assigned duties because of an illness or injury may request assignment or be required by his/her department supervisor to participate in the temporary modified work program.

B. LIMITATIONS

Participation in the program is limited to Non-Represented employee who shall not:

1. Have an industrial disabling injury, disease, or sickness that exceeds a projected recovery date of twenty-six (26) weeks from the date such temporary modified work program is scheduled to commence; or
2. Have a non-industrial disabling injury, disease, or sickness that exceeds a projected recovery date of twenty-six (26) weeks from the date such temporary modified work program is scheduled to commence; or
3. Be in a Vocational Rehabilitation Plan approved by the City.

C. APPLICATION AND ACCEPTANCE

Application for the Temporary Modified Work shall be in writing by the Non-Represented employee when consideration is requested for the work program and by written direction when the department head requires the employee to participate. The department head shall make a determination of admission to the program based upon such factors as:

1. The attending physician's release to temporary modified work program;
2. Availability of City-wide work stations suitable to accommodate the employee's specific limitations; and
3. The employee's ability to perform satisfactorily in a selected temporary assignment.

D. OUTSIDE EMPLOYMENT

During convalescence and/or modified work assignment, it shall be expressly forbidden for the employee to engage in any outside employment that would interfere with their convalescence.

E. FINAL DECISION

The department head shall make the final decision based upon stated criteria, and the affected Non-Represented employee shall be notified in writing.

IX. BEREAVEMENT LEAVE

A. POLICY

The City's bereavement policy is provided for in the case of death within the immediate family of a Non-Represented employee, such Non-Represented employee shall be entitled to be absent from duty with pay at the Non-Represented employee's regular rate of pay in order to attend the funeral or memorial services or related bereavement purposes for their immediate family. Said bereavement leave shall not exceed three (3) working days and will not be

charged to a employee's sick day accrual or sick leave bank, vacation bank or any other employee time bank.

B. IMMEDIATE FAMILY

For the purpose of this section, immediate family means father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, husband, wife child, stepchild, grandfather, grandmother, or grandchild, legal domestic partner, or other individual whose relationship to the employee is that of a legal dependent.

C. VERIFICATION

1. The City may require verification of the death of the immediate family.
2. Verification may include any printed records or notice of death (i.e. newspaper obituary notice, mortuary leaflet, etc.)

X. JURY DUTY

A. POLICY

1. A Non-Represented employee summoned to active jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay for up to eighty (80) hours in a calendar year.
2. However, the Non-Represented employee must remit to the City within fifteen (15) days after receipt, all fees received for said Jury Duty, except those specifically allowed for mileage and expense.
3. Jury service required on a Non-Represented employee's off duty day is not compensable by the City, and the Non-Represented employee may retain jury compensation for such days.
4. Jury time shall not be considered work time and does not count toward hours worked for the calculation of overtime.
5. Non-Represented employees shall be responsible for providing proof of jury service upon his/her return to work.

XI. MILITARY LEAVE

A. POLICY

The provisions of the Military and Veterans Code of the State of California, as amended along with applicable Federal and Municipal Law and City policies shall govern military leave of City employees.

B. COMPENSATION

Except as set forth in this section, all Non-Represented employees entitled to military leave shall receive full pay and benefits to a maximum of thirty (30) calendar days per year of active duty but the City shall have the opportunity, within the limits of military regulations, to determine when such leave shall be taken.

C. EXTENDED BENEFITS – WAR ON TERRORISM

1. The City Council has authorized for Non-Represented employees in the military service assigned to the war on terrorism, to receive extended military leave benefits and receive the difference between their pay received from the military and the Non-Represented employee's base pay from the City on the thirty-first (31st) calendar day of active military duty through one-hundred and twenty (120) calendar days.
2. The eligible Non-Represented employee must remit proof of their military pay to the city received between the thirty-first (31st) calendar day of active military duty through the one-hundred and twenty (120) calendar days in order to receive the extended salary as set forth in this section.

XII. MILITARY FAMILY LEAVE

A. POLICY

The Federal Family Medical Leave Act, as amended, provides for Military Family Leave as set forth in this section.

B. NEW QUALIFYING REASON FOR LEAVE

Eligible Non-Represented employees are entitled to up to twelve (12) weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the Non-Represented employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

C. NEW UNPAID LEAVE ENTITLEMENT

An eligible Non-Represented employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a

serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty-six (26) weeks of unpaid leave in a single twelve (12) month period to care for the servicemember.

XIII. FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA)

A. PURPOSE

1. This section does not purport to provide all the provisions of law, but summarizes the general intent at the time this Plan was adopted.
2. Specific details of the State and Federal laws relating to FMLA and CFRA are available in the Human Resources Division.
3. Non-Represented employees and department heads must contact Human Resources Division to verify current provisions and requirements.
4. Failure to do so could result in a misunderstanding of rights and obligations, and could cause loss of leave benefits or loss of insurance coverage.

B. ELIGIBILITY FOR FMLA AND CFRA

1. Pursuant to State and Federal laws, employees shall be eligible for Family and Medical Leave of absence (FMLA) for:
 - The birth of a child of the employee;
 - Disability due to pregnancy – FMLA only;
 - The placement of a child with an employee in connection with the adoption or foster care of that employee;
 - The care of the employee's child with a serious health condition;
 - The care of a spouse or parent with a serious health condition; or
 - The employee's own serious health condition.

2. Such leave rights apply to all employees with twelve (12) months or more service with the City prior to the leave request who have worked a minimum of one-thousand two-hundred fifty (1,250) hours in the preceding twelve (12) months.

C. EMPLOYEE RIGHTS UNDER FMLA

1. The maximum amount of leave shall be twelve (12) weeks in a twelve (12) month period.
2. The twelve (12) month period is rolling, and is measured backward from the date leave is used and continuous with each additional leave day taken.
3. Leave may be taken as days off, or intermittent or modified work schedules.
4. The Non-Represented employee is guaranteed a return to his/her position at the end of approved leave.
5. During the twelve (12) work week FMLA period, the City shall maintain the employee's medical, dental, and life insurance.

D. APPROVAL PROCESS FOR FMLA

1. Non-Represented employees must give thirty (30) days advance written notice, on a form provided by the City, of the need for such leave, unless the absence could not be anticipated. In such cases, the Non-Represented employee must give notice as soon as possible but in any event no later than five (5) working days from learning of the need for FMLA leave.
2. Verification by the attending physician or health care provider will be required for absences relating to the Non-Represented employee's or family member's serious health condition.
3. The Human Resources Division shall determine if the leave qualifies under the Family and Medical leave laws, and may determine the commencement date.

E. PRIVACY UNDER FMLA

For privacy reasons, the City may not require specific medical diagnosis of a family member's health condition, but such information may be provided for the Non-Represented employee's own illness or condition with the health care provider's certification of the need for the leave.

F. USE OF ACCRUALS WHILE ON FMLA

1. The Non-Represented employee shall be required to use sick leave for any FMLA illness or medical-related absence, and may use vacation or other accrued leaves if sick leave has been exhausted.
2. FMLA shall run concurrently with Pregnancy Disability Leave.

G. EXPIRATION OF FMLA

Upon expiration of FMLA, if the Non-Represented employee remains on leave, he/she shall be responsible for maintaining his/her insurance benefits, either by use of sufficient accrued paid leave or by payment of the required premiums.

XIV. PREGNANCY DISABILITY LEAVE (PDL)

1. Pregnancy Disability Leave of up to four (4) months, with or without pay, shall be provided to Non-Represented employees covered herein pursuant to the Fair Employment Housing Act (FEHA).
2. The cumulative unpaid leave for disability and non-disability reasons shall not exceed one (1) year.
3. Pregnancy Disability Leave without pay shall not be granted until all accrued sick leave bank time has been exhausted.
4. Non-Represented employees may voluntarily use accrued vacation or other paid leave before commencing unpaid leave.

XV. VOTING LEAVE

1. Non-Represented employees shall be permitted to leave to vote as required by California Elections Code Section 14350-14352, as amended, if the Non-Represented employee cannot otherwise get to the polling place during non-working hours.
2. Up to two (2) hours of leave with pay may be provided at the beginning or end of the normal work shift, whichever permits the opportunity to vote with minimal interruption of work responsibilities.

3. Non-Represented employees shall be required to give a minimum three (3) day notice of the need for leave, obtain advance approval, and submit proof of voting.
4. Any Non-Represented employee who does not utilize this voting leave privilege shall not thereby become eligible for any overtime compensation for any time taken to vote.

XVI. SCHOOL ACTIVITY LEAVE

A. POLICY

1. Pursuant to California Labor Code Sections 230.7 and 230.8, as amended, Non-Represented employees who are parents of school-age children shall be allowed School Activity Leave from their jobs, with or without pay, as may be necessary to participate in school activities such as parent-teacher conference, disciplinary matters, school programs and related events with their children.
2. Such leave is limited to forty (40) hours per school year, at a maximum of eight (8) hours per month.
3. This limit shall not apply when a Non-Represented employee is required to appear in the school of his/her child pursuant to a request from the school administration pertaining to disciplinary action.

B. LIMITATIONS/RIGHTS

1. Non-Represented employees must give reasonable advance notice to the employer to permit work coverage, and may be required to provide documentation from the school that the Non-Represented employee participated in the activity on the specific date and time.
2. Leave properly requested in advance shall not be denied.
3. Non-Represented employees may take accrued leave with pay (vacation, compensatory time, or floating holiday) for School Activity Leave purposes.

XVII. LEAVE OF ABSENCE WITHOUT PAY

A. POLICY

1. Upon written request, the City Manager may, in its discretion and upon recommendation of the department head, grant a leave of absence to any Non-Represented employee who has been employed by the City regularly for one (1) year or more.
2. Any such Non-Represented employee, with the approval of the City Manager or department head, may return prior to the time fixed for the expiration of such leave.

B. LIMITATIONS

In no event shall the City Manager grant a leave of absence contrary to Civil Service Rules and Regulations.

XVIII. ABSENCE WITHOUT PAY

A. POLICY

Failure of a Non-Represented employee to report for duty on a normal working day or shift without notice to his/her department head of the reason for such absence within thirty (30) minutes after the time designated as the beginning of the work day shall constitute absence without leave and without pay.

B. UNAUTHORIZED LEAVE OF ABSENCE/ABANDONMENT OF POSITION

1. A Non-Represented employee absent without authorization for three (3) or more consecutive work days and who fails to contact his/her department head to provide justification for the absence and whose absence will cause disruption of any City services, shall be considered to have abandoned his/her position and resigned from City employment as of the third (3rd) day of absence.
2. The Non-Represented employee shall be notified by their department head that the City considers him/her to be absent without leave, and that, under this section, a termination of employment will be processed.

ARTICLE FIVE

- 3.** Such notification shall be made pursuant to the procedures for notification of intent to discipline as provided in the Civil Service Rules & Regulations.
- 4.** The Non-Represented employee may be reinstated, subject to disciplinary action for other causes, if adequate justification for the absence is provided to the department head prior to the end of the notification period.

XIX. EMPLOYEE DEATH – ACCUMULATED ELIGIBLE LEAVE TIME BENEFITS PAID TO SPOUSE OR ESTATE

In the event a Non-Represented employee's services are terminated as a result of death the payment of eligible accumulated unused vacation leave, sick leave and compensatory time off, if any, shall be made to the employee's spouse or estate. If there is a questions of doubt as to the appropriate person(s) entitled thereto, the beneficiary of record for the California Public Employees' Retirement System shall be determining, with the approval of the City Attorney.

ARTICLE SIX:

WORKING CONDITIONS

I. AMERICANS WITH DISABILITIES ACT (ADA)

A. ACCOMODATIONS

- 1.** It is recognized that the City may be required to make accommodations in order to carry out its obligations under the Americans with Disabilities Act (ADA).

B. ACTIONS TAKEN NOT GRIEVABLE

Actions taken by the City under Section I shall not be subject to the grievance procedure.

II. NOTICE OF LAYOFFS

Non-Represented employees who have Civil Service Status and are subject to layoff in accordance with the established layoff procedures of the Civil Service Rules & Regulations shall be provided fourteen (14) days advance notice prior to the layoff being effective.

III. WORK PERFORMANCE

Every Non-Represented employee shall do an honest day of work commensurate with their skill, ability and training. Non-Represented employees who are not meeting these standards, as determined by management will be subject to disciplinary action. All disciplinary action will be subject to grievance procedure as outlined in the City's Civil Service Rules and Regulations.

IV. RESIGNATION

A Non-Represented employee wishing to leave the City in good standing shall file with the appropriate department head, a written notice stating the effective date and reasons for leaving at least two (2) weeks in advance of his or her resignation. A statement as to the resigned employee's service performance and other pertinent information shall be forwarded to the Human Resources Office. Failure to give notice may be the cause for denying future employment by the City.

V. EMPLOYEE INCARCERATED – UNABLE TO REPORT TO WORK

A. NON-PAY STATUS

Should a Non-Represented employee become incarcerated and held in any jail custody and not be able to come to work to perform his/her job assigned work schedule and duties shall be placed on unpaid – unable to report to work status until they return to work as assigned.

B. USE OF ACCUMULATED LEAVE

Non-Represented employees who are incarcerated and unable to report to their work may use their accumulated, if any, Vacation, Holiday or Compensatory Time for any of the unpaid work time due to their incarceration.

C. NO USE OF SICK LEAVE

No Non-Represented employee may use any of their accumulated sick time to cover any unpaid time due to their incarceration.

VI. CITY DRESS CODE

A. RIGHT TO SET DRESS CODE

The City reserves the right to establish and regulate a Work Place Dress Code for all Non-Represented employees.

VII. CITY ADMINISTRATIVE POLICIES

A. POLICIES

The City has a number of city Administrative Policies covering a wide range of subjects which address important City and work related issues. These policies are in full force and effect and they may or may not be addressed specifically in this Compensation Plan.

B. SUBJECTS

Those Administrative Policies which currently are being utilized by the City include but are not limited to:

- Donation of Leave Time Program
- Nepotism Policy
- Travel & Expense Reimbursement Policy
- Smoking Regulations at City Facilities
- Prohibiting Discrimination or Harassment of City Employees
- Disability Discrimination Policy and Complaint Procedure
- Outside Employment Policy
- Information Technology Equipment Policy
- Cellular Phone/Pager Policy
- AQMD Trip Incentive Program

C. ADDITIONAL ADMINISTRATIVE POLICIES

Additional City Administrative Policies may be implemented in the future.

APPENDIX “A”

APPENDIX “A” – NON REPRESENTED EMPLOYEE CLASSIFICATIONS

CITY OF HUNTINGTON PARK NON-REPRESENTED EMPLOYEE CLASSIFICATIONS

EXECUTIVE/MANAGEMENT UNIT CLASSIFICATIONS	
Assistant Chief of Police	Exempt
Assistant City Engineer	Exempt
Assistant City Manager	Exempt
Assistant Director of Finance	Exempt
Assistant to the City Manager	Exempt
City Clerk	Exempt
City Engineer	Exempt
Director of Community Development	Exempt
Director of Field Services	Exempt
Director of Finance	Exempt
Director of Parks & Recreation	Exempt
Housing & Community Development Manager	Exempt
Planning Manager	Exempt

MID-MANAGEMENT/ PROFESSIONAL UNIT CLASSIFICATIONS	
Accounting Manager	CS
Accounting Supervisor	CS
Community Development Analyst	Exempt
Information Management Specialist	Exempt
Management Analyst - Recreation	Exempt
Personnel Supervisor	Exempt
Recreation Coordinator	CS
Recreation Supervisor	CS
Redevelopment Project Manager	Exempt
Revenue Collections Supervisor	CS

APPENDIX “A”

CONFIDENTIAL UNIT CLASSIFICATIONS	
Administrative Assistant	Exempt
Administrative Assistant to the Chief of Police	Exempt
Administrative Assistant-Finance	Exempt
Administrative Specialist	CS
Deputy City Clerk	Exempt
Executive Assistant	Exempt
Junior Deputy City Clerk	Exempt
Personnel Assistant	Exempt
Secretary - HR Div	Exempt

PART-TIME/HOURLY UNIT CLASSIFICATIONS	
Admin/HR Intern	Exempt
Assistant Recreation Leader	Exempt
Dispatcher Assistant	Exempt
Finance Intern	Exempt
Planning Intern	Exempt
Police Cadet	Exempt
Police Recruit	Exempt
Recreation Leader	Exempt

Exempt = Not having Civil Service status

CS = Having Civil Service Status

APPENDIX “B”

APPENDIX “B” – SALARY SCHEDULE

CITY OF HUNTINGTON PARK
NON-REPRESENTED
CONFIDENTIAL
SALARY SCHEDULE "D-2"
EFFECTIVE 07/01/11

CLASSIFICATION	Salary Grid	Monthly Salary				
		Step 1	Step 2	Step 3	Step 4	Step 5
Administrative Specialist	111	3045	3205	3374	3551	3738
Secretary - HR Div <i>Shorthand Skills</i>	128	3606	3796	3995	4206	4427
	138	3983	4193	4413	4646	4890
Junior Deputy City Clerk <i>Shorthand Skills</i>	128	3606	3796	3995	4206	4427
	138	3983	4193	4413	4646	4890
Administrative Assistant	138	3983	4193	4413	4646	4890
Administrative Assistant-Finance	138	3983	4193	4413	4646	4890
Administrative Assistant to the Chief of Police	143	4186	4407	4639	4883	5140
Personnel Assistant	144	4228	4451	4685	4931	5191
Deputy City Clerk	150	4488	4724	4973	5235	5510
Executive Assistant	155	4717	4965	5227	5502	5791

APPENDIX “B”

**CITY OF HUNTINGTON PARK
NON-REPRESENTED
PROFESSIONAL/MID-MANAGEMENT
SALARY SCHEDULE "D-3"
EFFECTIVE 07/01/11**

CLASSIFICATION	Salary Grid	Monthly Salary				
		Step 1	Step 2	Step 3	Step 4	Step 5
Recreation Coordinator	124	3465	3648	3840	4042	4254
Recreation Supervisor	152	4578	4819	5073	5340	5621
Management Analyst - Recreation	153	4624	4868	5124	5394	5677
Revenue Collections Supervisor	162	5057	5324	5604	5899	6209
Community Development Analyst	169	5422	5708	6008	6324	6657
Accounting Supervisor	170	5477	5765	6068	6388	6724
Information Management Specialist	179	5990	6305	6637	6986	7354
Code Enforcement Manager	181	6110	6432	6770	7126	7501
Redevelopment Project Manager	185	6358	6693	7045	7416	7806
Personnel Supervisor	192	6817	7175	7553	7951	8369
Accounting Manager	193	6885	7247	7629	8030	8453

APPENDIX “B”

CITY OF HUNTINGTON PARK NON-REPRESENTED EXECUTIVE/MANAGEMENT SALARY SCHEDULE "D-4" EFFECTIVE 07/01/11

CLASSIFICATION	Salary Grid	Monthly Salary				
		Step 1	Step 2	Step 3	Step 4	Step 5
Business Improvement Manager	164	5159	5431	5716	6017	6334
Assistant to the City Manager	195	7023	7393	7782	8192	8623
Housing & Community Development Manager	196	7094	7467	7860	8274	8709
Assistant Director of Finance	203	7605	8005	8427	8870	9337
City Clerk	204	7681	8086	8511	8959	9431
Assistant City Engineer	204	7681	8086	8511	8959	9431
Planning Manager	204	7681	8086	8511	8959	9431
Assistant Director of Community Development	209	8073	8498	8945	9416	9912
City Engineer	218	8829	9294	9783	10298	10840
Director of Field Services	221	9097	9576	10080	10610	11169
Director of Parks & Recreation	226	9561	10064	10594	11151	11738
Assistant Chief of Police	227.1	9666	10175	10711	11274	11868
Director of Public Works	227	9657	10165	10700	11263	11856
Assistant City Manager	228	9753	10266	10807	11376	11974
Director of Community Development	230	9949	10473	11024	11604	12215
Director of Finance	236	10561	11117	11702	12318	12966



CITY OF HUNTINGTON PARK

Administration
City Council Agenda Report

November 3, 2014

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

Dear Mayor and Members of the City Council:

RESOLUTIONS ADOPTING NEW CLASS SPECIFICATIONS FOR THE POSITION OF ECONOMIC DEVELOPMENT MANAGER, PROJECT MANAGER, AND CITY CLERK

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2014-52, Repealing Resolution No. 2010-13, and Adopting New Class Specifications for the Position of City Clerk; and
2. Adopt Resolution No. 2014-53, Adopting New Class Specifications for the Position of Economic Development Manager; and
3. Adopt Resolution No. 2014-54, Adopting New Class Specifications for the Position of Project Manager.

BACKGROUND

The current classifications for Housing and Community Development Manager and Redevelopment Project Manager are each being updated to meet current standards for the positions. In January 2012, redevelopment agencies were eliminated across the state. As a result, the classifications will be updated to reflect current job duties.

The duties outlined in the Housing and Community Development Manager classification covers several areas of community development and housing and economic development. In addition, the position will continue to oversee and manage the dissolution of the agency.

In addition, the Redevelopment Project Manager classification does not accurately reflect the scope of responsibilities for this position. For example, in addition to coordinating the dissolution of the former redevelopment agency, this position is also responsible for implementing and managing various programs funded with Federal Grants (i.e. HOME and CDBG) and other special grants (i.e. Lead Base Paint,

RESOLUTION ADOPTING NEW CLASS SPECIFICATIONS FOR THE POSITION OF ECONOMIC DEVELOPMENT MANAGER, PROJECT MANAGER, AND CITY CLERK

November 3, 2014

Page 2 of 2

Brownsfields EPA grants). Additionally, this position is also responsible for coordinating special economic development projects (i.e. Parklet Pilot program, HP Gran Prix, and Ciclavia); researching, coordinating and monitoring departmental program and project budgets, monitoring expenditures, preparing grant proposals, negotiating, preparing and monitoring consultant contracts and real estate development agreements.

The City Clerk class specification is being revised to be in line with current City needs. The primary revisions stem from the City Council's decision to utilize the County of Los Angeles for election services, thus reducing the City Clerk's role in City elections. In addition, the majority of the City's general liability risk management responsibilities have been transferred to the City Manager's Office.

FISCAL IMPACT/FINANCING

All positions are currently budgeted, therefore, the reclassifications have no impact to the General Fund. The salary for the Economic Development Manager and Project Manager will remain the same as their current positions. The revised base salary range for the City Clerk position is \$6,551 to \$8,043 per month plus benefits.

CONCLUSION

Upon adoption of the resolutions, the titles will be changed for Project Manager, Economic Development Manager, and the revised class specification for City Clerk will be posted as an open recruitment.

Respectfully submitted,



JULIO MORALES

Interim City Manager

ATTACHMENTS

- A: Resolution No. 2014-52, Repealing and Adopting New Class Specification for City Clerk
- B: Exhibit "A" Class Specifications for City Clerk
- C: Resolution No. 2014-53, Adopting New Class Specification for Economic Development Manager
- D: Exhibit "A" Class Specifications for Economic Development Manager
- E: Resolution No. 2014-54. Repealing and Adopting New Class Specification for Project Manager
- F: Exhibit "A: Class Specifications for Project Manager

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**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF HUNTINGTON PARK
REPEALING RESOLUTION NO. 2010-13
AND ADOPTING NEW CLASS SPECIFICATIONS
FOR THE POSITION OF CITY CLERK.**

WHEREAS, the City of Huntington Park adopted Resolution No. 2010-13 which set forth class specifications and a salary range for the position of City Clerk;

WHEREAS, modifications were made to the class specification, Example of Duties and Minimum Qualifications;

WHEREAS, the class specification, attached hereto, reflects the new format for all city wide specifications.

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

SECTION 1 Resolution No. 2010-13 is hereby repealed.

SECTION 2 The City Council of the City of Huntington Park hereby adopts and approves class specifications for the position of City Clerk, a copy of which is attached hereto as Exhibit A, with a salary range of \$6,551 to \$8,043, Salary Grid 188.

SECTION 3 The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 3rd day of November, 2014.

Rosa E. Perez, Mayor

ATTEST:

Donna Schwartz, CMC
Interim City Clerk

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

CITY CLERK

Civil Service Status:	Exempt	Bargaining Unit:	Non Represented Employees
Probationary Period:	At-Will	Approved by City Council:	
Classification Series:	City Clerk	Resolution No.:	
FLSA Status:	Exempt		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

DEFINITION

Under general direction from the City Manager, this position plans, directs, manages and oversees the activities and operation of the City Clerk's Office including public information, election management, City Council support; administer, organize, and coordinate, the Records Management program; assist in the administration of the City's Liability Risk Management program; assists with the loss control program and the City's safety committee; Coordinates litigation management, employee safety management program, and property program; performs related duties as required.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Assume management responsibility for all City Clerk's Office services and activities;
- Manage the development and implementation of City Clerk's Office goals, objectives, policies, and priorities for each assigned service area; establish, with City policy, appropriate serve staffing levels and allocate resources accordingly;
- Assume responsibility for the preparation, organization, printing, and distribution of the agenda and agenda packet materials for City Council and other meetings as directed;
- Attend City Council meetings and oversee the recording of all official proceedings; oversee the preparation of minutes and other documents; direct the publication filing, indexing, and safekeeping of all proceedings of the City Council;
- Plan and coordinate with Los Angeles County municipal elections, ensure conformance to election and government code, advise candidates, City officials, and designated employees of Political Reform Act filing requirements; serve as filing officer for the Fair Political Practices Commission; administer the City's Conflict of Interest Code; maintain documents for public inspection; order and maintain election supplies;
- Administer and file oaths of office and oaths of allegiance and certifies copies of official records;
- Maintain the City's Municipal Code; assist departments in format of resolutions and ordinances; attest, publish, post, index, and file ordinances and resolutions;
- Maintain custody of official records and archives of the City including ordinances, resolutions, contracts, agreements, deeds, and minutes; certify copies as required; oversee the indexing, filing and scheduling of documents for scanning; execute official City documents; maintains custody of City Seal;
- Provide official notification to the public regarding public hearings including legal advertising of notices;
- Officiate at bid openings;

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

CITY CLERK

Civil Service Status:	Exempt	Bargaining Unit:	Non Represented Employees
Probationary Period:	At-Will	Approved by City Council:	
Classification Series:	City Clerk	Resolution No.:	
FLSA Status:	Exempt		

(Continued)

- Research and prepare data for City Council, staff members, other governmental agencies, citizens, and news media; answer questions and give out information on the telephone, by correspondence, and in person;
- Attend and participate in professional group meetings; stay informed of new trends and innovations in the field of municipal government;
- Exercises direct supervision over technical and administrative support staff;
- Assists in the administration of the City's Liability Risk Management program;
- Receive, process, coordinate and administer claims, lawsuits, and subpoenas served upon the City with the City Council, City Manager, Third Party Administrator and City Attorney;
- Makes recommendations regarding claims settlement and the advisability of pursuing litigation on unsettled claims;
- Assists in the development of the Risk Management budget;
- License and insures all City vehicles and equipment; issues billing for City property damage;
- Perform related duties and responsibilities as assigned or as situation requires.

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- The principles and methods of public administration;
- The organization, functions, and problems of municipal government;
- Pertinent Federal, State, and local laws, codes, and regulations;
- The principles and methods loss control and self-insurance programs; claims administration and adjustment methods;
- Political reform requirements;
- Records management and file systems, manual and computerized.

Skills:

- Possess skills to word process general correspondence, spread sheets, and reports using a personal computer and software applications;
- Take and transcribe minutes.

Ability to:

- Analyze difficult administrative problems and to develop and present sound conclusions and recommendations;
- Handle confidential information with discretion;
- Organize and administer departmental services in an effective and efficient manner;
- Communicate effectively both orally and in writing;

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

CITY CLERK

Civil Service Status:	Exempt	Bargaining Unit:	Non Represented Employees
Probationary Period:	At-Will	Approved by City Council:	
Classification Series:	City Clerk	Resolution No.:	
FLSA Status:	Exempt		

(Continued)

- Establish and maintain cooperative and effective relationships with the City Council, staff, fellow employees, and the public;
- Plan assign, and direct the work of subordinate employees;
- Understand and interpret provisions of the municipal code, MOU's, Administrative Policies and Departmental Rules and other City Policies related to job duties;
- Review and evaluate employees job performance;
- Effectively supervise subordinates;
- Foster a teamwork environment;
- Plan, organize and prioritize work duties and assignments;
- Lead, coach, instruct and motivate employees;
- Provide leadership;
- To initiate, recommend and carry out personnel actions as required;
- Effectively handle stressful situations;
- Organize, assign, schedule and delegate workload among employees;
- Speak before groups of people;
- Effectively manage workplace diversity issues;
- Work necessary hours and times to accomplish goals, objectives and required tasks;
- Deal with all levels of employees and the public;
- Initiate and accomplish work in a timely manner;
- Assume responsibility for providing effective customer service;
- Assume responsibility for ensuring the duties of the position are performed in a safe and efficient manner;
- Develop necessary skill from on the job training and meet the standards of performance or higher for the classification.

Education and Experience Guidelines – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

- Education equivalent to a graduation from an accredited four-year college or university with a degree in business administration, public administration, or other closely related field.

Experience:

- Three (3) years of increasingly responsible experience in complex administrative office work in a City Clerk's Office, including two (2) years in a supervisory responsibility including risk management, loss prevention, municipal insurance administration, and administrative experience.

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

CITY CLERK

Civil Service Status:	Exempt	Bargaining Unit:	Non Represented Employees
Probationary Period:	At-Will	Approved by City Council:	
Classification Series:	City Clerk	Resolution No.:	
FLSA Status:	Exempt		

License/Certification:

- A valid California Class C Driver's License and a satisfactory driving record;
- Certification as a Notary Public;
- Certification by the International Institute of Municipal Clerk highly desirable.

Physical Requirements:

- Must meet approved physical and pre-placement medical standards for the position.

Bilingual Pay:

- Employees who qualify and are certified to speak Spanish may be eligible to receive bilingual pay.

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Donna G. Schwartz, CMC
Interim City Clerk

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

ECONOMIC DEVELOPMENT MANAGER

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by City Council	
Classification Series:	Community Development	Resolution No.:	
FLSA Status:	Exempt		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.

DEFINITION

Under general supervision, this management position performs professional and responsible management activities in the implementation of the City's Economic Development, Housing, and Community Development programs, projects and services; assists the City and its in its Economic Development efforts and the development of affordable housing and rehabilitation through the implementation of CDBG, HOME, and other programs and projects; and performs related duties as assigned.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Manages the implementation and monitoring of economic development, community development, successor agency and affordable housing activities; analyzes the feasibility of development projects and coordinates program and project implementation;
- Manages the preparation of budgets, cost estimates, bids, contracts, correspondence and other documents relevant to housing and community development and economic development programs, projects and processes; prepares and presents reports; participates in contract negotiations;
- Plans, organizes, and conducts activities to implement a variety of economic development, housing and community development programs and projects; determine and obtain required information for new sources of funding; supervises research regarding housing and economic conditions and trends in the local area; makes recommendations for programs and activities based upon this research;
- Manages the preparation of a variety of periodic and special reports related to economic development, housing and community development programs and activities;
- Prepares and delivers presentations and/or reports to City Council, City Manager and/or community groups;
- Coordinates activities with technical and professional consultants, contractors and City staff;
- Responds to inquiries and provides information to the public and to other agencies and organizations.
- Supervises, evaluates and trains subordinate staff;
- Manages special projects, including those funded with, CDBG and HOME funds;
- Coordinates activities with other departments; confers with other City staff regarding assigned projects; represents the City in meetings with representatives of developers, community organizations, governmental agencies, and the public;

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

ECONOMIC DEVELOPMENT MANAGER

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by City Council	
Classification Series:	Community Development	Resolution No.:	
FLSA Status:	Exempt		

(Continued)

- Monitors legislation and developments related to housing and community development and/or redevelopment matters; evaluates their impact on City operations and programs;
- Recommends and implements policy and procedural improvements based upon legislation;
- Establishes positive working relationships with representatives of community organizations, state/local/federal agencies and associations, City staff, and the public;
- Assists in designing and implementing long and short-range economic development, housing and community development programs;
- Assists in preparing and monitoring departmental, program and project budgets;
- Maintain the confidentiality of privileged information, which he/she may be exposed to during the course of duties;
- Assumes responsibility for ensuring the duties of the position are performed in a safe, efficient manner;
- Performs other related duties as assigned or as situation requires;

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Principles and practices of economic development, housing and community development programs;
- Real estate economics;
- Residential development, redevelopment and rehabilitation;
- Contract administration;
- Techniques of program monitoring and municipal budgeting;
- Federal, state and local housing and community development laws, rules, regulations and program requirements;
- Techniques, and trends affecting economic development, housing and community development in the state and local area;
- Statistical methods and research techniques; methods and techniques of training;
- Applicable federal, state, and local laws, codes, and regulations;
- Principles of grant application and proposal preparation; Municipal and project related budgetary principles and practices;
- Modern office procedures, practices, and equipment;
- Methods and techniques for record keeping and report preparation and writing;

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

ECONOMIC DEVELOPMENT MANAGER

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by City Council	
Classification Series:	Community Development	Resolution No.:	
FLSA Status:	Exempt		

Skills:

- Possess skills to word process general correspondence, spread sheets, and reports using a personal computer and software application including graphics and presentation programs;

Ability to:

- Implement economic development, housing and community development programs and projects;
- Analyze complex issues and problems, evaluate alternatives, and recommend practical solutions;
- Deal effectively with developers, non profit organizations, housing constituencies and the general public;
- Make comprehensive presentations and speak before groups or people;
- Administer, manage and monitor related departmental, program and project budgets;
- Interpret, explain, and apply applicable laws, codes and regulations, including redevelopment law;
- Make sound decisions within established guidelines;
- Analyze a complex issue and develop and implement an appropriate response;
- Establish and maintain effective working relationships with employees, City officials, officials of other jurisdictions, contractors, and the public;
- Attend evening meetings, including City Council and other agency meetings as required;
- Handle confidential information with discretion;
- Understand and interpret provisions of the municipal code, MOU's Administrative Policies and Departmental Rules and other City Policies related to job duties;
- Review and evaluate employees job performances;
- Effectively supervise subordinates;
- Foster a teamwork environment;
- Lead, coach, instruct and motivate employees;
- Provide leadership and work instructions;
- Willingness to initiate, recommend and carry out personnel actions as required;
- Organize, prioritize, assign, schedule and delegate workload among employees;
- Effectively manage workplace diversity issues in a diverse organization;
- Work necessary hours and times to accomplish goals, objectives and required tasks;
- Effectively communicate both orally and in writing;
- Deal with all levels of employees and the public;
- Initiate and accomplish work in a timely manner;
- Assume responsibility for providing effective customer service;
- Effectively handle stressful situations;
- Assume responsibility for maintaining a safe working environment;
- Develop necessary skills from on-the job training and meet the standards of performance or higher for the classification by the end of the probationary period;

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

ECONOMIC DEVELOPMENT MANAGER

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by City Council	
Classification Series:	Community Development	Resolution No.:	
FLSA Status:	Exempt		

Education and Experience Guidelines – Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training:

A Bachelor's degree from an accredited college or university in Public Administration, Business Administration, Urban Planning, or a closely related field. A Master's degree in Public or Business Administration or a closely related field is desirable.

Experience:

Four (4) years of responsible housing and community development experience, preferably with a government agency including one (1) year of supervisory experience.

License or Certificate:

A valid California Class C Driver's License and a satisfactory driving record.

Physical Requirements:

Must meet approved physical and pre-placement medical standards for the position.

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**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF HUNTINGTON PARK
ADOPTING NEW CLASS SPECIFICATIONS
FOR THE POSITION OF PROJECT MANAGER.**

WHEREAS, the City of Huntington Park has recently created a new employment position/classification titled “Project Manager”; and,

WHEREAS, new class specifications have been created for this position/classification;

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

SECTION 1 The City Council of the City of Huntington Park hereby adopts and approves class specifications for the position of Project Manager, a copy of which is attached hereto as Exhibit A, with a salary range of \$6,358 to \$7,806 per month, Salary Grid 185.

SECTION 2 The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 3rd day of November, 2014.

Rosa E. Perez, Mayor

ATTEST:

Donna G. Schwartz, CMC
Interim City Clerk

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

PROJECT MANAGER

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by City Council	
Classification Series:	Community Development	Resolution No.:	
FLSA Status:	Exempt		

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

DEFINITION

Under general direction of the Economic Development Manager, this mid-management position directs, coordinates, monitors and evaluates assignments related to smart growth and economic development, acquisition of property, relocation and projects development, implementation of Federal grant projects and programs, and performs duties as required.

EXAMPLE OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Assist in the coordination preparation coordination and monitoring of departmental budgets;
- Implements and monitors Federal grant projects and programs
- Collects, analyzes and interprets planning and zoning regulations;
- Interprets and applies federal, state and local laws governing land uses, zoning and economic development activities;
- Prepare written reports and provide recommendations to Council or Community Development Commission Board;
- Answers inquiries of public;
- Coordinates real estate transactions and property research and escrows;
- Monitors contracts and agreements with consultants and developers;
- Coordinates relocation activities;
- Implements economic development projects in a timely and effective manner;
- Implements City-sponsored programs for economic development and business assistance;
- Ensures that all bureau programs are administered in strict compliance with applicable federal, state, and local laws, regulations and policies;
- Ensures proper use of financial resources through management control of approved budgets;
- Prepares news releases and public information programs;
- Establishes programs to maximize private capital investment of economic development projects;
- Supervises, evaluates and trains subordinate staff;
- Coordinates the work of subordinate employees;
- Assumes responsibility for ensuring the duties of the position are performed in a safe, efficient manner;
- Performs other related duties as assigned or as situation requires;

CITY OF HUNTINGTON PARK

CLASS SPECIFICATION

PROJECT MANAGER

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by City Council	
Classification Series:	Community Development	Resolution No.:	
FLSA Status:	Exempt		

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Principles and practices of administration as applied to the development and revitalization of a city and the economy of a local community;
- Methods and economic development program techniques employed in grant administration;
- Financing methods and techniques applicable to public and private construction;
- Assumes responsibility for ensuring the duties of the position are performed in safe, efficient manner;
- Performs other related duties as assigned or as situation requires;

Skills:

- Possess skills to word process general correspondence, spread sheets, and reports using a personal computer and software application;

Ability to:

- Organize, direct and coordinate the activities of a broad and varied physical and economic development programs;
- Accept responsibility and to schedule and program work on a long-term basis;
- Deal co courteously and tactfully with the public;
- Handle confidential information with discretion;
- Understand and interpret provisions the municipal code, MOU's Administrative Policies and Departmental Rules and other City Policies related to job duties;
- Review and evaluate employee's job performance;
- Effectively supervise subordinates;
- Foster a teamwork environment;
- Plan, organize and prioritize progress;
- Lead, coach, instruct and motivate employees;
- Provide leadership and work instructions;
- Willingness to initiate, recommend and carry out personnel actions as required;
- Organize, assign, schedule and delegate workload among employees;
- Speak before groups of people;
- Effectively manage workplace diversity issues in a diverse organization;
- Work necessary hours and times to accomplish goals, objectives and required tasks;
- Effectively communicate both orally and in writing;
- Deal with all levels of employees and the public;

CITY OF HUNTINGTON PARK
CLASS SPECIFICATION

PROJECT MANAGER

Civil Service Status:	Exempt	Bargaining Unit:	Non-Represented Employees
Probationary Period:	At-Will	Approved by City Council	
Classification Series:	Community Development	Resolution No.:	
FLSA Status:	Exempt		

(Continued)

- Initiate and accomplish work in a timely manner;
- Assume responsibility for providing effective customer service;
- Effectively handle stressful situations
- Assume responsibility for maintaining a safe working environment;
- Establish smooth working relationships and resolve interpersonal conflicts;
- Develop necessary skills from on-the job training and meet the standards of performance or higher for the classification by the end of the probationary period;

Education and Experience Guidelines – *Any combination of equivalent education, training and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

A Bachelor's degree from an accredited college or university in Planning, Architecture, Public Administration, Business Administration, Economics, Sociology, or a closely relate field.

Experience:

Two (2) years of project development experience, public relations, urban planning, redevelopment, and real estate.

License or Certificate:

A valid California Class C Driver's License and a satisfactory driving record.

Physical Requirements:

Must meet approved physical and pre-placement medical standards for the position.

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Environmental Impact Statement for the I-710 Freeway Improvement Project.

SECTION 2. The City Manager is hereby directed to deliver copies of this Resolution to the California Department of Transportation (CalTrans) and the Los Angeles County Metropolitan Transportation Authority (Metro) within seven (7) calendar days of adoption of this Resolution.

SECTION 3. Effective Date. This Resolution shall take effect immediately upon its adoption. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Huntington Park at its regular meeting on this 3rd day of November, 2014:

Rosa E. Perez, Mayor

ATTEST:

Donna G. Schwartz, CMC

Interim City Clerk

APPROVED AS TO FORM:

Isabel Birrueta, City Attorney

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

4 I, Donna G. Schwartz, Interim City Clerk of the City of Huntington Park, hereby certify that the
5 foregoing Resolution No. 2014-55 was passed and adopted by the City Council of the City of
6 Huntington Park, signed by the Mayor and attested by the Interim City Clerk at a regular meeting of
7 said Council held on the 3rd day of November, 2014, and that said Resolution was adopted by the
following vote, to-wit:

8 AYES:

9 NOES:

10 ABSENT:

11 ABSTAIN:

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14 Donna G. Schwartz, CMC
Interim City Clerk
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CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

November 3, 2014

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

Dear Mayor and Members of the City Council:

ADOPT REPORTING CHILD ABUSE AND NEGLECT POLICY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve adoption of Reporting Child Abuse and Neglect Policy and Procedures.

BACKGROUND

The California Child Abuse and Neglect Reporting Act (CARNA), codified at California Penal Code §§ 11164-11174.3, requires that employers of Mandated Reporters (as defined by the Act) promote identification and reporting of child abuse or neglect. The City of Huntington Park must comply with its obligations under the Act, to require that all Huntington Park employees and administrators who are Mandated Reporters make required reports to child protection or law enforcement agencies; and more broadly to encourage *all* members of the Huntington Park community who observe, have actual knowledge of, or reasonably suspect child abuse or neglect at a City of Huntington Park facility or perpetrated by city personnel to promptly report the concern to appropriate external and city officials.

As such, staff recommends that Council review and adopt the Reporting Child Abuse and Neglect policy and procedures (Attachment A) as a means of promoting the City's responsibility under CARNA. If approved, parks and recreation department staff will undergo an annual child abuse reporter training, which will be open to participation from other departments, if necessary.

FISCAL IMPACT/FINANCING

This action will not have an impact on the City's general fund.

ADOPT REPORTING CHILD ABUSE AND NEGLECT POLICY

November 3, 2014

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LEGAL AND PROGRAM REQUIREMENTS

As noted in a previous section, the proposed adoption of the Reporting Child Abuse and Neglect policy and procedures is a means of promoting the City's obligation under the California Child Abuse and Neglect Reporting Act.

CONCLUSION

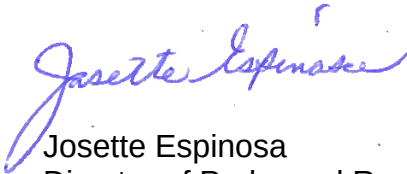
Upon Council approval, staff will notify parks and recreation employees, officials and/or volunteers deemed to be "mandated reporters" under the California Child Abuse and Neglect Reporting Act, of the City's Reporting Child Abuse and Neglect Policy and will schedule and coordinate an annual child abuse reporting training.

Respectfully submitted,



JULIO MORALES

Interim City Manager



Josette Espinosa

Director of Parks and Recreation

ATTACHMENTS

A: Reporting Child Abuse & Neglect Policy

City of Huntington Park

Reporting Child Abuse and Neglect

1.0 POLICY SUMMARY

The California Child Abuse and Neglect Reporting Act ("CANRA"), codified at California Penal Code §§ 11164-11174.3, requires that employers of Mandated Reporters (as defined in the Act) promote identification and reporting of child abuse or neglect. It is the policy of the City of Huntington Park to comply with its obligations under the Act; to require that all Huntington Park employees and administrators who are Mandated Reporters make required reports to child protection or law enforcement agencies; and more broadly to encourage *all* members of the Huntington Park community who observe, have actual knowledge of, or reasonably suspect child abuse or neglect at a City of Huntington Park facility or perpetrated by city personnel to promptly report the concern to appropriate external and city officials.

2.0 DEFINITIONS

Children and Youth: A person under the age of 18 years. Terms used interchangeably in this document.

Child Abuse and Neglect: "Child Abuse and Neglect" means physical injury or death inflicted by other than accidental means upon a child by another person, sexual abuse as defined in California Penal Code Section 11165.1, neglect as defined in California Penal Code Section 11165.2, the willful harming or injuring of a child or the endangering of the person or health of a child, as defined in California Penal Code Section 11165.3, and unlawful corporal punishment or injury as defined in California Penal Code Section 11165.4. "Child abuse or neglect" does not include a mutual affray between minors. "Child abuse or neglect" does not include an injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his or her employment as a peace officer.

Child Abuse and Neglect Reporting Act (the "Act" or "CANRA"): California Penal Code §§ 11164-11174.3, as currently in effect or subsequently amended.

Mandated Reporter: A City of Huntington Park Employee, Official, or Volunteer who is required under the Act due to their licensure or profession, or otherwise by virtue of their City position or activities, to report child abuse and neglect to specified authorities. For purposes of this policy, an "Employee" is any individual who has a relationship with the City for which compensation is paid through the City's payroll system. An "Official" (referred to as an "administrator" in CANRA) is any individual who, other than as an Employee (for example, as an independent contractor or a volunteer) supervises Employees performing official City business or directs or manages official City programs. A "Volunteer" is an individual providing a service to the City under the supervision of the City (other than as an Employee or Official), without receipt of monetary compensation. "Without-compensation" City personnel are "volunteers" under this policy.

3.0 POLICY TEXT

3.1 Mandated Reporters

(a) Identification of Mandated Reporters

Each City of Huntington Park department must identify job classifications or individual staff Employees and Officials who, by virtue of professional licensure or required job qualifications (e.g., administrators or employees of day camps, youth centers, or recreation programs) or their City duties or activities are Mandated Reporters. Each department also should attempt to identify

Volunteers who are Mandated Reporters. See Appendix A for a list of the Mandated Reporter Categories.

(b) Notification to Employees Who Are Mandated Reporters

Each department must develop and implement procedures to assure that, prior to and as a condition of employment (whether first-time employment or to a new position within the City), all Employees who are Mandated Reporters sign a statement that they understand and will comply with the Act. Completed forms shall be maintained in Employees' personnel files. See Appendix B, *Sample Acknowledgement Form* for a sample form that may be used to comply with this policy. This sample form may be modified for use by a department as long as the local form complies with the Act's substantive acknowledgement mandate under California Penal Code Section 11166.5. A department that discovers that an existing Employee is a Mandated Reporter but has not previously signed the acknowledgement form must secure the signature within thirty (30) days of the discovery.

(c) Education of Mandated Reporters and Others

Each department shall determine what, if any, training (in addition to that provided through the acknowledgement form process itself) is necessary and appropriate to advise Mandated Reporters and other members of the Huntington Park community on the subject of child abuse and neglect identification and reporting and of their obligations under the Act. **Note: Mandated Reporters must comply with the duties imposed by the Act whether or not they have received training from the City of Huntington Park or any third party.**

3.2 Reporting Requirements

- (a) A report is required when a City of Huntington Park Mandated Reporter, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect.. Reasonable suspicion does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect; any reasonable suspicion is sufficient.
- (b) Mandated Reporters must report observed or suspected child abuse or neglect to agencies designated to receive such reports. These include any police department or sheriff's department, not including a school district police or security department, county probation department, if designated by the county to receive mandated reports, or the county welfare department. See <http://www.cdss.ca.gov/cdssweb/PG20.htm> for a current list of Child Protective Services hotlines across California. Initial external reports must be made immediately, by telephone, and followed by written reports as soon as reasonably practicable but in any event within 36 hours. A written report must include the information described in Section 11167(a) of the Act and may be submitted on form SS 8572, available online at http://ag.ca.gov/childabuse/pdf/ss_8572.pdf (instructions at http://oag.ca.gov/sites/all/files/pdfs/childabuse/8572_instruct.pdf). The mandated reporter shall make a report even if some of the information described in Section 11167(a) is not known or is uncertain to him or her. ***Failure to make a mandated external report may result in criminal penalties.***
- (c) Mandated Reporters who observe or suspect child abuse or neglect at City of Huntington Park owned or operated facilities must comply with any internal reporting obligations and/or policies

set forth by each department. *An internal report made under this policy is not a substitute for a Mandated Reporter's required external reports under CANRA or other applicable laws.*

- (d) Individuals who are not otherwise required to report under this policy are nevertheless encouraged to report observed or suspected child abuse or neglect to their supervisors. These internal reports may be made anonymously.

3.3. Indemnification and Immunity

The City of Huntington Park will, consistent with Cal. Gov. Code § 995, defend and indemnify City Employees in any civil action arising from good faith report of child abuse or neglect required or encouraged under this policy. CANRA provides immunity from liability and other protections to all reporters of abuse and neglect (Penal Code Section 11172).

4.0 NON-COMPLIANCE AND DISCIPLINARY ACTION

Failure to make a required report under this policy may result in disciplinary action under applicable City policies or, as applicable, collective bargaining agreements. Failure to comply with CANRA may constitute an improper governmental activity.

5.0 PROCEDURES

Any procedures implemented under this policy must be consistent with this policy and the Act.

6.0 RELATED INFORMATION

Child Abuse and Neglect Reporting Act, Cal. Pen. Code §§ 11164-11174.3.

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=pen&group=11001-12000&file=11164-11174.3>.

California Department of Social Services, California Child Abuse Reporter Training

<http://mandatedreporterca.com/training/generaltraining.htm>

U.S. Department of Health and Human Services, Training on Child Abuse and Neglect Prevention

<https://www.childwelfare.gov/preventing/developing/training.cfm>

7.0 REVIEW AND REVISION

It is the responsibility of the Human Resource Supervisor to review and update this policy and procedure on an annual basis.

APPROVED:

AUTHORIZED ON:

ROSA E. PEREZ
MAYOR

DONNA SCHWARTZ
INTERIM CITY CLERK

Appendix A – Mandated Reporter Categories

Type of Entity or Profession	Affected Individuals
postsecondary educational institutions (as of January 1, 2013)	- an employee or administrator whose duties bring the administrator or employee into contact with children on a regular basis, or who supervises those whose duties bring the administrator or employee into contact with children on a regular basis, as to child abuse or neglect occurring on that institution's premises or at an official activity of, or program conducted by, the institution - an athletic coach, including, but not limited to, an assistant coach or a graduate assistant involved in coaching, at public or private postsecondary institutions
public or private schools	teachers, instructional aides, teacher's aides, teacher's assistants, classified employees, administrative officers and supervisors of child welfare attendance, and certified pupil personnel employees, administrators or presenters of or counselors in child abuse prevention programs
community care or child day care facilities	licensees, administrators, and employees
day camps	administrators
private youth centers, youth recreation programs, youth organizations	administrators or employees
health care professionals	all licensed health professionals and certain trainees and interns, including: physicians, psychiatrists, psychologists, dentists (and residents and interns), pharmacists, podiatrists, chiropractors, licensed nurses, dental hygienists, optometrists, marriage and family therapists (and trainees and interns), clinical social workers, professional clinical counselors (and trainees and interns); certified EMTs, paramedics, and other emergency technicians; registered psychological assistants; alcohol and drug counselors; coroners, medical examiners, and others who perform autopsies
law enforcement and public safety professionals	employees of any police department, county sheriff's department, county probation department, or county welfare department; peace officers; firefighters; district attorney investigators, inspectors, local child support agency caseworkers (unless the investigator, inspector or caseworker is working with certain attorneys to represent the children); social workers; probation officers, parole officers; employees of school district police or security departments; animal control and human society officers
clergy	priests, ministers, rabbis, religious practitioners, or similar functionaries of any church, temple, or recognized denomination or organization; and their respective records custodians
any public or private organization	administrators or employees whose duties require direct contact and supervision of children
child care institutions	employees (including, but not limited to, foster parents, group home personnel, personnel of residential care facilities)
State Department of Education County Offices of Education	employees whose duties bring them into contact with children on a regular basis
State Department of Social Services (and county contractors)	licensing workers and licensing evaluators
Head Start Program	teachers
commercial photography and filmmaking	commercial film and photographic print processors (including anyone who develops exposed photographic film into negatives, slides, or prints, or who makes prints from negatives or slides, for compensation, as well as their employees), excluding public agencies
miscellaneous	public assistance workers; state and county public health employees who treat minors for VD or other conditions; compensated child visitation monitors; employees

	or volunteers of Court Appointed Special Advocate program; certain custodial officers; supportive services providers delivering services to children under the Welfare & Institutions Code

Appendix B – Sample Acknowledgment Form

STATEMENT ACKNOWLEDGING REQUIREMENT TO REPORT CHILD ABUSE

Name:
Title:
Department:

California law *requires* certain people to report known or suspected child abuse or neglect. You have been identified as a person who may be a “mandated reporter.” A summary of mandated reporter categories is provided at Appendix A. Relevant provisions of the Child Abuse and Neglect Reporting Act (CANRA) are provided in Appendix C. The complete statute can be found online at <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=pen&group=11001-12000&file=11164-11174.3>.

WHEN REPORTING ABUSE IS REQUIRED

Any person who reasonably believes he or she has observed murder, rape, or lewd or lascivious acts where the victim is age 14 or younger must promptly notify law enforcement authorities. In addition, a mandated reporter, who in his or her professional capacity, or within the scope of his or her employment, has knowledge of or observes a person under the age of 18 years whom he or she knows or reasonably suspects has been the victim of child abuse or neglect must report the suspected incident. The reporter must contact a designated agency immediately or as soon as practically possible by telephone, and must prepare and send a written report within 36 hours of receiving the information concerning the incident. [CANRA § 11165.6]

ABUSE THAT MUST BE REPORTED

- *Physical injury* inflicted by other than accidental means. [CANRA § 11165.6]
- *Sexual abuse* meaning sexual assault or sexual exploitation of a child. [CANRA § 11165.1]
- *Neglect* meaning the negligent treatment, lack of treatment, or the maltreatment of a child by a person responsible for the child's welfare under circumstances indicating harm or threatened harm to the child's health or welfare. [CANRA § 11165.2]
- *Willful harming or injuring or endangering a child* meaning a situation in which any person inflicts, or willfully causes or permits a child to suffer unjustifiable physical pain or mental suffering, or causes or permits a child to be placed in a situation in which the child or child's health is endangered. [CANRA § 11165.3]
- *Unlawful corporal punishment or injury* willfully inflicted on a child and resulting in a traumatic condition. [CANRA § 11165.4]

WHERE TO CALL IN AND SEND THE WRITTEN ABUSE REPORT

Reports of suspected child abuse or neglect must be made to any police department or sheriff's department (not including a school district police or security department), county probation department (if designated by the county to receive mandated reports), or county welfare department. [CANRA § 11165.9] The written report must include the information described in CANRA § 11167(a) and may be submitted on form SS 8572, available online at http://ag.ca.gov/childabuse/pdf/ss_8572.pdf. In addition, an internal report must be made to your department supervisor. This internal report may be made anonymously.

IMMUNITY AND CONFIDENTIALITY OF REPORTER AND OF ABUSE REPORTS

Mandated reporters have immunity from criminal or civil liability for reporting as required or authorized by law. [CANRA § 11172(a)] The identity of a mandated reporter is confidential and disclosed only among agencies

receiving or investigating reports, and other designated agencies. [PC § 11167(d)(1)] Reports are confidential and may be redisclosed only to specified persons and agencies. Any violation of confidentiality provided by CANRA is a misdemeanor punishable by imprisonment, fine, or both. [PC § 11167.5(a)-(b)]

PENALTY FOR FAILURE TO REPORT ABUSE

A mandated reporter who fails to make a required report is guilty of a misdemeanor punishable by up to six months in jail, a fine of \$1000, or both. [CANRA § 11166(c)]

COPY OF THE LAW

My employer, the City of Huntington Park, has provided me with a copy of CANRA sections 11165.7, 11166, and 11167. [CANRA § 11166.5(a)]

ACKNOWLEDGMENT OF RESPONSIBILITY

I have knowledge of my responsibility to report known or suspected child abuse or neglect in compliance with CANRA § 11166.

Signature

Date

Printed Name

Appendix C

California Child Abuse & Neglect Reporting Act - Selected Provisions

Note: The complete text of CANRA may be found online at

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=pen&group=11001-12000&file=11164-11174.3>.

11165.7. (a) As used in this article, "mandated reporter" is defined as any of the following:

- (1) A teacher.
- (2) An instructional aide.
- (3) A teacher's aide or teacher's assistant employed by any public or private school.
- (4) A classified employee of any public school.
- (5) An administrative officer or supervisor of child welfare and attendance, or a certificated pupil personnel employee of any public or private school.
- (6) An administrator of a public or private day camp.
- (7) An administrator or employee of a public or private youth center, youth recreation program, or youth organization.
- (8) An administrator or employee of a public or private organization whose duties require direct contact and supervision of children.
- (9) Any employee of a county office of education or the State Department of Education, whose duties bring the employee into contact with children on a regular basis.
- (10) A licensee, an administrator, or an employee of a licensed community care or child day care facility.
- (11) A Head Start program teacher.
- (12) A licensing worker or licensing evaluator employed by a licensing agency as defined in Section 11165.11.
- (13) A public assistance worker.
- (14) An employee of a child care institution, including, but not limited to, foster parents, group home personnel, and personnel of residential care facilities.
- (15) A social worker, probation officer, or parole officer.
- (16) An employee of a school district police or security department.
- (17) Any person who is an administrator or presenter of, or a counselor in, a child abuse prevention program in any public or private school.
- (18) A district attorney investigator, inspector, or local child support agency caseworker unless the investigator, inspector, or caseworker is working with an attorney appointed pursuant to Section 317 of the Welfare and Institutions Code to represent a minor.
- (19) A peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2, who is not otherwise described in this section.
- (20) A firefighter, except for volunteer firefighters.
- (21) A physician and surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, optometrist, marriage and family therapist, clinical social worker, professional clinical counselor, or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code.
- (22) Any emergency medical technician I or II, paramedic, or other person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code.
- (23) A psychological assistant registered pursuant to Section 2913 of the Business and Professions Code.
- (24) A marriage and family therapist trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code.
- (25) An unlicensed marriage and family therapist intern registered under Section 4980.44 of the Business and Professions Code.
- (26) A state or county public health employee who treats a minor for venereal disease or any other condition.
- (27) A coroner.
- (28) A medical examiner, or any other person who performs autopsies.
- (29) A commercial film and photographic print processor, as specified in subdivision (e) of Section 11166. As used in this article, "commercial film and photographic print or image processor" means a person who develops exposed photographic film into negatives, slides, or prints, or who makes prints from negatives or slides, or who prepares, publishes, produces, develops, duplicates, or prints any representation of information, data, or an image, including, but not limited to, any film, filmstrip, photograph, negative, slide, photocopy, videotape, video laser disk, computer hardware, computer software, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image, for compensation. The term includes any employee of that person; it does not include a person who develops film or makes prints or images for a public agency.
- (30) A child visitation monitor. As used in this article, "child visitation monitor" means any person who, for financial compensation, acts as monitor of a visit between a child and any other person when the monitoring of that visit has been ordered by a court of law.
- (31) An animal control officer or humane society officer. For the purposes of this article, the following terms have the following meanings:

(A) "Animal control officer" means any person employed by a city, county, or city and county for the purpose of enforcing animal control laws or regulations.

(B) "Humane society officer" means any person appointed or employed by a public or private entity as a humane officer who is qualified pursuant to Section 14502 or 14503 of the Corporations Code.

(32) A clergy member, as specified in subdivision (d) of Section 11166. As used in this article, "clergy member" means a priest, minister, rabbi, religious practitioner, or similar functionary of a church, temple, or recognized denomination or organization.

(33) Any custodian of records of a clergy member, as specified in this section and subdivision (d) of Section 11166.

(34) Any employee of any police department, county sheriff's department, county probation department, or county welfare department.

(35) An employee or volunteer of a Court Appointed Special Advocate program, as defined in Rule 1424 of the California Rules of Court.

(36) A custodial officer as defined in Section 831.5.

(37) Any person providing services to a minor child under Section 12300 or 12300.1 of the Welfare and Institutions Code.

(38) An alcohol and drug counselor. As used in this article, an "alcohol and drug counselor" is a person providing counseling, therapy, or other clinical services for a state licensed or certified drug, alcohol, or drug and alcohol treatment program. However, alcohol or drug abuse, or both alcohol and drug abuse, is not in and of itself a sufficient basis for reporting child abuse or neglect.

(39) A clinical counselor trainee, as defined in subdivision (g) of Section 4999.12 of the Business and Professions Code.

(40) A clinical counselor intern registered under Section 4999.42 of the Business and Professions Code.

(41) An employee or administrator of a public or private postsecondary educational institution, whose duties bring the administrator or employee into contact with children on a regular basis, or who supervises those whose duties bring the administrator or employee into contact with children on a regular basis, as to child abuse or neglect occurring on that institution's premises or at an official activity of, or program conducted by, the institution. Nothing in this paragraph shall be construed as altering the lawyer-client privilege as set forth in Article 3 (commencing with Section 950) of Chapter 4 of Division 8 of the Evidence Code.

(42) An athletic coach, athletic administrator, or athletic director employed by any public or private school that provides any combination of instruction for kindergarten, or grades 1 to 12, inclusive.

(43) (A) A commercial computer technician as specified in subdivision (e) of Section 11166. As used in this article, "commercial computer technician" means a person who works for a company that is in the business of repairing, installing, or otherwise servicing a computer or computer component, including, but not limited to, a computer part, device, memory storage or recording mechanism, auxiliary storage recording or memory capacity, or any other material relating to the operation and maintenance of a computer or computer network system, for a fee. An employer who provides an electronic communications service or a remote computing service to the public shall be deemed to comply with this article if that employer complies with Section 2258A of Title 18 of the United States Code.

(B) An employer of a commercial computer technician may implement internal procedures for facilitating reporting consistent with this article. These procedures may direct employees who are mandated reporters under this paragraph to report materials described in subdivision (e) of Section 11166 to an employee who is designated by the employer to receive the reports. An employee who is designated to receive reports under this subparagraph shall be a commercial computer technician for purposes of this article. A commercial computer technician who makes a report to the designated employee pursuant to this subparagraph shall be deemed to have complied with the requirements of this article and shall be subject to the protections afforded to mandated reporters, including, but not limited to, those protections afforded by Section 11172.

(44) Any athletic coach, including, but not limited to, an assistant coach or a graduate assistant involved in coaching, at public or private postsecondary educational institutions.

(b) Except as provided in paragraph (35) of subdivision (a), volunteers of public or private organizations whose duties require direct contact with and supervision of children are not mandated reporters but are encouraged to obtain training in the identification and reporting of child abuse and neglect and are further encouraged to report known or suspected instances of child abuse or neglect to an agency specified in Section 11165.9.

(c) Except as provided in subdivision (d), employers are strongly encouraged to provide their employees who are mandated reporters with training in the duties imposed by this article. This training shall include training in child abuse and neglect identification and training in child abuse and neglect reporting. Whether or not employers provide their employees with training in child abuse and neglect identification and reporting, the employers shall provide their employees who are mandated reporters with the statement required pursuant to subdivision (a) of Section 11166.5.

(d) Pursuant to Section 44691 of the Education Code, school districts, county offices of education, state special schools and diagnostic centers operated by the State Department of Education, and charter schools shall annually train their employees and persons working on their behalf specified in subdivision (a) in the duties of mandated reporters under the child abuse reporting laws. The training shall include, but not necessarily be limited to, training in child abuse and neglect identification and child abuse and neglect reporting.

(e) Unless otherwise specifically provided, the absence of training shall not excuse a mandated reporter from the duties imposed by this article.

(f) Public and private organizations are encouraged to provide their volunteers whose duties require direct contact with and supervision of children with training in the identification and reporting of child abuse and neglect.

11166. (a) Except as provided in subdivision (d), and in Section 11166.05, a mandated reporter shall make a report to an agency specified in Section 11165.9 whenever the mandated reporter, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter shall make an initial report to the agency immediately or as soon as is practicably possible by telephone and the mandated reporter shall prepare and send, fax, or electronically transmit a written follow-up report thereof within 36 hours of receiving the information concerning the incident. The mandated reporter may include with the report any non-privileged documentary evidence the mandated reporter possesses relating to the incident.

(1) For purposes of this article, "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. "Reasonable suspicion" does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect; any "reasonable suspicion" is sufficient. For the purpose of this article, the pregnancy of a minor does not, in and of itself, constitute a basis for a reasonable suspicion of sexual abuse.

(2) The agency shall be notified and a report shall be prepared and sent, faxed, or electronically transmitted even if the child has expired, regardless of whether or not the possible abuse was a factor contributing to the death, and even if suspected child abuse was discovered during an autopsy.

(3) Any report made by a mandated reporter pursuant to this section shall be known as a mandated report.

(b) If after reasonable efforts a mandated reporter is unable to submit an initial report by telephone, he or she shall immediately or as soon as is practicably possible, by fax or electronic transmission, make a one-time automated written report on the form prescribed by the Department of Justice, and shall also be available to respond to a telephone follow-up call by the agency with which he or she filed the report. A mandated reporter who files a one-time automated written report because he or she was unable to submit an initial report by telephone is not required to submit a written follow-up report.

(1) The one-time automated written report form prescribed by the Department of Justice shall be clearly identifiable so that it is not mistaken for a standard written follow-up report. In addition, the automated one-time report shall contain a section that allows the mandated reporter to state the reason the initial telephone call was not able to be completed. The reason for the submission of the one-time automated written report in lieu of the procedure prescribed in subdivision (a) shall be captured in the Child Welfare Services/Case Management System (CWS/CMS). The department shall work with stakeholders to modify reporting forms and the CWS/CMS as is necessary to accommodate the changes enacted by these provisions.

(2) This subdivision shall not become operative until the CWS/CMS is updated to capture the information prescribed in this subdivision.

(3) This subdivision shall become inoperative three years after this subdivision becomes operative or on January 1, 2009, whichever occurs first.

(4) On the inoperative date of these provisions, a report shall be submitted to the counties and the Legislature by the Department of Social Services that reflects the data collected from automated one-time reports indicating the reasons stated as to why the automated one-time report was filed in lieu of the initial telephone report.

(5) Nothing in this section shall supersede the requirement that a mandated reporter first attempt to make a report via telephone, or that agencies specified in Section 11165.9 accept reports from mandated reporters and other persons as required.

(c) Any mandated reporter who fails to report an incident of known or reasonably suspected child abuse or neglect as required by this section is guilty of a misdemeanor punishable by up to six months confinement in a county jail or by a fine of one thousand dollars (\$1,000) or by both that imprisonment and fine. If a mandated reporter intentionally conceals his or her failure to report an incident known by the mandated reporter to be abuse or severe neglect under this section, the failure to report is a continuing offense until an agency specified in Section 11165.9 discovers the offense.

(d) (1) A clergy member who acquires knowledge or a reasonable suspicion of child abuse or neglect during a penitential communication is not subject to subdivision (a). For the purposes of this subdivision, "penitential communication" means a communication, intended to be in confidence, including, but not limited to, a sacramental confession, made to a clergy member who, in the course of the discipline or practice of his or her church, denomination, or organization, is authorized or accustomed to hear those communications, and under the discipline, tenets, customs, or practices of his or her church, denomination, or organization, has a duty to keep those communications secret.

(2) Nothing in this subdivision shall be construed to modify or limit a clergy member's duty to report known or suspected child abuse or neglect when the clergy member is acting in some other capacity that would otherwise make the clergy member a mandated reporter.

(3) (A) On or before January 1, 2004, a clergy member or any custodian of records for the clergy member may report to an agency specified in Section 11165.9 that the clergy member or any custodian of records for the clergy member, prior to January 1, 1997, in his or her professional capacity or within the scope of his or her employment, other than during a penitential communication, acquired knowledge or had a reasonable suspicion that a child had been the victim of sexual abuse that the clergy member or any custodian of records for the clergy member did not previously report the abuse to an agency specified in Section 11165.9. The provisions of Section 11172 shall apply to all reports made pursuant to this paragraph.

(B) This paragraph shall apply even if the victim of the known or suspected abuse has reached the age of majority by the time the required report is made.

(C) The local law enforcement agency shall have jurisdiction to investigate any report of child abuse made pursuant to this paragraph even if the report is made after the victim has reached the age of majority.

(e) Any commercial film and photographic print processor who has knowledge of or observes, within the scope of his or her professional capacity or employment, any film, photograph, videotape, negative, or slide depicting a child under the age of 16 years engaged in an act of sexual conduct, shall report the instance of suspected child abuse to the law enforcement agency having jurisdiction over the case immediately, or as soon as practicably possible, by telephone and shall prepare and send, fax, or electronically transmit a written report of it with a copy of the film, photograph, videotape, negative, or slide attached within 36 hours of receiving the information concerning the incident. As used in this subdivision, "sexual conduct" means any of the following:

(1) Sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal, whether between persons of the same or opposite sex or between humans and animals.

(2) Penetration of the vagina or rectum by any object.

(3) Masturbation for the purpose of sexual stimulation of the viewer.

(4) Sadomasochistic abuse for the purpose of sexual stimulation of the viewer.

(5) Exhibition of the genitals, pubic, or rectal areas of any person for the purpose of sexual stimulation of the viewer.

(f) Any mandated reporter who knows or reasonably suspects that the home or institution in which a child resides is unsuitable for the child because of abuse or neglect of the child shall bring the condition to the attention of the agency to which, and at the same time as, he or she makes a report of the abuse or neglect pursuant to subdivision (a).

(g) Any other person who has knowledge of or observes a child whom he or she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to an agency specified in Section 11165.9. For purposes of this section, "any other person" includes a mandated reporter who acts in his or her private capacity and not in his or her professional capacity or within the scope of his or her employment.

(h) When two or more persons, who are required to report, jointly have knowledge of a known or suspected instance of child abuse or neglect, and when there is agreement among them, the telephone report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report.

(i) (1) The reporting duties under this section are individual, and no supervisor or administrator may impede or inhibit the reporting duties, and no person making a report shall be subject to any sanction for making the report. However, internal procedures to facilitate reporting and apprise supervisors and administrators of reports may be established provided that they are not inconsistent with this article.

(2) The internal procedures shall not require any employee required to make reports pursuant to this article to disclose his or her identity to the employer.

(3) Reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person shall not be a substitute for making a mandated report to an agency specified in Section 11165.9.

(j) A county probation or welfare department shall immediately, or as soon as practicably possible, report by telephone, fax, or electronic transmission to the law enforcement agency having jurisdiction over the case, to the agency given the responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code, and to the district attorney's office every known or suspected instance of child abuse or neglect, as defined in Section 11165.6, except acts or omissions coming within subdivision

(b) of Section 11165.2, or reports made pursuant to Section 11165.13 based on risk to a child which relates solely to the inability of the parent to provide the child with regular care due to the parent's substance abuse, which shall be reported only to the county welfare or probation department. A county probation or welfare department also shall send, fax, or electronically transmit a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

(k) A law enforcement agency shall immediately, or as soon as practicably possible, report by telephone, fax, or electronic transmission to the agency given responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code and to the district attorney's office every known or suspected instance of child abuse or neglect reported to it, except acts or omissions coming within subdivision (b) of Section 11165.2, which shall be reported only to the county welfare or probation department. A law enforcement agency shall report to the county welfare or probation department every known or suspected instance of child abuse or neglect reported to it which is alleged to have occurred as a result of the action of a person responsible for the child's welfare, or as the result of the failure of a person responsible for the child's welfare to adequately protect the minor from abuse when the person responsible for the child's welfare knew or reasonably should have known that the minor was in danger of abuse. A law enforcement agency also shall send, fax, or electronically transmit a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

11167. (a) Reports of suspected child abuse or neglect pursuant to Section 11166 or Section 11166.05 shall include the name, business address, and telephone number of the mandated reporter; the capacity that makes the person a mandated reporter; and the information that gave rise to the reasonable suspicion of child abuse or neglect and the source or sources of that information. If a report is made, the following information, if known, shall also be included in the report: the child's name, the child's address, present location, and, if

applicable, school, grade, and class; the names, addresses, and telephone numbers of the child's parents or guardians; and the name, address, telephone number, and other relevant personal information about the person or persons who might have abused or neglected the child. The mandated reporter shall make a report even if some of this information is not known or is uncertain to him or her.

(b) Information relevant to the incident of child abuse or neglect and information relevant to a report made pursuant to Section 11166.05 may be given to an investigator from an agency that is investigating the known or suspected case of child abuse or neglect.

(c) Information relevant to the incident of child abuse or neglect, including the investigation report and other pertinent materials, and information relevant to a report made pursuant to Section 11166.05 may be given to the licensing agency when it is investigating a known or suspected case of child abuse or neglect.

(d) (1) The identity of all persons who report under this article shall be confidential and disclosed only among agencies receiving or investigating mandated reports, to the prosecutor in a criminal prosecution or in an action initiated under Section 602 of the Welfare and Institutions Code arising from alleged child abuse, or to counsel appointed pursuant to subdivision (c) of Section 317 of the Welfare and Institutions Code, or to the county counsel or prosecutor in a proceeding under Part 4 (commencing with Section 7800) of Division 12 of the Family Code or Section 300 of the Welfare and Institutions Code, or to a licensing agency when abuse or neglect in out-of-home care is reasonably suspected, or when those persons waive confidentiality, or by court order.

(2) No agency or person listed in this subdivision shall disclose the identity of any person who reports under this article to that person's employer, except with the employee's consent or by court order.

(e) Notwithstanding the confidentiality requirements of this section, a representative of a child protective services agency performing an investigation that results from a report of suspected child abuse or neglect made pursuant to Section 11166 or Section 11166.05, at the time of the initial contact with the individual who is subject to the investigation, shall advise the individual of the complaints or allegations against him or her, in a manner that is consistent with laws protecting the identity of the reporter under this article.

(f) Persons who may report pursuant to subdivision (g) of Section 11166 are not required to include their names.



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

November 3, 2014

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

Dear Mayor and Members of the City Council:

RECEIVE AND FILE REPORT ON USE OF FUNDING FROM SALE OF CITY SURPLUS VEHICLES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Review expenditures made from revenue collected from sale of surplus vehicles.

BACKGROUND

City owned vehicles/equipment transition from active daily use to surplus status when they are no longer cost efficient to operate; when they have met or exceed their programmed life expectancy, and/or when the vehicle has been involved in a traffic collision and the repair cost exceeds its salvage value. As such, City Council authorized the auctioning and sale of 20 surplus city vehicles during the June 16, 2014 council meeting.

FISCAL IMPACT/FINANCING

A total of \$51,900 was received from Propertyroom.com for the sale of the 20 surplus vehicles. Of the revenue collected, a total of \$44,900 was allocated to the Department of Parks and Recreation and \$7,000 were returned to the Police Department's asset forfeiture account as required by federal guidelines. To date, the Parks and Recreation department has expended a total of \$40,875.20 on the following:

- \$28,875.20 used for purchase of 2015 Ford Transit van
- \$12,000 used to fund a portion of the city's 2014 Summer Swim Program

The remaining balance of \$4,024.80 will be earmarked for the 2015 Summer Swim Program.

RECEIVE AND FILE REPORT ON USE OF FUNDING FROM SALE OF CITY SURPLUS VEHICLES

November 3, 2014

Page 2 of 2

LEGAL AND PROGRAM REQUIREMENTS

Per the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies* for the U.S. Department of Justice's (DOJ) Asset Forfeiture Program, if an agency seizes a car (asset) that is forfeited judicially or administratively, that agency must keep the car for a minimum of two years. After that two year period, the car can be sold and the proceeds must be deposited in the Asset Forfeiture Fund.

Of the 20 vehicles sold, two vehicles were seized by the Huntington Park Police Department and are governed by the aforementioned federal guidelines. The vehicles include:

- 1999 Ford Explorer Eddie Bower (Vehicle ID # 131)
- 2003 GMC Denali Quadrasteer (Vehicle ID # 129)

As a participating agency of the DOJ's Asset Forfeiture Program, the revenue received from the sale of the noted vehicles must be deposited into the City's Asset Forfeiture Fund. Therefore, a total of \$7,000, which was received by the City from the sale of these two vehicles, have been deposited into account #229-0000-392.40-05, which ensures the city's compliance with the DOJ's guidelines.

CONCLUSION

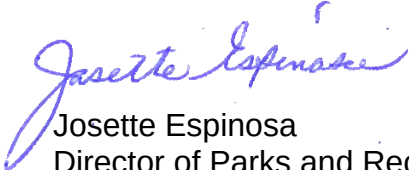
Upon Council review, staff will continue to appropriately manage and track expenditures made from the revenue collected from the sale of the City's surplus vehicles.

Respectfully submitted,



JULIO MORALES

Interim City Manager



Josette Espinosa

Director of Parks and Recreation

ATTACHMENTS

A: US Auctions Sales Summary

US Auctions
Sales Summary

City of Huntington Park

09-20-14

Unit #	Agency	Description:	Lot #	VIN / Serial #	License #	Sale Price	Comm	Trans	De-Logo	Repairs	Total	
779		2003 BMW R1150RT	001	WB10499A03ZE90573	Exempt	\$1,400.00	0.00	0.00	0.00	0.00	\$1,400.00	
188		2003 Honda Civic Hybrid CVT	005	JHME96693S004815	Exempt	\$4,000.00	0.00	0.00	0.00	0.00	\$4,000.00	
70		1998 Chevrolet Malibu LS	011	1G1NE52M5W614409	Exempt	\$1,700.00	0.00	0.00	0.00	0.00	\$1,700.00	
139		2004 Chevrolet Monte Carlo SS	019	2G1WX12KX4939849	Exempt	\$3,500.00	0.00	0.00	0.00	0.00	\$3,500.00	
41		1993 Ford Taurus GL	021	1FACP52U9PA113106	Exempt	\$900.00	0.00	0.00	0.00	0.00	\$900.00	
117		2002 Ford Crown Victoria PI	027	2FAFP71W62X109199	Exempt	\$600.00	0.00	0.00	0.00	0.00	\$600.00	
149		2000 Chevrolet Astro LS	031	1GNDM19W0Y819220	Exempt	\$2,100.00	0.00	0.00	0.00	0.00	\$2,100.00	
136		2004 Chevrolet Trail Blazer LT	036	1GND513S442105267	Exempt	\$3,300.00	0.00	0.00	0.00	0.00	\$3,300.00	
141		2003 Chevrolet Trail Blazer LS	037	1GND513S332162848	Exempt	\$3,500.00	0.00	0.00	0.00	0.00	\$3,500.00	
131		1999 Ford Explorer Eddie Bower	038	1FMDU32P5XZB5408	Exempt	\$700.00	0.00	0.00	0.00	0.00	\$700.00	
145		2002 Chevrolet Tahoe Z71	041	1GNEK13T02R151664	Exempt	\$5,300.00	0.00	0.00	0.00	0.00	\$5,300.00	
883		2003 Chevrolet S10	048	1GCCS19X138222842	Exempt	\$1,600.00	0.00	0.00	0.00	0.00	\$1,600.00	
885		2003 Chevrolet S10	049	1GCCS19X638222688	Exempt	\$1,800.00	0.00	0.00	0.00	0.00	\$1,800.00	
881		2003 Chevrolet S10	050	1GCCS19X238222364	Exempt	\$1,900.00	0.00	0.00	0.00	0.00	\$1,900.00	
156		1994 Ford Ranger	054	1FTCR10UXRPB98036	Exempt	\$1,300.00	0.00	0.00	0.00	0.00	\$1,300.00	
167		1993 Ford Ranger	057	1FTCR10X2PTA94266	Exempt	\$1,800.00	0.00	0.00	0.00	0.00	\$1,800.00	
129		2003 GMC Denali QuadraSteer	071	2GTFK69U231249650	Exempt	\$6,300.00	0.00	0.00	0.00	0.00	\$6,300.00	
183		2000 Chevrolet Silverado 1500	072	1GCEC14V3YE400643	Exempt	\$2,700.00	0.00	0.00	0.00	0.00	\$2,700.00	
336		1986 Ford F800	089	1FDPF82H2GVA08981	Exempt	\$3,750.00	0.00	0.00	0.00	0.00	\$3,750.00	
338		1982 GMC 7000	090	1GDJ7D1B7CV593026	Exempt	\$3,750.00	0.00	0.00	0.00	0.00	\$3,750.00	
						Sales Totals						\$51,900.00
						Commission						\$0.00
						Transportation Fees						\$0.00
						Delogo Fees						\$0.00
						Detail / Repair Fees						\$0.00
						TOTAL						\$51,900.00



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

November 3, 2014

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

Dear Mayor and Members of the City Council:

APPROVE AGREEMENT FOR 2013 HOMELAND SECURITY GRANT PROGRAM (HSGP)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the 2013 Homeland Security Grant Program Subrecipient Agreement between the City of Huntington Park and County of Los Angeles for 2013 Homeland Security Grant Program funding; and
2. Authorize the City Manager to sign the agreement between the City of Huntington Park and County of Los Angeles; and
3. Approve the Police Department to purchase equipment and services from 3M to complete this approved project; and
4. Approve the Police Department to purchase equipment and services from Seahawk Surveillance to complete this project; and
5. Authorize the Finance Department to issue necessary purchase orders and make payments to facilitate the successful completion of this project.

BACKGROUND

The Homeland Security Grant Program (HSGP) was created in 2003 to incorporate all projects that provide funding to government agencies by the Department of Homeland Security. The primary purpose of the program is to support the implementation of homeland security strategies by addressing planning, organizational, equipment, training, and exercise needs of first responders to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. The HSGP encompasses five projects in the program: State Homeland Security Grant Program (SHSGP), Urban Areas Security Initiative (UASI), Operation Stone Garden,

APPROVE AGREEMENT FOR 2013 HOMELAND SECURITY GRANT PROGRAM (HSGP)

November 3, 2014

Page 2 of 4

Metropolitan Medical Response Systems (MMRS) Program, and Citizen Corps Program.

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

The Huntington Park Police Department has been awarded HSGP grant funding for two projects. The first is an approved Automated License Plate Reader (ALPR) project meeting the requirements of information sharing/collaboration in the amount of \$100,000. The second is an approved regional/shared camera surveillance system to enhance information sharing and investigative capabilities through the use of a regional network in the amount of \$77,851.

In 2003, the Police Department purchased an Automatic License Plate Recognition (ALPR) system from PIPS Technology. In 2013, PIPS Technology was purchased by 3M and now operates under that company name.

The ALPR camera systems check license plates against specified databases including National Crime Information Center, Stolen Vehicles, Felony Warrants, Amber Alerts, and local hot lists. The Police Dispatchers receive alerts on any matches and police officers in the field are directed to locate the vehicle.

The data collected from the license plate reads can be shared with other law enforcement agencies for investigative purposes.

In 2013 the Police Department purchased city wide cameras and a mesh network system from Sea Hawk Surveillance. The city wide camera project will assist with the monitoring of several major intersections, highly travelled roadways, and public parking lots. This project would be in addition to the existing system with the added regional sharing capabilities through the use of a regional network.

FISCAL IMPACT/FINANCING

No matching funds are required to receive these grant funds. HSGP awards fund approved projects on a reimbursement basis. Agencies receiving HSGP awards must spend funds to complete projects, and submit for the reimbursement from the State. General fund monies used to complete this project will be reimbursed by the grant program. It is currently estimated that reimbursement on such projects may take two or three months.

With Council approval, this project will require that the City expend \$177,851 on the grant project. City staff will submit for reimbursement of these funds when the project is completed. State funds received will replenish the account established for this purpose.

APPROVE AGREEMENT FOR 2013 HOMELAND SECURITY GRANT PROGRAM (HSGP)

November 3, 2014

Page 3 of 4

LEGAL AND PROGRAM REQUIREMENTS

A total of \$177,851 in grant funding has been awarded to the Police Department for these projects. To qualify for reimbursement with these funds, the Police Department must receive the equipment and pay the vendor by March 31, 2015.

CONTRACTING PROCESS

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

The surveillance cameras will also be an expansion of our existing camera system through Sea Hawk Surveillance, Inc., which was selected through a Request for Proposal (RFP) in 2013. Sea Hawk Surveillance is the approved vendor to complete the "Public Safety Mobile and Surveillance Wireless Mesh Network" project for the City.

CONCLUSION

Upon approval by the City Council:

1. The City Manager will execute the "2013 Homeland Security Grant Program Subrecipient Agreement" between the City of Huntington Park and County of Los Angeles for 2013 Homeland Security Grant Program funding.
2. The agreement will be forwarded to the office of the Chief Executive of Los Angeles County for the required County signatures and returned to the City of Huntington Park.
3. The Police Department will begin expansion of the Automated License Plate Reader network; not to exceed \$100,000 and the regional/shared camera surveillance system not to exceed \$77,851 as provided by the grant.
4. The Finance Department will issue necessary purchase orders and make payments to facilitate the successful completion of this project.

**APPROVE AGREEMENT FOR 2013 HOMELAND SECURITY GRANT PROGRAM
(HSGP)**

November 3, 2014

Page 4 of 4

Respectfully submitted,



JULIO MORALES

Interim City Manager



JORGE CISNEROS

Chief of Police

ATTACHMENTS

A: 2013 Homeland Security Grant Program Subrecipient Agreement



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

September 16, 2014

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

Dear Chief Cisneros:

2013 HOMELAND SECURITY GRANT PROGRAM SUBRECIPIENT AGREEMENT

On December 3, 2013, the Los Angeles County (County) Board of Supervisors accepted the 2013 Homeland Security Grant Program (HSGP) for the HSGP Los Angeles County Operational Area. The County requires a formal Subrecipient Agreement between the City of Huntington Park and the County which outlines the requirements of the grant and provides the guidelines to follow for HSGP reimbursement of eligible expenses.

Enclosed please find two copies of the Subrecipient Agreement (SA) between the City of Huntington Park and the County of Los Angeles. Each copy of the SA requires original signatures (in blue ink), with complete contact information listed in Paragraph 102B and signed Exhibit pages A, B, C and D (with D needing each page initialed in the lower right corner) by the appropriate staff of your city. Details of your 2013 approved project(s) can be found under Exhibit E. Please return both signed agreements to:

Chief Executive Office
Attn: Craig Hirakawa
County Disaster Administrative Team
222 S. Hill Street, 2nd Floor, Suite 200
Los Angeles, CA 90012

"To Enrich Lives Through Effective And Caring Service"

Jorge Cisneros, Chief of Police
September 16, 2014
Page 2

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

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

Sincerely,

WILLIAM T FUJIOKA
Chief Executive Officer



Alvia Shaw
Interim Manager

WTF:AS:sc

Enclosures

Subrecipient Agreement
Between the County of Los Angeles and
The City of Huntington Park
Grant Year 2013
Homeland Security Grant Program

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

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

W I T N E S S E T H

WHEREAS, the U.S. Department of Homeland Security Title 44 C.F.R. through the Office of Grants and Training (G&T), has provided financial assistance from the Homeland Security Grant Program (HSGP), Catalog of Federal Domestic Assistance (CFDA) 97.067 directly to the California Governor's Office of Emergency Services (Cal OES) for the 2013 HSGP; and

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

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

WHEREAS, the County of Los Angeles as Subgrantee has obtained approval of the 2013 HSGP grant from Cal OES for the Subrecipient in the amount of \$177,851; and

WHEREAS, the CEO now wishes to distribute 2013 HSGP grant funds to the Subrecipient, as further detailed in this Agreement; and

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

WHEREAS, the County of Los Angeles and Subrecipient are desirous of executing this Agreement, and the County of Los Angeles Board of Supervisors on December 3, 2013 authorized the CEO to prepare and execute this Agreement.

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

SECTION I
INTRODUCTION

§101. Parties to this Agreement

The parties to this Agreement are:

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

§102. Representatives of the Parties and Service of Notices

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

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

Alvia Shaw, Interim Director
Chief Executive Office, Los Angeles County (LAC)
222 S. Hill Street, 2nd Floor
Los Angeles, CA 90012
Phone: (213) 974-7315
Fax: (213) 687-3765
ashaw@ceo.lacounty.gov

With a copy to:
Craig Hirakawa, Grants Manager
Chief Executive Office, LAC
222 S. Hill Street, 2nd Floor
Los Angeles, CA 90012
Phone: (213) 974-1127
Fax: (213) 687-3765
chirakawa@ceo.lacounty.gov

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2. The representative of Subrecipient is:

Name and
Title:

Organization

Address:

City/State/Zip:

Phone:

Fax:

Email:

With a copy to:

Name and
Title:

Organization

Address:

City/State/Zip:

Phone:

Fax:

Email:

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

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the County of Los Angeles. An employee of Subrecipient is not, and will not be deemed, an employee of the County of Los Angeles by virtue of this Agreement, and Subrecipient must so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient must not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the County of Los Angeles by virtue of this Agreement.

§104. Conditions Precedent to Execution of This Agreement

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

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

SECTION II

TERM AND SERVICES TO BE PROVIDED

§201. Performance Period

The performance period of this Agreement is from September 1, 2013 to March 31, 2015, unless the County of Los Angeles, with Cal OES approval, provides written notification to the Subrecipient that the performance period has been extended, in which case the performance period will be so extended by such written notification, as provided in §502, below.

§202. Use of Grant Funds

- A. Subrecipient and the County of Los Angeles have previously completed a mutually approved budget/expenditure plan, hereinafter "Budget," for the 2013 HSGP, which has been approved by Cal OES. This information is contained in a copy of the Final Grant Award Letter and Worksheet, attached hereto as Exhibit E.

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

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

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

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

- I. Any equipment acquired pursuant to this Agreement must be authorized in the G&T Authorized Equipment List (AEL) available online at <http://www.rkb.us> and the Funding Guidelines of the 2013 HSGP, Funding Opportunity Announcement, incorporated by reference, and attached hereto as Exhibit F. Subrecipient must provide the County of Los Angeles a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet or exceed the minimum Federal requirements. Federal procurement requirements for the 2013 HSGP can be found at Office of Management and Budget Circular A-102, Title 44 C.F.R. Part 13.

Any equipment acquired or obtained with Grant Funds:

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

3. An Equipment Ledger must be maintained listing each item of Equipment acquired with HSGP funds. The Equipment Ledger must be kept up to date at all times. Any changes must be recorded in the Ledger within ten (10) business days and the updated Ledger is to be forwarded to the County of Los Angeles' Auditor-Controller Shared Services Division. The Equipment Ledger must include: (a) description of the item of Equipment, (b) manufacturer's model and serial number or other identification number, (c) the fund source/grant year of acquisition of the Equipment, including the award number, (d) date of acquisition, (e) the acquisition cost of the Equipment, (f) percentage of Federal participation, (g) location and condition of Equipment and (h) disposition data, including date and sale price, if applicable. Records must be retained pursuant to Title 44 C.F.R. Part 13.32.
 4. All Equipment obtained under this Agreement must have an appropriate identification decal affixed to it, and, when practical, must be affixed where it is readily visible.
 5. A physical inventory of the Equipment must be taken by the Subrecipient and the results reconciled with the Equipment Ledger at least once every two years or prior to any site visit by State or Federal auditors/monitors. The Subrecipient is required to submit a letter certifying as to the accuracy of the Equipment Ledger to the County of Los Angeles, in the frequency as above.
- K. Any planning paid pursuant to this Agreement must conform to the guidelines as listed in 2013 HSGP, Funding Opportunity Announcement or subsequent grant year programs.
- L. Any training paid pursuant to this Agreement must conform to the guidelines as listed in 2013 HSGP, Funding Opportunity Announcement, and must be first submitted to CEO and then pre-authorized by Cal OES. A catalog of federally approved and sponsored training courses is available at <http://www.ojp.usdoj.gov/odp/training.htm>.
- M. Any exercise paid pursuant to this Agreement must conform to the guidelines as listed in 2013 HSGP, Funding Opportunity Announcement. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>.
- N. Subrecipient must provide to County of Los Angeles a spending plan detailing the required steps and timeframes required to complete the approved projects within the grant timeframe. Subrecipient must submit the spending plan to County of Los Angeles prior to final execution of the Agreement.
- O. Any organization activities paid pursuant to this Agreement must conform to the guidelines as listed in 2013 HSGP, Funding Opportunity Announcement.

SECTION III

PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. The County of Los Angeles will reimburse Subrecipient up to the maximum grant amount of \$177,851 as expenditures are incurred and paid by Subrecipient and all documentation is reviewed and approved by County of Los Angeles. All expenditures must be for the purchase of equipment, exercises, training, and planning as described in Section II of this Agreement. The grant amount represents the amount allocated to Subrecipient in the 2013 HSGP Grant Award Letter from Cal OES.
- B. Subrecipient must submit invoices to the County of Los Angeles Auditor-Controller Shared Services Division requesting payment as soon as expenses are incurred and paid, and the required supporting documentation is available. Said timeframe should be within ten (10) business days of Subrecipient's payment to vendors and/or prescribed due dates by CEO and/or Cal OES. Each reimbursement request must be accompanied by the Reimbursement Form (attached hereto as Exhibit G). All appropriate back-up documentation must be attached to the reimbursement form, including purchase orders, invoices, proof of payment and packing slips.

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

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

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

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

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

SECTION IV

STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

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

§403. Integrated Agreement

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

§404. Breach

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

§405. Prohibition Against Assignment or Delegation

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

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

§406. Permits

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

§407. Nondiscrimination and Affirmative Action

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

If required, Subrecipient must submit an Equal Employment Opportunity Plan to the Department of Justice Office of Civil Rights in accordance with guidelines listed at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

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

§408. Indemnification

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

§409. Conflict of Interest

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

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

B. Definitions:

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

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

§410. Restriction on Disclosures

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

§411. Statutes and Regulations Applicable To All Grant Contracts

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

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

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

- 2. Single Audit Act

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

3. Americans with Disabilities Act

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

4. Political and Sectarian Activity Prohibited

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

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

5. Records Inspection

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

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

6. Records Maintenance

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

7. Subcontracts and Procurement

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

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

8. Labor

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

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

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

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

9. Civil Rights

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

10. Environmental

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

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

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

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

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

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

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

By signing this Agreement, Subrecipient warrants and represents that it will, as applicable, comply with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq.

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

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

11. Preservation

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

12. Suspension, Debarment, Ineligibility and Voluntary Exclusion

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

13. Drug-Free Workplace

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

14. Lobbying Activities

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

15. Miscellaneous

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

B. Statutes and Regulations Applicable To This Particular Grant

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

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

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

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

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

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

2. Travel Expenses

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

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

3. Noncompliance

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

C. Compliance With Grant Requirements

To obtain the grant funds, the State required an authorized representative of the County of Los Angeles to sign certain promises regarding the way the grant funds would be spent. These requirements are included in the 2013 Funding Opportunity Announcement and in the "Grant Assurances", attached hereto as Exhibit D. By signing these Grant Assurances and accepting the Funding Opportunity Announcement, the County of Los Angeles became liable to the State for any funds that are used in violation of the grant requirements. Subrecipient will be liable to the Grantor for any funds the State determines that Subrecipient used in violation of these Grant Assurances. Subrecipient agrees to indemnify and hold harmless the County of Los Angeles for any sums the State or Federal government determines Subrecipient used in violation of the Grant Assurances.

§412. Federal, State and Local Taxes

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

§413. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

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

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

B. Rights to Use Inventions

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

C. Copyright Policy

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

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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

§414. Child Support Assignment Orders

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

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

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

SECTION V

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

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

§502. Amendments

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

SECTION VI

ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

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

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

COUNTY OF LOS ANGELES

By _____
WILLIAM T FUJIOKA
Chief Executive Officer

_____ Date

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

By _____
JOHN NAIMO
Acting Auditor-Controller

APPROVED AS TO FORM

RICHARD D. WEISS
Acting County Counsel

BY _____
Senior Deputy County Counsel

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

APPROVED AS TO FORM

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

ATTEST

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

EXHIBITS

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

EXHIBIT ACal OES 2-232
Approved by OMB 0348-0046**DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES
CONCONTINUATION SHEET**

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

Reporting Entity:

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

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

Brief Description of Services and Payments indicated in item 11:

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

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

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

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

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

EXHIBIT B

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

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

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

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

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

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

EXHIBIT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE ACT REQUIREMENTS

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

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

CONTRACTOR/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**California Governor's Office of Emergency Services
FY 2013 Grant Assurances
(All HSGP Applicants)**

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

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

1. Will assure that all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2013 HSGP Funding Opportunity Announcement.
2. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prepare for, prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
3. Has the legal authority to apply for federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Governor's Office of Emergency Services (Cal OES).
4. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program and Urban Area Security Initiative) or fiscal years.
5. Will comply with any cost sharing commitments included in the FY2013 Investment Justifications submitted to DHS/FEMA/Cal OES, where applicable.
6. Will establish a proper accounting system in accordance with generally accepted accounting standards and awarding agency directives.
7. Will give the DHS/FEMA, the General Accounting Office, the Comptroller General of the United States, the Cal OES, the Office of Inspector General, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to the award, and will permit access to its facilities, personnel and other individuals and information as may be necessary, as required by DHS/FEMA or Cal OES, through any authorized representative, with regard to examination of grant related records, accounts, documents, information and staff.
8. Will require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS/FEMA access to records, accounts, documents, information, facilities, and staff.
 - a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS/FEMA or Cal OES.
 - b. Recipients must give DHS/FEMA and Cal OES access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to

- facilities, personnel, and other individuals and information as may be necessary, as required by DHS/FEMA and Cal OES program guidance, requirements, and applicable laws.
- c. Recipients must submit timely, complete, and accurate reports to the appropriate DHS/FEMA and Cal OES officials and maintain appropriate documentation to support these reports.
 - d. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - e. If, during the past three years, the Recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS/FEMA/Cal OES awarding office and the DHS Office of Civil Rights and Civil Liberties.
 - f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Recipient, or the Recipient settles a case or matter alleging such discrimination, Recipients must forward a copy of the complaint and findings to the DHS/FEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.
9. Will comply with any other special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement, or detailed in the program guidance.
 10. Agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the federal and state approved privacy policies, and achieve (at a minimum) the baseline level of capability as defined by the Fusion Capability Planning Tool.
 11. Will initiate and complete the work within the applicable timeframe, in accordance with grant award terms and requirements, after receipt of approval from Cal OES, and will maintain procedures to minimize the amount of time elapsing between the award of funds and the disbursement of funds.
 12. Will provide timely, complete and accurate progress reports, and maintain appropriate documentation to support the reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP), within 45 (forty-five) days of the award, and update these reports and related documentation via the Grant Reporting Tool (GRT) twice each year.
 13. Will provide timely notifications to Cal OES of any developments that have a significant impact on award-supported activities, including changes to key program staff.
 14. Agrees to be non-delinquent in the repayment of any federal debt. Examples of relevant debt may be found in OMB Circular A-129, form SF-424, item #17, and include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.
 15. Will comply with the requirement of 31 U.S.C. Section 3729, which sets forth that no subgrantee, Recipient or subrecipient of federal payments shall submit a false claim for payment, reimbursement or advance. Administrative remedies may be found in 38 U.S.C. Section 3801-3812, addressing false claims and statements made.
 16. Will comply with all federal and state laws, executive orders, regulations, program and administrative requirements, cost principles, audit requirements, policies and any other terms and conditions applicable to this award.
 17. Will comply with all applicable provisions of DHS/FEMA's regulations, including Title 44 of the Code of Federal Regulations, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.

18. Will comply with Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215; requirements for allowable costs/cost principles in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27); OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220; OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225; OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230; and OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as applicable.
19. Will comply with all provisions of the Federal Acquisition Regulations including, but not limited to, Title 48 CFR Part 31.2, Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
20. Will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
21. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other connections.
22. Understands and agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA and Cal OES.
23. Will comply with all applicable lobbying prohibitions and laws, including those found in United States Code Title 31, § 1352, *et seq.*, and agrees that none of the funds provided under this award may be expended by the Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.
24. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged businesses, to the extent practicable.
25. Will comply with Title 2 of the Code of Federal Regulations regarding duplication of benefits, whereby any cost allocable to a particular federal award or cost objective under the principles provided for in this agreement may not be charged to other federal awards to overcome fund deficiencies.
26. Will ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Subgrantees and subrecipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
27. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 *et seq.*), which prohibits the use of lead based paint in construction or rehabilitation of structures.
28. Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964, Public Law 88-352,(42 U.S.C. § 2000d *et seq.*), , as amended, which prohibits discrimination on the basis of race, color and national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*), which prohibits discrimination on the basis of gender.
 - c. The Americans with Disabilities Act, as amended, which prohibits Recipients from discriminating on the basis of disability (42 U.S.C. § 12101 *et seq.*).
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability in any program receiving federal financial assistance.
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age.
 - f. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - g. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 - h. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - i. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*, as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.
 - j. Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
 - k. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for federal assistance is being made and any other applicable statutes.
 - l. Will, in the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
 - m. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - n. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
29. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 *et seq.* [P.L. 91-646]), which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.
30. Will comply with all provisions of DHS/FEMA's regulation 44 CFR Part 10, Environmental Considerations.
31. Will comply with all applicable federal, state, and local environmental and historical preservation (EHP) requirements. Failure to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Agrees not to undertake any project having the potential to impact EHP resources without the prior written approval of DHS/FEMA and Cal OES, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA and

Cal OES funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA and Cal OES and the appropriate State Historic Preservation Office.

32. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Subgrantees must complete the DHS/FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to their Cal OES program representative, for processing by the DHS/FEMA Grants Program Directorate EHP.
33. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form for these types of projects is available at:
www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc
34. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal OES and the DHS/FEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.
35. Will provide any information requested by DHS/FEMA and Cal OES to ensure compliance with applicable laws including, but not limited to, the following:
 - a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), and Environmental Justice (EO12898) and Environmental Quality (EO11514).
 - b. Notification of violating facilities pursuant to EO 11738.
 - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 *et seq.*).
 - d. Conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 *et seq.*).
 - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
 - f. California Environmental Quality Act (CEQA), California Public Resources Code Sections 21080-21098, and California Code of Regulations, Title 14, Chapter 3 Sections 15000-15007.
 - g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
 - h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 *et seq.*), which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
36. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445, 2446, 2447, and 2448.
37. Agrees that subgrantees and subrecipients collecting Personally Identifiable Information (PII) must have a publically-available privacy policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Subgrantees and subrecipients may also find DHS Privacy Impact Assessments, guidance and templates online at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

38. Agrees that all DHS/FEMA-funded project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, and approvals are obtained.
39. Will comply with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a), whereby all subgrantees, recipients, and subrecipients must ensure that all conference, meeting, convention, or training space, funded in whole or in part with federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. § 2225.
40. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The Recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
41. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a Recipient or sub-recipient purchases ownership with federal support. The Recipient agrees to consult with DHS/FEMA and Cal OES regarding the allocation of any patent rights that arise from, or are purchased with, this funding and has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the submitted application for federal assistance and after the receipt of federal financial assistance, through the State of California, agrees to the following:
- Promptly return to the State of California all funds received which exceed the approved, actual expenditures as determined by the federal or state government.
 - In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
 - Property and equipment purchased under the HSGP reverts to Cal OES if the grant funds are deobligated or disallowed and not promptly repaid.
 - HSGP funds used for the improvement of real property must be promptly repaid following deobligation or disallowment of costs, and Cal OES reserves the right to place a lien on the property for the amount owed.
 - Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per federal fiscal year.
42. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
43. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 *et seq.*) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
44. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
45. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended or updated via later executive order(s), means information that has been determined pursuant to EO 12958 to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. No funding under this award shall be used to support a contract,

subaward, or other agreement for goods or services that will include access to classified national security information if the Award Recipient has not been approved for and granted access to such information by appropriate authorities.

46. Agrees that where an Award Recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subrecipient, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, and other applicable executive orders; the National Industrial Security Program Operating Manual (NISPOM); and other applicable implementing directives or instructions. Security requirement documents may be located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
47. Immediately upon determination by the Award Recipient that funding under this award may be used to support a contract, subaward, or other agreement involving access to classified national security information pursuant to paragraph 47, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the Award Recipient shall contact ISPB, and the applicable federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Telephone: 202-447-5346

Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security

Office of the Chief Security Officer

ATTN: ASD/Industrial Security Program Branch

Washington, D.C. 20528

48. Will comply with the requirements regarding Data Universal Numbering System (DUNS) numbers. If recipients are authorized to make subawards under this award, they must first notify potential subrecipients that no entity may receive or make a subaward to any entity unless the entity has provided a DUNS number.
49. For purposes of this award term, the following definitions will apply:
- "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at <http://fedgov.dnb.com/webform>.
 - "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C, as a governmental organization, which is a state, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
 - "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the Recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see § 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
 - "Subrecipient" means an entity that receives a subaward from you under this award, and is accountable to you for the use of the federal funds provided by the subaward.

50. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction sub-agreements.
51. Agrees that equipment acquired or obtained with grant funds:
- Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement, in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the Applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
 - Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
52. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.
53. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement, and the California Supplement to the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2013 Homeland Security Grant Program application. Further, use of FY13 funds is limited to those investments included in the California FY13 Investment Justifications submitted to DHS/FEMA and Cal OES and evaluated through the peer review process.
54. Will comply with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*. The adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
55. Will comply with OMB Standard Form 424B Assurances – Non-construction Programs, whereby the awarding agency may require subgrantees and subrecipients to certify to additional assurances.
56. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension". As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the Applicant will provide protection against waste, fraud and abuse, by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. Applicant certifies that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
 - Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
 - d. Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
- 57. Will comply with requirements to acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- 58. Will comply with requirements that publications or other exercise of copyright for any work first produced under federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes in all such copyrighted works. The Recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of government sponsorship (including award number) to any work first produced under an award.
- 59. Will obtain, via Cal OES, the prior approval from DHS on any use of the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- 60. Will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
- 61. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. The Recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.
- 62. Will comply with the requirements of the government-wide award term which implements § 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the Recipient or a subrecipient engages in severe forms of trafficking in persons during the period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect; or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.
- 63. Will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance; national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI,

Recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

64. Will comply with the requirements of 42 U.S.C. § 7401 *et seq.* and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.
65. Will comply with the requirements of the federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable state and local law and is not directly regulated by 45 CFR Part 46.
66. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 *et seq.*, which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.
67. Will comply with the requirements of § 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate state or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.
68. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 *et seq.*), which provides that no federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
69. Will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of § 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.
70. Will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective,

bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

71. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal OES.
- a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in § 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,
 - b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal OES. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2011, the obligation must be reported by no later than December 31, 2011.)
 - c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal OES. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. Subgrantees must report subrecipient executive total compensation to Cal OES by the end of the month following the month during which you make the subaward. Exemptions include: If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any subrecipient.
 - d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
 - i. the total federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - iv. Subrecipient Executives. Unless you are exempt as provided above, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986.
72. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

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

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

EXHIBIT E

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



September 20, 2013

William T. Fujioka
Chief Executive Officer
Los Angeles County
500 West Temple St.
Los Angeles, CA 90012

SUBJECT: NOTIFICATION OF SUBGRANTEE AWARD APPROVAL
FY 2013 Homeland Security Grant Program (HSGP)
Grant # 2013-00110 Cal OES ID# 037-00000
Subgrantee Performance Period: August 29, 2013 to May 31, 2015

Dear Mr. Fujioka:

The California Governor's Office of Emergency Services (Cal OES) has approved your FY13 Homeland Security Grant Program (HSGP) award in the amount of \$9,296,087. Once your completed application is received and approved, you may request reimbursement of eligible grant expenditures using the Cal OES Financial Management Forms Workbook available at www.caloes.ca.gov.

During the review process, a Cal OES representative examined and evaluated your FY13 HSGP grant application. As a result of this review, some of your funded projects may have been assigned performance milestones shorter than the subgrantee performance period, based in part on information provided in your application and submitted workbook. Performance milestones will be used by Cal OES to both determine the appropriate date to disencumber funds awarded under this grant and re-direct them to other needs across the State and as indicators of performance and grant management capacity in future competitive grant applications.

Activities:	Amount	Completion Date
All Projects	\$4,648,044	8/31/14

Additionally, Aviation/Watercraft requests, Establish/Enhance Emergency Operations Center (EOC) projects, projects requiring EHP review and sole source procurement requests will require additional approvals from Cal OES. Subgrantees must obtain written approval for these activities **prior** to incurring any costs, in order to be reimbursed for any related costs under this grant. Subgrantees are required to obtain a performance bond for any equipment item over

3650 SCHRIEVER AVENUE, MATHER, CA 95655
GRANTS MANAGEMENT
(916) 845-8506 TELEPHONE, (916) 845-8511 FAX

Mr. William T. Fujioka
September 20, 2013
Page 2

\$250,000, or any vehicle, aviation, or watercraft (regardless of the cost) financed with homeland security dollars. Please submit performance bonds to your Program Representative.

Following acceptance of this award, you must enter your grant information into the U.S. Office of Grants and Training, Grant Reporting Tool (GRT), for the December 2013 Biannual Strategy Implementation Report (BSIR) period. The GRT can be accessed online at <https://www.reporting.odp.dhs.gov/>. Semi-annual performance reports must be prepared and submitted to Cal OES via the GRT for the duration of the grant period or until all activities are completed and the grant is formally closed. Failure to submit performance reports could result in grant reduction, suspension, or termination.

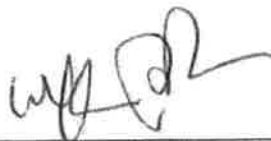
This grant is subject to all policies and provisions of the Federal Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30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

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within ten days of receipt, and keep a copy for your files. For further assistance, please feel free to contact your Cal OES Program Representative or the Homeland Security Grants Unit (HSGU) at (916) 845-8510.

Sincerely,



MARK S. GHILARDUCCI
Director



William T. Fujioka, Chief Executive Officer
Los Angeles County

10-3-13

Date

Appendix C – Funding Guidelines

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

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

Management and Administration (SHSP, UASI, and OPSG)

Management and administration (M&A) activities are those defined directly relating to the management and administration of HSGP funds, such as financial management and monitoring. The amount of M&A is specified in each year's FOA. For additional information on SHSP and UASI M&A, refer to IB 365. For additional clarification on OPSG M&A, refer to IB 378. Both IBs can be found at <http://www.fema.gov/grants/grant-programs-directorate-information-bulletins>.

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

Indirect Cost Rate

Indirect costs are allowable only if the applicant has an approved indirect cost rate with the cognizant Federal agency. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant Federal agency) is required at the time of application. Indirect costs will be evaluated as part of the application for Federal funds to determine if allowable and reasonable.

Planning (SHSP, UASI, and OPSG)

SHSP and UASI funds may be used for a range of emergency preparedness and management planning activities and that support Performance Objectives such as THIRA, SPR and Planning, by placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in CPG 101 v.2. Development and maintenance of a THIRA must align to CPG 201. Planning must include participation from all stakeholders in the community who are able to contribute critical perspectives and may have a role in executing the plan. Planning should be flexible enough to address incidents of varying types and magnitudes.

Grantees must use the *CPG 101 v.2: Developing and Maintaining Emergency Operations Plans* in order to develop robust and effective plans. For additional information, please see http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf.

Organization (SHSP and UASI Only)

Organizational activities include:

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

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

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

As identified in the *Maturation and Enhancement of State and Major Urban Area Fusion Centers* priority, all fusion centers analytic personnel must demonstrate qualifications that meet or exceed competencies identified in the *Common Competencies for State,*

Local, and Tribal Intelligence Analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to FEMA Program Analysts upon request. In addition to these training requirements, fusion centers should also continue to mature their analytic capabilities by addressing shortfalls in analytic capability identified during the fusion center's annual assessment.

- **Overtime costs.** Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the *Maritime Transportation Security Act of 2002*), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the Federal man-hour estimate, and only after funding for these activities from other Federal sources (i.e., FBI JTTF payments to State and local agencies) has been exhausted. Under no circumstances should DHS grant funding be used to pay for costs already supported by funding from another Federal source.
- **Operational overtime costs.** In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. SHSP or UASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites in the following authorized categories:
 - Backfill and overtime expenses for staffing State or Major Urban Area fusion centers;
 - Hiring of contracted security for critical infrastructure sites;
 - Participation in Regional Resiliency Assessment Program (RRAP) activities;
 - Public safety overtime;
 - Title 32 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note: Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); and
 - Increased border security activities in coordination with CBP, as outlined in IB 135.

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

Note: States with UASI jurisdictions can use funds retained at the State level to reimburse eligible operational overtime expenses incurred by the State (per the above

guidance limitations and up to a maximum of 50 percent (50%) of the State share of the UASI grant). Any UASI funds retained by the State must be used in **direct** support of the Urban Area. States must provide documentation to the UAWG and FEMA upon request demonstrating how any UASI funds retained by the State would directly support the Urban Area.

Equipment (SHSP and UASI)

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

Grantees (including sub-grantees) that are using HSGP funds for emergency communications equipment should comply with the *FY 2013 SAFECOM Guidance for Emergency Communication Grants*, including provisions on technical standards that ensure and enhance interoperable communications. *SAFECOM Guidance* can be found at <http://www.safecomprogram.gov/grant/Default.aspx>. Grantees investing in broadband-related investments should review IB 386: Clarification on Use of DHS/FEMA Public Safety Grant Funds for Broadband-Related Expenditures and Investments, and consult their FEMA Headquarters Program Analyst on such Investments before developing applications. Relocating existing systems operating in the T-Band is also allowable.

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

Training (SHSP and UASI)

States, territories, and Urban Areas may use HSGP funds to develop and/or maintain a homeland security training program. Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance shortfall identified through

an After Action Report/Improvement Plan (AAR/IP) or other assessments (e.g., National Emergency Communications Plan [NECP] Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Exercises should be used to provide the opportunity to demonstrate and validate skills learned in training, as well as to identify training shortfalls. Any training or training shortfalls, including those for vulnerable populations including children, the elderly, pregnant women, and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the State or Urban Area training cycle. All training and exercises conducted with HSGP funds should support the development and testing of the jurisdiction's Emergency Operations Plan (EOP) components or specific annexes, and validation of completed corrective actions from previous exercises or real world events, where applicable. Grantees are encouraged to use existing training rather than developing new courses. When developing new courses, grantees are encouraged to apply the Analysis Design Development and Implementation Evaluation (ADDIE) model of instruction design (<https://www.firstrespondertraining.gov>).

Exercises (SHSP and UASI)

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

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

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

Other Federally funded preparedness programs have similar exercise and training requirements. Exercise and training activities should be coordinated across the

jurisdiction(s) to the maximum extent possible to include the Whole Community and to foster better coordination working relationships across the enterprise.

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

Maintenance and Sustainment (SHSP, UASI, and OPSG)

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. With the exception of maintenance plans purchased incidental to the original purchase of the equipment, the period covered by a maintenance or warranty plan must not exceed the period of performance of the specific grant funds used to purchase the plan or warranty.

Grant funds are intended to support the NPG by funding projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs which must be in 1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

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

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

- Maturation and enhancement of designated State and major Urban Area fusion centers, including information sharing and analysis, threat recognition, and terrorist interdiction, and training/ hiring of intelligence analysts;
- Implementation and maintenance of the Nationwide SAR Initiative (NSI), including training for front line personnel on identifying and reporting suspicious activities;
- Implementation of the "If You See Something, Say Something™" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations. Note that DHS requires that the Office of Public Affairs be given the opportunity to review and approve any public awareness materials (e.g., videos, posters, tri-folds, etc.) developed using

HSGP grant funds for the “If You See Something, Say Something™” campaign to ensure these materials are consistent with the Department’s messaging and strategy for the campaign and the initiative’s trademark;

- Training for countering violent extremism; development, implementation, and/or expansion of programs to engage communities that may be targeted by violent extremist radicalization; and the development and implementation of projects to partner with local communities to prevent radicalization to violence, in accordance with the Strategic Implementation Plan (SIP) to the National Strategy on Empowering Local Partners to Prevent Violent Extremism in the United States; and
- Increase physical security, via law enforcement personnel and other protective measures by implementing preventive and protective measures related to at-risk nonprofit organizations.

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

Critical Emergency Supplies (SHSP and UASI Only)

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

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

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

Construction and Renovation (SHSP and UASI Only)

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

Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, including communications towers, at the time of application, grantees must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of Federal interest. Additionally, grantees are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD using the guidelines in EHP Supplement prior to submitting materials for EHP review. Grantees and sub-grantees are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects; compliance with all state and EHP laws and requirements). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six months of the award. Completed EHP review materials for construction and communication tower projects must be submitted no later than 12 months before the end of the period of performance. EHP review materials should be sent to gpdehpinfo@fema.gov.

HSGP Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

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

Personnel (SHSP and UASI)

Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable HSGP planning, training, exercise, and equipment activities. Personnel may include but is not limited to: training and exercise coordinators, program managers for activities directly associated with SHSP and UASI funded activities, intelligence analysts, and statewide interoperability coordinators (SWIC). A personnel cost cap of up to 50 percent (50%) of total SHSP and UASI program funds may be used for personnel and personnel-related activities. Grantees who wish to seek a waiver from the personnel cost cap must provide documentation explaining why the cap should be waived; waiver requests will be considered only under extreme circumstances. In general, the use of SHSP and UASI funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

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

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

Definitions for hiring, overtime, backfill-related overtime, and supplanting remain unchanged from FY 2012 HSGP.

Operational Packages (OPacks) (SHSP and UASI)

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

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

Western Hemispheric Travel Initiative (SHSP)

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

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

Other Secure Identification Initiatives (SHSP)

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

If identified as a priority in the State THIRA, States may continue implementing activities previously funded through the Driver's License Security Grant Program (DLSGP) that focus on securing driver's license and identification card issuance processes. Initiatives related to securing identification should:

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

Operations (OPSG)

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

- *Operational Overtime.* Operational overtime costs associated with law enforcement activities, in support of border law enforcement agencies for increased border security enhancement. Per the *PRICE of Homeland Security Act* (Public Law 110-412), all grantees are allowed to utilize up to 50 percent (50%) of their OPSG funding for personnel related costs, which include overtime activities. At the request of a grant recipient, the FEMA Administrator may waive the 50 percent (50%) personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis. A formal OPSG personnel waiver request should:
 - Be requested on official letterhead, include a written justification, and be signed by the authorized representative of the SAA;
 - Include a budget and method of calculation of personnel costs both in percentage of the grant award and in total dollar amount. To avoid supplanting issues, the request must also include a three-year staffing history for the requesting entity;
 - Include an approved Operations Order from the CBP/BP Sector office which supports the SAA's written justification;
 - Be coordinated with the CBP Sector and OBP; and
 - Be forwarded electronically by the SAA to FEMA GPD Program Analyst.
- *Part Time Personnel.* OPSG funds may be used to pay additional current part time law enforcement personnel salaries in order to bring them to temporary full time status.
- *Travel, Per Diem, and Lodging.* Travel and per diem include costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities. In addition, costs to support up to six month deployment

of law enforcement personnel to critical Southwest Border locations to support operational activities (travel costs must be in accordance with applicable travel regulations).

- *Vehicle and Equipment Rentals*
- *Vehicle/Equipment Maintenance*
- *Fuel Cost and/or Mileage Reimbursement.* There is no cap for reimbursement of operational activities.
- *Activate Reserve State, local, tribal, and territorial law enforcement personnel.* Supporting a request to the Governor to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of State law enforcement to increase or augment specialized/technical law enforcement elements operational activities.
- *Backfill.* Costs associated with backfill for personnel supporting operational activities.
- *Law Enforcement Readiness.* Use of OPSG funds may be used to increase operational, material, and technological readiness of State, local, tribal, and territorial law enforcement agencies.

Unallowable Costs (OPSG)

OPSG unallowable costs include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and Federal law enforcement agencies. Finally, construction and/or renovation costs are prohibited under OPSG. Applicants should refer to IB 358 or contact their FEMA Headquarters Program Analyst at (800) 368-6498 for guidance and clarification.

Examples of Allowable Activities for SHSP and UASI

Planning Activities

Examples of planning activities include:

- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, mitigation, response, and recovery activities
- Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:
 - Implementing the NPG, NPS, and the Whole Community Approach to Security and Emergency Management including efforts to support strengthening of capacity among whole community partners
 - Pre-event recovery planning
 - Implementing the National Infrastructure Protection Plan (NIPP) and associated Sector Specific Plans

- Enhancing and implementing SCIPs and Tactical Interoperable Communications Plans (TICPs) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan* (NECP)
- Costs associated with the adoption, implementation, and sustainment of the NIMS, including implementing the NIMS National Credentialing Framework
- Modifying existing incident management and EOPs to ensure proper alignment with the coordinating structures, processes, and protocols described in the National Frameworks
- Establishing or enhancing mutual aid agreements
- Developing communications and interoperability protocols and solutions consistent with NIMS/ICS that include communications support for faith-based and voluntary organizations
- Developing emergency communications SOPs and plain language protocols
- Integrating emergency communications SOPs across jurisdiction, disciplines, and levels of government
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to NIMS-typed resource definitions issued by the NIC
- Designing State and local geospatial data systems
- Developing and conducting public education and outreach campaigns, including promoting individual, family, and organizational emergency preparedness and support for the campaign to build and sustain national preparedness as required by the NPS; alerts and warnings education; promoting training, exercise, and volunteer opportunities; informing the public about emergency plans, evacuation routes, shelter locations; and evacuation plans as well as CBRNE prevention awareness
- Designing programs to address targeting at-risk populations and engaging them in emergency management planning efforts
- Developing and sustaining Citizen Corps Councils and CERTs
- Activities, materials, services, tools and equipment to achieve planning, protection, mitigation, response and recovery that is inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities)
- Preparing materials for SPRs
- WHTI implementation activities including the issuance of WHTI-compliant tribal identification cards
- Conducting statewide emergency communications and preparedness planning, including the following activities:
 - Conducting/attending planning and governance meetings
 - Engaging and expanding the participation of the whole community in emergency communications planning, response, and risk identification
 - Participating in THIRA development and follow-on capability estimation processes

- Collecting and using data (e.g., NECP Goal Assessments, findings from national-level exercises) to assess user needs, capabilities, and gaps, and to facilitate coordination and asset-sharing
- Assessing emergency communications needs and assets and integrating needs into State plans (e.g., SCIP, SPR, and broadband plans)
- Coordinating with SWIC, SAA, and State-level planners to ensure proposed investments align to statewide plans (e.g., SCIP, State broadband plan) and comply with technical requirements
- Developing related terrorism prevention activities including:
 - Developing THIRAs that reflects a representative makeup and composition of the jurisdiction
 - Developing initiatives that directly support local efforts to understand, recognize, prepare for, prevent, mitigate, and respond to pre-operational activity and other crimes that are precursors or indicators of terrorist activity, in accordance with civil rights/civil liberties protections
 - Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
 - Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
 - Developing and planning for information/intelligence sharing groups
 - Integrating and coordinating the fire service, emergency management, public health care, public safety, and health security data-gathering (threats to human and animal health) within designated fusion centers to achieve early warning, monitoring, and mitigation of threats
 - Hiring and training privacy, security, and/or fusion liaison officers (FLO) coordinators to support fusion center operations
 - Integrating and coordinating private sector participation with fusion center activities
 - Developing and implementing preventive radiological/nuclear detection activities
 - Acquiring systems allowing connectivity to State, local, tribal, territorial, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
 - Planning to enhance security during heightened alerts, terrorist incidents, and/or during mitigation and recovery
 - Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils
 - Volunteer programs and other activities to strengthen citizen participation
 - Conducting public education campaigns including promoting suspicious activity reporting and preparedness; individual, family, and organizational emergency preparedness; promoting the National Preparedness and *Ready* campaigns; and/or creating State, regional, or local emergency preparedness efforts that build upon the *Ready* campaign

- Evaluating Critical Infrastructure Protection (CIP) security equipment and/or personnel requirements to protect and secure sites
- CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
- Underwater Terrorist Protection Plans
- Developing and enhancing risk centric capabilities-based plans and protocols, including but not limited to:
 - Community-based planning to advance “whole community” security and emergency management
 - Incorporating government/non-governmental collaboration, citizen preparedness, and volunteer participation into State and local government homeland security strategies, policies, guidance, plans, and evaluations
 - Developing, enhancing, maintaining a current EOP that conforms to the guidelines outlined in the CPG 101 v.2
 - Planning for the relocation of existing systems operating in the T-Band
 - Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans including such actions to support communications with faith-based and voluntary entities who act as immediate responders in disaster
 - Developing protocols or SOPs for specialized teams to incorporate the use of equipment acquired through this grant program
 - Developing terrorism prevention/protection plans
 - Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
 - Developing plans for mass evacuation and pre-positioning equipment
 - Developing or enhancing plans for responding to mass casualty incidents caused by any hazards
 - Developing or enhancing applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
 - Developing or enhancing border security plans
 - Developing or enhancing cybersecurity and risk mitigation plans
 - Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
 - Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
 - Developing public/private sector partnership emergency response, assessment, and resource sharing plans
 - Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of survivors
 - Developing or updating local or regional communications plans

- Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
- Developing plans and response procedures for adjudicating, validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
- Developing or enhancing evacuation plans
- Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRLS)
- Developing or enhancing plans to prepare for surge capacity of volunteers
- Developing or enhancing the State EMS systems
- Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities, and faith-based organizations in preparedness, mitigation, response, and recovery activities
- Developing school preparedness plans
- Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities
- Developing plans to educate youth on disaster preparedness
- Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for integrating activities, materials, services, tools and equipment to achieve planning inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities). Developing and implementing civil rights, civil liberties, and privacy policies, procedures, and protocols
- Designing and developing State, local, tribal, and territorial geospatial data systems
- Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)
- Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities
- Preparing and submitting SCIPs for SHSP, grantees are required to submit to the Office of Emergency Communications as part of an annual SCIP Implementation

- Preparing and submitting reports to the Office of Emergency Communications (OEC) on progress of implementing that State's SCIP and achieving interoperability at the interstate, State, county, regional, and city levels
- Updating and implementing SCIP and TICP to:
 - Address findings and gaps identified in AARs from real world incidents and planned exercises, NECP Goal assessments, other State-level preparedness reports and assessments
 - Incorporate the NPS and DHS Whole Community initiatives
 - Address plans for implementation of the Federal Communications Commission (FCC) narrowband requirements
 - Describe strategic broadband planning activities and initiatives in preparation for the future deployment of the Nationwide Public Safety Broadband Network (NPSBN)
- Developing or conducting assessments, including but not limited to:
 - Developing pre-event recovery plans
 - Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
 - Participating Regional Resiliency Assessment Program (RRAP) activities
 - Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level (e.g., Communications Assets and Mapping [CASM])
 - Developing border security operations plans in coordination with CBP
 - Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
 - Updating and refining threat matrices
 - Conducting cyber risk and vulnerability assessments
 - Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical shortfalls that cannot be met by existing local, regional, and State resources
 - Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g., law enforcement, fire service, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
 - Activities that directly support the identification of pre-designated temporary housing sites
 - Activities that support the identification and development of alternate care sites
 - Conducting community assessments, surveys, and research of vulnerabilities and resource needs to determine how to meet needs and build effective and tailored strategies for educating individuals conducting assessments of the extent to which compliance with the integration mandate of disability laws is being achieved
 - Conducting or updating interoperable emergency communications capabilities and broadband needs assessments at the local, regional, or Statewide level

- Soft target security planning (e.g., public gatherings)
- Developing, hosting, or participating in bombing prevention/counter-improvised explosives device (IED)-specific planning initiatives to include:
 - Incorporating appropriate IED-specific intelligence and threat analysis when developing and maintaining a THIRA;
 - Conducting inventories and assessments of capabilities or typed resource using the counter-IED-specific DHS National Capabilities Analysis Database (NCAD) program for use in applicable THIRAs, preparedness reporting, or strategies;
 - Conducting DHS Multi-Jurisdiction IED Security Planning (MJIEDSP) workshops to develop THIRA-based plans and strategies that maximize the use of limited resources;
 - Developing IED hazard-specific EOP annexes.
- Identifying resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained
- Ensuring subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments
- Developing and implementing a community preparedness strategy for the State/local jurisdiction
- Building and expanding governance structures to:
 - Include representatives from multiple agencies, jurisdictions, disciplines, levels of government, Tribes, rural areas, subject matter experts, and private industry
 - Integrate statewide leadership and governance structures into broader statewide planning efforts (e.g., statewide broadband planning activities, grants coordination activities, needs assessments) to ensure emergency communications needs are represented
 - Conduct outreach and education on emergency communications needs and initiatives to stakeholder groups
- Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness and/or response
 - Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response, including but not limited to: Citizen Corps Councils, Programs and Organizations, CERTs, Fire Corps, Medical Reserve Corps (MRC), Neighborhood Watch/USAonWatch, Volunteers in Police Service (VIPS), and jurisdiction specific volunteer efforts
- Establishing and sustaining Citizen Corps Councils
- Working with youth-serving organizations and houses of worship to develop and sustain youth and faith-based preparedness programs

Organization Activities

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

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

- Asset mapping, such as participation in FEMA's Total Asset Visibility and LogViz initiatives
 - A seat(s) in the emergency operation center, or virtual EOC
- Operational Support:
 - Tools for identifying and tracking available paid and unpaid disaster response resources
 - Dedicated space and equipment for private sector representation within a State, county, or city emergency operation center
 - A dedicated business emergency operations center that works with the State, county or city EOC (not construction)
 - Tools for real time information sharing between the public and private sector
 - Licensing, screening, or other requirements for access to real EOC or virtual EOC
- Federal Emergency Response Official (F/ERO) Credentialing and Validation:
 - Working group meetings and conferences relating to emergency responder credentialing and validation
 - Compiling data to enter into an emergency responder repository
 - Coordinating with other State, local, territorial, and tribal partners to ensure interoperability among existing and planned credentialing and validation systems and equipment
 - Planning to incorporate emergency responder identity and credential validation into training and exercises.
 - This supports our efforts to address grant money for the F/ERO program and further solidifies those efforts in addition to our independent efforts that Darcy has already worked.
- Continuity of Operations / Continuity of Government Planning (COOP/COG) Grant Funding Opportunity

COOP/COG planning is the fundamental responsibility of every government agency that performs an essential function at the State and local level. In order to conduct necessary emergency operations, recovery actions, and other key essential functions during a large-scale or catastrophic event, the agency must have effective Continuity plans in place to support continued operations. Continuity efforts also provide the foundational basis for COG programs, such as succession planning, which are designed to ensure the survival of not only leadership at the State and local level, but also an enduring constitutional government. State and local plans to address COOP/COG issues should be consistent with the Nations Continuity Policy described in Homeland Security Presidential Directive 20 (HSPD-20); the National Continuity Policy Implementation Plan (NCP/IP); and Continuity Guidance Circular's 1 (CGC 1) and 2 (CGC 2), which provides guidance for State, local, territorial, and tribal governments, and private sector organizations in developing robust Continuity plans and programs in support of a comprehensive and integrated national continuity capability. Continuity issues to address include, but are not limited to:

- Determine essential functions and activities, interdependencies, and resources needed to perform them
- Establish orders of succession and delegations of authority to key agency positions and establish and maintain current roster(s) of fully equipped and trained COOP personnel with the authority to perform essential functions
- Provide for the identification and preparation of alternate operating facilities for relocated operations
- Provide for the regular training, testing, and exercising of COOP personnel, systems, and facilities
- Provide for reconstitution of agency capabilities, and transition from continuity operations to normal operations

Training Information

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

FEMA resources include a number of different training sources:

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

- Additionally the new National Preparedness Directorate (NPD) Online Course Catalog (OCC) allows access to courses delivered by the CDP, EMI, and NTED. It can be accessed at <http://training.fema.gov/occ/>.
- *Joint Training and Exercises with the Public and Private Sectors*. These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

Each FEMA training partner should contact the SAA or designated TPOC for locations within the State that are appropriate for the training. When the direct delivery funds are exhausted, the training partner can continue to offer the classes to the States through the Excess Delivery Acquisition Program (EDAP).

EDAP allows an NTED training partner to charge for a course delivery when the Federal grant that developed the program is completed or more deliveries of a requested class are needed than the grant funds can accommodate. The cost per class is approved by FEMA so that States pay for the cost of instruction only, not the curriculum development costs that were paid by FEMA training grant funds. HSGP funds can be used to pay for the delivery of these classes within a State at the request of the SAA/TPOC.

Attending Training Not Provided by FEMA (State and Federal Sponsored Courses). States, territories, and Urban Areas are not required to request approval from FEMA for personnel to attend training not provided by FEMA (State or Federal sponsored courses) provided that the training is coordinated with and approved by the SAA or TPOC and falls within the FEMA mission scope and the jurisdiction's EOP and strategy of preparing State, local, tribal, and territorial personnel or citizens to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

FEMA will conduct periodic reviews of all State, territory, and Urban Area training funded by FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, grantees will be asked to repay grant funds expended in support of those efforts.

State and Federal-Sponsored Course Catalog. Courses approved through NTED will be added to the approved State and Federal Sponsored Course Catalog. Courses identified within this catalog may be attended on an unlimited basis within any State/territory as long as the training is coordinated and approved by the SAA/TPOC. A full description of the NTED Course Development, Review, and Approval Process, as well as the approved course catalog, can be found at http://www.firstrespondertraining.gov/odp_webforms. NTED will respond to the initial request for review within 15 days with one of the following outcomes:

- Course concept is approved as consistent with the State plan and the State should submit the full course package for subject matter expert review and comment or
- Course concept is disapproved as inconsistent with State plan, FEMA guidance, or is exactly the same as another course in the catalog (no need for another approval, refer to the curriculum already developed and approved).

At any time, the SAA/TPOC (for State sponsored courses) or the Federal agency POC (for Federal sponsored courses) may request the addition of a course to the corresponding approved catalog by submitting the associated Web-Form (i.e., Request for Addition to the Approved State-Sponsored Catalog) for review. If a class on the same subject is already in the catalog, the submitting State should provide documentation as to why the course is unique, after contacting the owner(s) of the other courses to review the curriculum. This step is required to avoid unnecessary duplication of similar courses in the catalog, allow States to share course development costs, permit all States to have access to new or unique courses developed by other providers, and allow States to direct their training dollars to delivery rather than development. If it is determined that the proposed course meets the above listed criteria, the providing entity (SAA/TPOC or Federal Agency POC) will be invited to submit the Course Review and Approval Request Form along with all supporting training materials.

States, territories, and Urban Areas are no longer required to submit non-FEMA approved courses to NTED for review under the current course review and approval process. In previous years, FEMA funding guidance and / or funding opportunity announcements identified that the SAA/TPOC was allowed three deliveries of the same course within a State/territory before a non-FEMA approved training course was required to go through the NTED State course review and approval process. Although the current State course review and approval process is still available to any State, there is no longer a requirement to submit a course for review after three deliveries.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the NTED Responder Training Development Center (RTDC) available at <http://www.firstrespondertraining.gov/rtdc/state/>.

FEMA funds must be used to supplement, not supplant, existing funds that have been appropriated for the same purpose.

States and territories are required to conduct a Training and Exercise Plan Workshop to identify and set training and exercise program priorities and develop a multi-year schedule of exercise events and supporting training activities to meet priorities. A Multi-year Training and Exercise Plan will developed following the Training and Exercise Plan Workshop to include training and exercise priorities identified by elected and appointed officials and whole community stakeholders. Further guidance concerning the Multi-year Training and Exercise Plan can be found in the Exercises section.

Joint Training and Exercises with the Public and Private Sectors. Trainings and exercises designed to enhance private sector and public sector coordination are allowable. Overtime pay for first responders and emergency managers who participate in public-private training and exercises is allowable. In addition, States, territories, Tribes, and local units of government are encouraged to incorporate the private sector in government-sponsored training and exercises.

Training and exercises for the public or civilian volunteer programs supporting first responders, including CERT, before, during and after disasters should address the needs of the Whole Community. Allowable training includes: all-hazards safety such as emergency preparedness, basic first aid, lifesaving skills, crime prevention and terrorism awareness, school preparedness, youth preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, volunteer management, serving and integrating people with disabilities, pet care preparedness, training necessary to participate in volunteer activities, fulfill surge capacity roles, integration and coordination of faith community roles, communication in disaster or promotes individual, family, or whole community safety and preparedness. Exercises that include members of the public or that are conducted for the public should be coordinated with local CERT and Citizen Corps Councils as well as organizations outside of emergency management and focus on the importance of personal preparedness and protective actions.

Allowable Training Costs

Allowable training-related costs include, but are not limited to, the following:

- *Developing, Delivering, and Evaluating Training.* Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any shortfalls in these skills. Any training shortfalls, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle. Expenditures to provide necessary non-structural accommodations for persons with disabilities and other access and functional needs is allowable (e.g., sign language interpreters, Communication Access Real-time Translation [CART] and other modifications of policies and practices to fully include participants with disabilities). Stakeholders are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-traditional methodologies such as the internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.
- Training that promotes individual, family, or community safety and preparedness is encouraged, including: all-hazards safety training such as emergency preparedness, basic first aid, lifesaving skills, crime prevention and terrorism awareness, school preparedness, public health issues, mitigation/property

damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, volunteer management and volunteer activities, serving and integrating people with disabilities, pet care preparedness, CPR/AED training, identity theft workshops, terrorism awareness seminars, and disability-inclusive community preparedness conferences. The delivery of the CERT Basic Training Course and supplemental training for CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager Course are strongly encouraged.

- Conducting, hosting, or participating in training related to IED prevention, protection, mitigation, or response to include:
 - Awareness and education for the public, private sector and first responders;
 - Suspicious activity identification and reporting;
 - Management of bomb threats;
 - Physical protective measures;
 - Diversion control measures for dual-use explosive precursor chemicals;
 - Training for specialized IED prevention and protection teams or OPacks such as Public Safety Bomb Squads, Explosives Detection Canine Teams, and Mobile Explosive Device Screening Teams in accordance with applicable guidelines, certification, or accreditation requirements.
- *Overtime and Backfill.* The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government and from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- *Travel.* Costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- *Hiring of Full or Part-Time Staff or Contractors/Consultants.* Payment of salaries and fringe benefits to full or part-time staff or contractors/consultants must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses. In no case is dual compensation allowable.
- *Certification/Recertification of Instructors.* States are encouraged to follow the NTE Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in IB 193, issued October 20, 2005. Additional information can be obtained at http://www.fema.gov/good_guidance/download/10146.

Exercise Requirements

Training and Exercise Plan Workshop. States and Urban Areas are required to conduct an annual Training and Exercise Plan Workshop (TEPW). A Multi-year Training and Exercise Plan must be developed from the workshops on an annual basis and submitted to the State's respective Exercise Program Point of Contact. The State Exercise Program Point of Contact should submit a copy of the State and Urban Area plans to hseep@dhs.gov.

The Training and Exercise Plan will include the State's program priorities and a Multi-Year Training and Exercise Plan (schedule) that supports the identified priorities and aligned capabilities. In addition to submission of the Multi-Year Training and Exercise Plan to hseep@dhs.gov, all scheduled training and exercises should be entered in the HSEEP National Exercise Scheduling (NEXS) System, located in the HSEEP Toolkit on the HSEEP website <https://hseep.dhs.gov>. A TEPW user guides and a template of the Multi-Year Training and Exercise Plan can be found on the HSEEP website <https://hseep.dhs.gov>.

States must complete a cycle of progressive exercise activities during the period of this grant. Exercises conducted by States and Urban Areas may be used to fulfill similar exercise requirements required by other grant programs. For example, HHS preparedness programs require joint exercises between public health departments, the health care sector and medical countermeasure authorities including law enforcement which could provide collaborative opportunities. To this end, grantees are encouraged to invite representatives/planners involved with other federally-mandated or private exercise activities. States and Urban Areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- *Exercise Scenarios.* The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's THIRA. The scenarios used in HSGP-funded exercises must focus on testing capabilities, must be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with priorities and capabilities identified in the Multi-year Training and Exercise Plan.
- *Special Event Planning.* If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the purpose of the Multi-Year Training and Exercise Plan. The State or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.

- *Exercise Evaluation and Improvement.* Exercises should evaluate performance of capabilities against the level of capabilities required. Guidance related to exercise evaluation and improvement planning is defined in the HSEEP located at <https://hseep.dhs.gov>.
- *Self-Sustaining Exercise Programs.* States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment.
- *Role of Non-Governmental Entities in Exercises.* Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, disability, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies. The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

Allowable Exercise Costs

Allowable exercise-related costs include:

- *Funds Used to Design, Develop, Conduct, and Evaluate an Exercise.* Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use government or free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any shortfalls in these skills. Any exercise or exercise shortfalls, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses.
- The applicant's formal written procurement policy or 44 CFR 13.36– whichever is more stringent – must be followed.

- *Overtime and Backfill.* The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- *Travel.* Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP (e.g., Training and Exercise Plan).
- *Supplies.* Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., gloves, non-sterile masks, and disposable protective equipment).
- *Disability Accommodations.* Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities).
- *Other Items.* These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

Unauthorized Exercise Costs

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).

INSTRUCTIONS TO COMPLETE THE HOMELAND SECURITY GRANT REIMBURSEMENT FORM**Purpose of this form:**

To assist sub-recipients in completing the Homeland Security Grant Reimbursement form. We appreciate your participation in this program, for questions or suggestions please use our e-mail below to contact us. Please do not send these instructions to us, they are to be used for your guidance only.

SECTION A: GENERAL INSTRUCTIONS FOR SUBMISSION OF CLAIMS

In numeral 1 of this section, please enter the year of the grant program that you are submitting for reimbursement. In addition, please help us expedite the process of your Homeland Security claims by:

- Completing the reimbursement forms correctly and according to these instructions.
- Submitting your claims using our e-mail --> **Grants@auditor.lacounty.gov** (please do **not** fax documents).
- Sending your claims only once (we do not require original documents and duplicates will slow down our process).
- Using the checkboxes to ensure all the required supporting documents and files accompany your claim form. Supporting documents are flagged for your convenience with a checkbox within the corresponding areas.
- Ensuring that all documents attached to your claims are legible .
- Submitting claims timely. We do **not** guarantee the process of claims that are submitted late or too close to the final due date. Reimbursable expenditures need to be charged within the performance period of the grant and submitted to us as soon as they are incurred.

SECTION B: SUB-RECIPIENT'S INFORMATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please enter the name of the agency requesting the reimbursement. The name of the agency should be typed according to its signed agreement and as you need it to appear in the payee line of the reimbursement check.
2. Please enter the complete address (street number and name, city, zip code) and attention line where you will need to receive the reimbursement check. Please note that this is not necessary for L.A. County departments.
3. Please enter the tax ID of the governmental entity requesting reimbursement. Please leave blank for L.A. County departments.
4. Please enter the information of the person that can assist us with detail claim questions.

SECTION C: DETAIL CLAIM INFORMATION:

In order to expedite your claim, in this area's grid, include a **maximum of five (5) invoices or reimbursements charges (one charge or one invoice per line)**. The invoices or charges need to share the same solution area, project alpha and item #. In addition, invoices from one fiscal year should be claimed separate from invoices of another fiscal year. For example: an invoice dated June 2012 (FY 11/12) should not be combined with an invoice dated October 2012 (FY 12/13) in the same claim request.

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Enter the solution area corresponding to the claim. This information is found in the latest budget of the grant. Examples of solution areas are: equipment, training, planning or exercise.
2. Enter the item # corresponding to the claim. This information is found in the latest budget of the grant. An example of Item # is 17.020.
3. Enter the project alpha corresponding to the claim. This information is found in the latest budget of the grant. An example of project alpha is D.
4. Check with an X under either yes or no according to the claim's Environmental & Historical Preservation (EHP) requirements from the State. EHP approval needs to be obtained from the State **prior** to the purchase of certain equipment items (see AEL description) or training/exercise projects. Please attach the following:
 - a) ☐ **State EHP Approval:** if required by the state for your claim.

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE HOMELAND SECURITY GRANT REIMBURSEMENT FORM

SECTION C: (Continued)

5. If the expenditures that you are claiming were purchased thru a vendor or contractor, please enter the invoice # in the grid area. Please note that you are responsible for following acceptable purchasing policies and for documenting your procurement process. Additionally please include the following documentation with your claim:
- a) ☐ **Copy of the invoice:** Please attach an invoice that provides sufficient information to be used as a cross reference with the items described in your grant line item and AEL #. When the invoice includes items that are not being claimed or that belong to different claims or grants, please circle and designate on the invoice the items that you are requesting for reimbursement. Each item circled must have a project #, a funding source, and a total. Purchase orders and price quotes will not be accepted in the place of the invoice.
 - b) ☐ **Copy of the purchase order**
 - c) ☐ **Print out of the corresponding AEL # (Authorized Equipment List number).** The AEL listing can be found at: https://www.rkb.us/fema_grants.cfm
 - d) ☐ **Proof of payment of the invoice:** The proof of payment for L.A. County Departments is the printout from e-CAPS showing that the check cleared the bank. The proof of payment for **other than** L.A. County Department is the corresponding copy of the bank's cleared check .
 - e) ☐ **Calculations for use tax paid:** When use tax is paid, clearly show the calculations of the use tax in the invoice included in your claim.
 - f) ☐ **Proof of payment of the use tax:** Please provide official documents which authenticate the remittance of the use tax to the state, the amount and the reference to the invoice being claimed.
 - g) ☐ **Federal Debarment Listing:** Please provide a screen print out of the queried Federal Debarment Listing at <https://www.sam.gov/portal/public/SAM/> (you will need a username and a password; if you don't please create an account) . The listing needs to be queried **prior** to the purchase of the items being claimed. This will certify that the vendor is allowed by the state.
6. If you are claiming services, supplies or any other type of items purchased thru a vendor or contractor, please select with an X the method that you used to acquire the items (do **not** leave blank). Please note that competitive bid and sole source are the only two valid purchasing methods.
- a) ☐ **Sole Source State Approval:** for non-bid purchases of \$100,000 or more to a single vendor or a single project, please attach the sole source approval from the State. The approval needs to be requested from the State **prior** to the purchase of the items.
7. Enter the amount of your claim after you verify that your budget is sufficient to cover your request. When the amount of the budget is not sufficient, please let CDAT know of the possible need for budget modification.
8. Enter the "Total Amount" by adding the subtotal claims included in each line.

SECTION D: SUB-RECIPIENT'S CERTIFICATION

The following numerals provide the instructions to fill in the corresponding numeral in the form:

1. Please read and check the box provided if you are an authorized signor.
2. Please read and check the box provided if you are an authorized signor.
3. Please sign the claim if you are an authorized signor of your agency.
- 4 & 5. When the authorized person is the same as the contact person in Section B you do not need to enter the authorized contact information. If the authorized person and the contact person in Section B are different, please enter all the fields in this area as requested.

INSTRUCTIONS TO COMPLETE THE HOMELAND SECURITY GRANT REIMBURSEMENT FORM**ADDITIONAL ITEMS THAT YOU NEED TO ATTACH TO YOUR CLAIMS (ACCORDING TO SOLUTION AREA):****For Equipment Claims:**

- a) ☐ **Equipment Inventory Listing (Print out & Excel File):** Please include both the printout of the listing and the corresponding excel file with your claim. The excel file is used to submit your claim with the state and the printout as backup document for audits. If there is no serial # for your equipment please assign a valid ID tag, or write "Consumable" (if it applies) do not write N/A or leave the corresponding space blank.

^{*1} Please ensure that the following information is in your listing: project #, alpha, equipment description, AEL #, AEL title, invoice #, vendor, total cost, invoice date, acquired date, serial #, condition and disposition, deployed location and grant year. Please provide the complete address of the deployed location.

Additionally, please enter the appropriate CBRNE Mission (Chemical, Biological, Radiological, Nuclear, or Explosive) in the column titled "Equipment Description & Quantity". This only applies to vehicles with AEL # 12VE-00-MISS (Vehicle Specialized Mission: CBRNE).

You need to inform us of any changes on the items above ^{*1}. This applies to each piece of equipment added in the Inventory Listing, including when the items are disposed and/or no longer useful. We will update the master inventory listing (per grant requirement) according to the information you give us. Please make sure that you include all the attachments that are necessary to provide us with the requested information.

- b) ☐ **Grant-Funded Typed Resource Report (Excel File):** Please complete and include with your claim the excel file titled "grant-fundedtypedresourcetool_051612" starting with the 2011 SHSHP and subsequent grants.

For Training Claims:

- a) ☐ **State-Sponsored Training Reporting Form (with the tracking request #):** Please add this form along with the Training Request Form Training Officer (POC), which you completed at the website, to the claim's backup documentation. All the backup documentation submitted for the training claim needs to agree with the training period and the detail description on the Training Reporting Form and the line item of the Grant.
- b) ☐ **Receipts and paid invoices:** please include the complete copy of the receipts and paid invoices with your claim for itemized costs such as air plane tickets, hotel stays, instructor's fees, workshop cost, facilities fees, consulting services, etc. Additionally, you will need to include the documents requested in numeral 5 under Section C.
- c) ☐ **Grant-Funded Typed Resource Report (Excel File):** Please complete and include with your claim the excel file titled "grant-fundedtypedresourcetool_051612" starting with the 2011 SHSHP and subsequent grants.

If you are including **personnel cost** with your training claim, please add the following:

- d) ☐ **Documents that certify completion of the training:** please attach supporting documents that show the class name, dates of training, # of hours of the training class, printed name and signature of individual taking the class and approval signature from supervisor or trainer (attach the information for backfilled positions also). Examples of documents that certify completion of training are:
- Attendance sheets (signed by employee and instructor)
 - Sign in sheets (same as above)
 - Signed training certificates

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION
INSTRUCTIONS TO COMPLETE THE HOMELAND SECURITY GRANT REIMBURSEMENT FORM

For Training Claims (Continued):

- e) ☐ **Summary Listing of Charges:** Please use the **Training Summary Sheet** form provided in this claim packet that **clearly** shows the breakdown of the training charges per employee and that match the total claimed. This form includes the following: employee name, assignment, job title, date, salary, hours claimed, regular rate, overtime rate, employee benefits rate, claim amount per employee, clear calculations of amount claimed per employee and total (equal to the amount claimed).
- Please ensure that the Training Summary Sheet is verified/approved by an authorized signatory, with printed name and title, and dated.**
- f) ☐ **Backup for the Benefits Rate:** If you are adding benefits to your claim, please make sure that you include the official calculation for the rate used.
- g) ☐ **Timecards:** Include a printout of the corresponding timecards. Manual timecards need to indicate the # of hours charged per day to the grant, supervisor's signature, employee name and signature. Automatic system generated timecards need to be final approved and include the name of the employee and hours charged per day to the grant.
- h) ☐ **Explanation of timekeeping codes:** When the supporting documentation (timesheet, payroll register, etc.) includes timekeeping codes please provide a printout with the explanation of the usage as detailed as possible.
- i) ☐ **Payroll register:** The payroll register needs to clearly support and explain the amount claimed per employee. It also needs to show the salary, hourly rate, employee benefits and overtime rate.
- j) ☐ **Roster of backfilled positions:** When you are claiming overtime for a backfilled position, please attach the backfilled roster to your claim. The roster needs to include the name of the backfilling employees, a short description of duties performed, the corresponding employee whose duties were covered and the dates accordingly. Please make sure that the roster is signed and that you include documentation corresponding to the employee covered by the backfilling position.

For Planning Claims:

- a) ☐ **Deliverable (or final product):** Please include with your claim the final product of the planning activity (deliverable) that was identified in the grant award.
- b) ☐ **Signed Certificate of Completion:** The certificate of completion can be an e-mail confirming that the planning activity was completed.
- c) ☐ **Invoices:** If your planning claim includes charges invoiced by vendors, please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).
- d) ☐ **Supporting Documentation for Personnel Cost:** When your planning claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Exercise Claims:

- a) ☐ **Proof of State Approval of After Action Report (AAR):** In order for your AAR to be approved you have to submit it to the State using the ODP Portal (see link below), within 60 days following the completion of the exercise. You need to notify the State when the AAR is uploaded so they can proceed with the approval process.
- https://hseep.dhs.gov/DHS_SSO/
- b) ☐ **Invoices:** If your exercise claim includes charges invoiced by vendors please see requirements and documents you need to attach to your claim form under Section C (numeral 5 and numeral 6).

COUNTY OF LOS ANGELES

DEPARTMENT OF AUDITOR-CONTROLLER / SHARED SERVICES DIVISION

INSTRUCTIONS TO COMPLETE THE HOMELAND SECURITY GRANT REIMBURSEMENT FORM

For Exercise Claims (Continued):

- c) ☐ **Supporting Documentation for Personnel Cost:** When your exercise claim includes personnel cost, please see d) to i) under Training Claim (supporting documents needed) and add to the documentation.

For Organization Claims: Please see above b) and c) under Exercise Claims

STATE HOMELAND SECURITY GRANT

EQUIPMENT INVENTORY

[illegible]

Grant-Funded Typed Resource Report

Tool Instructions:

1. Each row should contain one piece of equipment purchased or one training class held.
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability.
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch.

Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments

Training Summary Sheet

2013 HSGP

Jurisdiction Name: _____

Training Provider: _____

OHS Approved Course Title: _____

Non-SLGCP Course Title & OHS Tracking No. _____

(requires pre-approval thru OEM)

Date of Course: _____

Class/ Exercise Duration/Hours: _____

	<u>EMP NO.</u>	<u>EMPLOYEE NAME</u>	<u>ASSIGNMENT</u>	<u>TITLE</u>	<u>TRAINING REQUEST #</u> (for Training only)	<u>TRAINING START DATE</u>	<u>TRAINING END DATE</u>	<u>SALARY</u>	<u>OT HOURS</u>	<u>REG RATE</u>	<u>OT RATE</u>	<u>OT PAY</u>	<u>Employee Benefits Rate</u>	<u>CLAIM TOTAL</u>
1											\$ -	\$ -		\$ -
2														
3														
4														
5														
6														
7														
8														
9														
10														
GRAND TOTAL														\$ -

Approved by _____
Authorized Signature

Print Name and Title

Date

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

PLANNING ROSTER

Project	Planning Activity	Solution Area Sub-Category	Discipline	Funding Source	Total Cost	Total Claimed	Cash Request Number	Final Product				
					-	-						
	GRAND TOTAL						\$					

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

EXERCISE ROSTER

[illegible]



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

October 06, 2014

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

Dear Mayor and Members of the City Council:

APPROVE FIRST AMENDMENT TO THE AGREEMENT FOR FOOD SERVICE IN THE JAIL BETWEEN THE COUNTY OF LOS ANGELES AND CITY OF HUNTINGTON PARK

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the first amendment to the Food Services Agreement with the County of Los Angeles.

BACKGROUND

The City currently contracts with the County of Los Angeles to provide pre-packaged meals for inmates held in the Police Department Jail. Meals provided by the County of Los Angeles are prepared by the Sheriff's Department Food Services Unit and meet the County of Los Angeles Health Department menu and nutritional guidelines.

FISCAL IMPACT/FINANCING

This item is funded from the City General Fund adopted budget, (Contract Services). Additional funds are necessary and there will be a change required to the adopted budget for this item. The cost per meal will increase from **\$2.14 per meal** to **\$2.35 per meal**. Based on an assessment that included how many meals per year the Police Department purchased last fiscal year, the cost will increase by approximately **\$1,197** for the FY 14-15 fiscal year.

LEGAL AND PROGRAM REQUIREMENTS

The City and County of Los Angeles entered into the current five-year Food Services Agreement on August 5, 2013. The Amendment increases only the price of inmate meals as specified above. All other provisions, terms and conditions of the Agreement remain unchanged. The final form of the Amendment must be approved by the City and County of Los Angeles to become effective.

**APPROVE FIRST AMENDMENT TO THE AGREEMENT WITH THE COUNTY OF
LOS ANGELES FOR FOOD SERVICE IN THE JAIL**

November 3, 2014

Page 2 of 2

CONTRACTING PROCESS

The County of Los Angeles seeks approval of the Amendment by the City in order to change the current price per meal according to the Food Services Agreement.

CONCLUSION

Please return one approved copy of the amendment to the agreement to the Office of the Chief of Police.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Julio Morales".

Julio Morales
Interim City Manager

A handwritten signature in blue ink, appearing to read "Jorge Cisneros".

JORGE CISNEROS
Chief of Police

ATTACHMENTS

Attachment A – Sheriff's Department letter dated August 12, 2014

Attachment B – Food Services Agreement

Attachment C – Amendment Number One to Food Services Agreement



John L. Scott, Sheriff

County of Los Angeles
Sheriff's Department Headquarters

*4700 Ramona Boulevard
Monterey Park, California 91754-2169*



August 12, 2014

Cosmo Bonzer, Lieutenant
Huntington Park Police Department
6542 Miles Avenue
Huntington Park, California 90255

Dear Lieutenant Bonzer:

Per section IV, subsection 4.3, of the Food Services Agreement between the County of Los Angeles and the City of Huntington Park to provide pre-packaged prepared meals for use in the city jail facility, the Los Angeles County Auditor-Controller's Office has completed the annual rates for the fiscal year 2014-2015.

Amendment Number One to our existing Food Services Agreement is attached and is the mechanism required to update the rate for the fiscal year 2014-2015. The rate may or may not change annually; however, if it changes again during the term of the Agreement, another amendment will be penned to update the rate. The rate is listed on the attached "Food Services – City Contract Rates" and labeled Attachment B.

If you have any questions regarding this program or the rates, you may contact Sergeant Bryan Aguilera of Contract Law Enforcement Bureau at (323) 526-5521.

Sincerely,

JOHN L. SCOTT, SHERIFF

Richard T. Mouwen, Captain
Contract Law Enforcement Bureau

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

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FOOD SERVICES AGREEMENT

This Food Services "Agreement", dated August 5, 2013, is made and entered into by and between by the County of Los Angeles ("COUNTY") and the City of Huntington Park, ("CITY") for the purpose of providing food services to CITY jail facility.

RECITALS

A. WHEREAS, CITY is desirous of contracting with COUNTY, through its Los Angeles County Sheriff's Department ("LASD") for food services to be provided to prisoners of the CITY jail facility; and

B. WHEREAS, COUNTY and LASD are agreeable to rendering such services on the terms and conditions hereinafter set forth; and

C. WHEREAS, such Agreements is authorized and provided for by Sections 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

1.1 COUNTY, through LASD, agrees to provide CITY with pre-packaged prepared meals for use in the CITY jail facility.

1.2 Meals provided by COUNTY will meet the nutritional and caloric requirements established by the Food and Nutrition Board of the National Research Council, Institute of Medicine of the National Academies, the California Daily Food Guide, and the Dietary Guidelines for Americans, in accordance with the Title 15 of the California Code of Regulations, at the time of meal delivery to the CITY jail facility.

- 1.3 Food preparation and the quality of the provided meals shall comply with the standards set forth in the California Health and Safety Code, Division 104, Part 7, Chapter 4, Articles 1-8, at the time of delivery to the CITY jail facility.
- 1.4 LASD shall deliver the prepared meals to CITY as set forth in Attachment A, Food Services Order, of this Agreement. For any changes in the number of meals requested and/or the delivery days and times set forth on Attachment A, Food Services Order, of this Agreement CITY shall submit a request to COUNTY in writing not less than twenty-one (21) calendar days prior to the date of the requested change in the food service. The written requests shall set forth the effective date of the requested change and the specific change to number of meals and/or delivery date and/or delivery time. The written request shall also be signed by a representative of CITY, who is duly authorized to request such changes. The written requests shall be submitted to COUNTY as follows:

Los Angeles County Sheriff's Department
Attn: Food Services Unit
450 Bauchet Street, Room E815
Los Angeles, California 90012

Upon approval by COUNTY of the requested change, Attachment A, Food Services Order, of this Agreement will be amended pursuant to Section 8.0, Amendments, of this Agreement to reflect such change.

- 1.5 LASD shall be responsible for the transportation of the prepared meals to the CITY jail facility. LASD shall deliver the meals as set forth in Attachment A, Food Services Order, of this Agreement to a pre-designated, mutually agreed upon food storage location. Thereafter, it is the responsibility of CITY to serve the meals and provide any necessary clean-up.
- 1.6 LASD shall provide CITY with a monthly menu not less than one (1) week prior to

the beginning of the following month. Menus are subject to change due to the availability from the vendors; therefore, LASD reserves the right to make such changes as necessary.

2.0 ADMINISTRATION OF COUNTY PERSONNEL

2.1 The rendition of the services performed by COUNTY, through LASD, the standards of performance, the discipline of officers and civilian employees, and other matters incident to the performance of such services and the control of personnel so employed shall remain with COUNTY and the Sheriff of Los Angeles County. COUNTY shall pay all wages, salaries, worker's compensation, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them.

2.2 With regard to Section 2.1, COUNTY, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

3.0 INDEMNIFICATION AND INSURANCE

3.1 CITY shall indemnify, defend, and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with the CITY's acts and/or omissions arising from and/or relating to this Agreement.

3.2 COUNTY shall indemnify, defend, and hold harmless the CITY, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected

with the COUNTY's acts and/or omissions arising from and/or relating to this Agreement.

- 3.3 COUNTY shall provide to CITY a certificate of self- insurance certifying that it is self-insured for general liability, automobile liability, and workers' compensation liability.

4.0 BILLING RATES

- 4.1 For and in consideration of the rendition of the food services to be performed by COUNTY under this Agreement, CITY shall pay COUNTY for said services according to the rates set forth in the Food Services - City Contract Rates, attached hereto as Attachment B of this Agreement.
- 4.2 Fees charged for the meals shall be based on the recovery of ingredient costs, mileage costs, labor costs, and other relevant costs prevailing at the time of the execution of this Agreement.
- 4.3 In the event that the costs for providing the services, as determined by the County's Auditor-Controller, change or the performance requirements under this Agreement change during the term of this Agreement, then COUNTY shall have the right to adjust the rates and costs set forth in Attachment B, Food Services - City Contract Rates, of this Agreement. COUNTY shall notify CITY of any rate or cost modifications, and an Amendment to this Agreement shall be executed pursuant to Section 8.0, Amendments, of this Agreement.

5.0 PAYMENT PROCEDURES

- 5.1 COUNTY, through LASD, shall render to said CITY within ten (10) calendar days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said CITY shall pay COUNTY

therefore within forty-five (45) calendar days after date of said invoice.

5.2 If such payment is not delivered to the COUNTY office which is described on said invoice within forty-five (45) days after the date of the invoice, COUNTY is entitled to recover interest thereon.

5.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.

6.0 TERM OF AGREEMENT

6.1 The term of this Agreement shall commence July 1, 2013 or upon execution by the Sheriff, whichever is later, and shall terminate June 30, 2018, unless sooner terminated or extended in whole or in part as provided for herein.

7.0 RIGHT OF TERMINATION

7.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.

7.2 In the event of the termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

7.3 Notwithstanding the foregoing, COUNTY may cancel the provision of service at any time, in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law. In the event of such a circumstance, COUNTY will provide at least a ten (10) calendar day notice of its inability unless circumstances preclude them, as a practical matter, from giving at least a ten (10)

calendar day notice, in which event the COUNTY shall provide such notice of less than ten (10) calendar days as is feasible and practical under the circumstances.

8.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of COUNTY and CITY.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

CITY represents and warrants that the person executing this Agreement for CITY is an authorized agent who has actual authority to bind the CITY to each and every term, condition herein.

11.0 INDEPENDENT CONTRACTOR STATUS

This Agreement is between COUNTY and CITY and is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between COUNTY and CITY. The employees and agents of one party shall not be construed to be employees and agents of the other party.

12.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County

of Los Angeles.

13.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to COUNTY shall be addressed as follows:

Los Angeles County Sheriff's Department
Food Services Unit
Attn: Unit Commander
450 Bauchet Street, Room E815
Los Angeles, California 90012
Tel No. 213-893-5099
Fax. No. 213-680-1335

Notices to CITY shall be addressed as follows:

City of Huntington Park
Attn: Jail Administrator
6550 Miles Avenue
Huntington Park, CA 90255
Tel. No. 323-582-6161
Fax No. 323-588-4577

14.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

15.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute

a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

16.0 ENTIRE AGREEMENT

This Agreement, and any Attachments hereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating the subject matter hereof. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

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FOOD SERVICES AGREEMENT

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and CITY has caused this Agreement to be executed on its behalf by its duly authorized representative, on the dates written below.

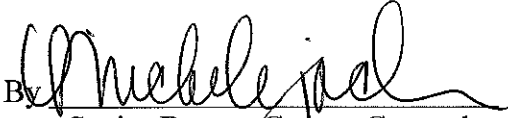
Los Angeles County Sheriff's Department

By 
Leroy D. Baca, Sheriff

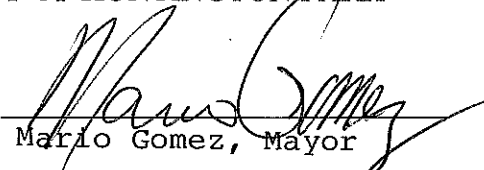
Date 8-6-13

APPROVED AS TO FORM:

John F. Krattli
County Counsel

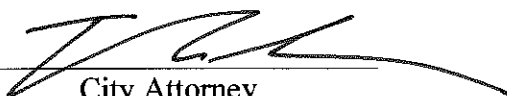
By 
Senior Deputy County Counsel

CITY OF HUNTINGTON PARK

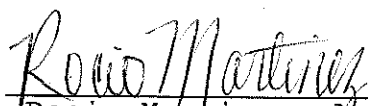
By 
Mario Gomez, Mayor

Date August 6, 2013

APPROVED AS TO FORM:

By 
City Attorney

ATTEST:


Rocio Martinez, Acting City Clerk

ATTACHMENT A

**CITY OF HUNTINGTON PARK
FOOD SERVICES ORDER**

EFFECTIVE DATE:

DELIVERY DAYS:

DELIVERY HOURS: BETWEEN _____ HOURS AND _____ HOURS

NUMBER OF MEALS:

(ex.: 120 PER DELIVERY DAY (40 BREAKFAST, 40 LUNCH, AND 40 DINNER))

CITY OF HUNTINGTON PARK REPRESENTATIVE

DATE

LASD FOOD SERVICES REPRESENTATIVE

DATE

ATTACHMENT B

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

"A tradition of Service"
Since 1850

FOOD SERVICES - CITY CONTRACT RATES

RATES for FOOD SERVICES

FISCAL YEAR 2013-2014

SERVICE	RATE

PER MEAL

\$2.14

**AMENDMENT NUMBER ONE
TO
FOOD SERVICES AGREEMENT**

This Amendment Number One ("Amendment") to Food Services Agreement ("Agreement") is made by and between by the County of Los Angeles ("COUNTY") and the City of Huntington Park ("CITY,"), effective July 1, 2014.

RECITALS

- A. WHEREAS, on August 5, 2013, COUNTY and CITY entered into the Agreement for food services to be provided to prisoners of the CITY jail facility; and
- B. WHEREAS, Section 4.3 of the Agreement provides COUNTY the right to adjust the billing rates set forth in Attachment B, Food Services-City Contract Rates, of the Agreement when the costs for providing the services change; and
- C. WHEREAS, the COUNTY Auditor-Controller has established the rates for Fiscal Year 2014-2015; and
- D. WHEREAS, COUNTY and CITY agree to amend the Agreement pursuant to Section 4.3 of the Agreement to adjust the rates for Fiscal Year 2014-2015.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree to amend the Agreement as follows:

- 1. Attachment B, Food Services-City Contract Rates, of the Agreement is deleted in its entirety and replaced with the attached revised Attachment B, Food Services-City Contract Rates, to modify the billing rates for Fiscal Year 2014-2015.
- 2. CITY and the person executing this Amendment on behalf of the CITY hereby represent and warrant that the person executing this Amendment for CITY is an authorized agent who has actual authority to bind the CITY to each and every provision, term, and condition of the Amendment and that all CITY requirements have been fulfilled to provide such actual authority.
- 3. Except as provided in this Amendment, all other provisions, terms, and conditions of the Agreement shall remain the same and in full force and effect.

**AMENDMENT NUMBER ONE
TO
FOOD SERVICES AGREEMENT**

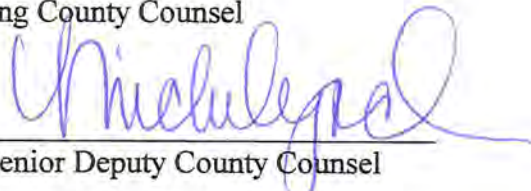
IN WITNESS WHEREOF, the County of Los Angeles has caused this Amendment to be executed on its behalf by the Sheriff of the County of Los Angeles, and CITY has caused this Amendment to be executed on its behalf by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By 
John L. Scott, Sheriff

Date _____

APPROVED AS TO FORM:
RICHARD D. WEISS
Acting County Counsel

By 
Senior Deputy County Counsel

CITY OF HUNTINGTON PARK

By _____

Date _____

APPROVED AS TO FORM:

By _____
City Attorney

ATTACHMENT B

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

"A tradition of Service"
Since 1850

FOOD SERVICES - CITY CONTRACT RATES

RATES for FOOD SERVICES
FISCAL YEAR 2014-2015

SERVICE	RATE
PER MEAL	\$2.35

CLEB:07/01/14 BCA



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

November 3, 2014

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

Dear Mayor and Members of the City Council:

RESOLUTION AUTHORIZING THE CITY OF HUNTINGTON PARK TO APPLY FOR ALL CALRECYCLE GRANTS.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2014-49, Authorizing the Submittal of Application(s) for all CalRecycle Grants for which the City of Hunting Park is Eligible.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Resources Recycling and Recovery (CalRecycle) administers the Beverage Container Recycling Grant Program to provide opportunities for California local government agencies, cities, counties or regional programs, public colleges/universities/public school districts, non-profit organizations, and qualifying Indian Tribes to promote increased recycling of beverage containers throughout California and reduce the beverage container litter in the waste stream.

Along Pacific Boulevard in the City of Huntington Park, commuters, pedestrians and shoppers currently lack an opportunity to recycle their beverage containers. With grant funding the city proposes to purchase and install 24 dual, tamper proof, beverage container recyclers and trash compactors at bus stops and in high foot traffic areas. A showcase container will be located in front of city hall. A public education components including public outreach will be used to promote ongoing recycling opportunities throughout the city.

RESOLUTION AUTHORIZING THE CITY OF HUNTINGTON PARK TO APPLY FOR ALL CALRECYCLE GRANTS.

November 3, 2014

Page 2 of 2

FISCAL IMPACT/FINANCING

The Calrecycle Competitive Beverage Container Grant Program Cycle RBC 26 – Fiscal Year 2014/15 is issuing a total of \$1,500,000 in grants with a maximum of \$250,000 for an individual entity. Upon approval by the City Council, an application for a beverage container grant in the amount of \$242,703 will be submitted to Calrecycle. These monies will supplement existing beverage container funds. No additional funding is sought or required.

LEGAL AND PROGRAM REQUIREMENTS

Adoption of this resolution will allow the City of Huntington Park to pursue state grant funds to supplement existing beverage container recycling programs in the City. These additional efforts will be targeted at reaching this community that may be underserved. Should the City decide not to pursue these grant funds, current beverage container recycling efforts will continue unabated.

CONCLUSION

Adopt the resolution authorizing submittal for all Calrecycle grant for which the City of Huntington Park eligible and to order that the City Manager or his/her designee is authorized and empowered to execute in the name of the City of Huntington Park all grant documents, including but not limited to, applications, agreements amendments and any documents necessary to secure grant funds and implement the approved grant

Respectfully submitted,



Julio Morales
Interim City Manager

ATTACHMENTS

A: Resolution No. 2014-49

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WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California’s (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment;

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

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ATTEST:

Rosa E. Perez, Mayor

Donna Schwartz, CMC
Interim City Clerk



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 3, 2014

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

Dear Mayor and Members of the City Council:

RESOLUTION SELF-CERTIFYING THE CITY OF HUNTINGTON PARK TO BE IN CONFORMANCE WITH THE LOS ANGELES COUNTY CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE 2014 CMP LOCAL DEVELOPMENT REPORT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Consider all public testimony and staff's analysis; and
3. Adopt Resolution No. 2014-46 finding that the City of Huntington Park is in conformance with the Los Angeles County Congestion Management Program and adopting the 2014 CMP Local Development Report (LDR).

BACKGROUND

The Los Angeles County Metropolitan Transportation Authority (Metro) requires the City to submit the 2014 CMP Local Development Report and Self-Certification Resolution to maintain compliance with the County's Congestion Management Program (CMP).

The CMP is a state-mandated program to mitigate traffic congestion. The program requirement became effective in 1990 when voters approved Proposition 111, which increased the State Gas Tax by nine cents per gallon. The program seeks to monitor changes in traffic congestion, to promote strategies to reduce congestion and to coordinate land use and transportation planning. The CMP assists local agencies in linking land use decisions with impacts on the region's transportation system. The State requires that each county designate a Congestion Management Agency (CMA) to manage the program. Metro manages the Los Angeles County program.

RESOLUTION SELF-CERTIFYING THE CITY OF HUNTINGTON PARK TO BE IN CONFORMANCE WITH THE LOS ANGELES COUNTY CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE 2014 CMP LOCAL DEVELOPMENT REPORT

November 3, 2014

Page 2 of 3

In order for Metro to retain the ability to distribute gas tax revenue to local governments, it must monitor and determine that local jurisdictions are in conformance with the CMP. Local jurisdictions are required to conform to local requirements of the CMP in order to continue receiving their portion of State Gas Tax funds allocated by Section 2105 of the California Streets and Highways Code, and to preserve their eligibility for state and federal funding for transportation projects.

LEGAL AND PROGRAM REQUIREMENTS

Conformance with the CMP requires that local jurisdictions record building permits issued and submit the annual Local Development Report (LDR) and a Resolution self-certifying the City's compliance with the program to Metro. The City's compliance is demonstrated through continual implementation of its Land Use Analysis Program and Transportation Demand Management (TDM) ordinance. The TDM ordinance requires that new developments provide measures that would reduce vehicle trips to the site. Examples of these amenities include preferential parking for carpoolers, transit information kiosks, and bicycle parking. The City is committed to complying with its TDM ordinance and the CMP.

The LDR for 2014 is based on the building permit issuance data for the period of June 1, 2013 to May 31, 2014 and is summarized as follows:

Permit Type	Number of Permits
Single Family Dwelling	1
Multiple Family Units	1
Commercial < 300K	0
Single Family Dwelling Units (Demolition)	0
Commercial< 300K (Demolition)	0
Restaurant	0
Industrial	0

The Resolution (Attachment A) and the 2014 Local Development Report (Attachment B) were prepared in compliance with Metro's CMP guidelines.

Adoption of the Resolution requires a public hearing. Public notification of the proposed resolution was published and posted, as required by State law and in accordance with the provisions of the Huntington Park Municipal Code (HPMC).

RESOLUTION SELF-CERTIFYING THE CITY OF HUNTINGTON PARK TO BE IN CONFORMANCE WITH THE LOS ANGELES COUNTY CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE 2014 CMP LOCAL DEVELOPMENT REPORT

November 3, 2014

Page 3 of 3

Adoption of this resolution is required by state law to continue receiving Section 2105 State Gas Tax funds and to remain eligible for other state and federal transportation funds. The City's Fiscal Year 2013-2014 Gas Tax revenue was \$1.8 million.

CONCLUSION

Once adopted, staff will forward the 2014 CMP Local Development Report and the City Council Resolution to Metro to complete the City's annual reporting requirements.

Respectfully submitted,



JULIO F. MORALES
Interim City Manager

ATTACHMENTS

- A: Proposed City Council Resolution 2014-46
- B: 2014 Congestion Management Program Local Development Report

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA, FINDING THE CITY OF HUNTINGTON PARK TO BE IN CONFORMANCE WITH THE LOS ANGELES COUNTY CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE 2014 CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089

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

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

WHEREAS, the City Council held a noticed public hearing on November 3, 2014.

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

SECTION 1. The City Council adopts the above recitals as its findings;

SECTION 2. That the City has taken all of the following actions, and that the City is in conformance with all applicable requirements of the 2010 CMP adopted by the LACMTA Board on October 28, 2010.

SECTION 3. That by June 15, of odd-numbered years, the City will conduct annual traffic counts and calculated levels of service for selected arterial intersections, consistent with the requirements identified in the CMP Highway and Roadway System chapter.

1 **SECTION 4.** The City has locally adopted and continues to implement a
2 transportation demand management ordinance, consistent with the minimum requirements
3 identified in the CMP Transportation Demand Management chapter.

4 **SECTION 5.** The City has locally adopted and continues to implement a land use
5 analysis program, consistent with the minimum requirements identified in the CMP Land
6 Use Analysis Program chapter.

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8 **SECTION 6.** The City has adopted a Local Development Report, attached hereto
9 and made a part hereof, consistent with the requirements identified in the 2010 CMP. This
10 report balances traffic congestion impacts due to growth within the City with transportation
11 improvements, and demonstrates that the City is meeting its responsibilities under the
12 Countywide Deficiency Plan consistent with the LACMTA Board adopted 2003 Short Range
13 Transportation Plan.

14 **SECTION 7.** The City Clerk shall certify to the adoption of this Resolution, which
15 shall be effective upon its adoption, and shall forward a copy of this Resolution to the Los
16 Angeles County Metropolitan Transportation Authority.

17 **PASSED AND ADOPTED** this 3rd day of November, 2014.

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20 _____
21 Rosa Perez, Mayor

22 ATTEST:

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25 _____
26 Donna G. Schwartz, CMC
27 Interim City Clerk
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CERTIFICATION

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

I, Donna G. Schwartz, Interim City Clerk of the City of Huntington Park, hereby certify that the foregoing Resolution No. 2014-43 was passed and adopted by the City Council of the City of Huntington Park, signed by the Mayor and attested by the Interim City Clerk at a regular meeting of said Council held on the 3rd day of November, 2014, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 4th day of November 2014.

DONNA G. SCHWARTZ, CMC
Interim City Clerk

CITY OF HUNTINGTON PARK

Date Prepared: October 30, 2014

2014 CMP Local Development Report

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

Contact: **Manuel Acosta, Economic Development Manager**
Phone Number: **(323) 584-6213**

**CONGESTION MANAGEMENT PROGRAM
FOR LOS ANGELES COUNTY****2014 DEFICIENCY PLAN SUMMARY**

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

DEVELOPMENT TOTALS**RESIDENTIAL DEVELOPMENT ACTIVITY****Dwelling Units**

Single Family Residential

1.00

Multi-Family Residential

25.00

Group Quarters

0.00**COMMERCIAL DEVELOPMENT ACTIVITY****1,000 Net Sq.Ft.²**

Commercial (less than 300,000 sq.ft.)

0.00

Commercial (300,000 sq.ft. or more)

0.00

Freestanding Eating & Drinking

0.00**NON-RETAIL DEVELOPMENT ACTIVITY****1,000 Net Sq.Ft.²**

Lodging

0.00

Industrial

0.00

Office (less than 50,000 sq.ft.)

0.00

Office (50,000-299,999 sq.ft.)

0.00

Office (300,000 sq.ft. or more)

0.00

Medical

0.00

Government

0.00

Institutional/Educational

0.00

University (# of students)

0.00**OTHER DEVELOPMENT ACTIVITY****Daily Trips**

ENTER IF APPLICABLE

0.00

ENTER IF APPLICABLE

0.00**EXEMPTED DEVELOPMENT TOTALS**

Exempted Dwelling Units

0

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

0

Page 1

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

CITY OF HUNTINGTON PARK

Date Prepared: October 30, 2014

2014 CMP Local Development Report

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

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

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

Category	Dwelling Units
Single Family Residential	1.00
Multi-Family Residential	25.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY

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

NON-RETAIL DEVELOPMENT ACTIVITY

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

OTHER DEVELOPMENT ACTIVITY

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

CITY OF HUNTINGTON PARK

Date Prepared: October 30, 2014

2014 CMP Local Development Report**Reporting Period: JUNE 1, 2013 - MAY 31, 2014**Enter data for all cells labeled "**Enter.**" If there are no data for that category, enter "0."**PART 2: NEW DEVELOPMENT ADJUSTMENTS**

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

RESIDENTIAL DEVELOPMENT ADJUSTMENTS

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

COMMERCIAL DEVELOPMENT ACTIVITY

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

NON-RETAIL DEVELOPMENT ACTIVITY

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

OTHER DEVELOPMENT ACTIVITY

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

CITY OF HUNTINGTON PARK

Date Prepared: October 30, 2014

2014 CMP Local Development Report**Reporting Period: JUNE 1, 2013 - MAY 31, 2014**

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

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

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

Page 4

Exempted Development Definitions:

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



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 3, 2014

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

Dear Mayor and Members of the City Council:

APPROVE THE MEMORANDUM OF UNDERSTANDING WITH NICHOLAS ALEXANDER SETTING TERMS FOR THE PURCHASE AND SALE OF THE SOUTHLAND STEEL SITE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Memorandum of Understanding (MOU) with Nicholas Alexander for the purchase and sale of property located at 5959-6169 Alameda Street, also known as the Southland Steel property
2. Authorize the Interim City Manager to execute the MOU.

BACKGROUND

For the last six months staff has been diligently working with the Department of Toxic Substances Control (DTSC) under the California Land Reuse Revitalization Program (CLLRA), and has made significant progress in completing a Response Plan (Plan) outlining a cleanup strategy for the soil, soil vapor, and groundwater for the Southland Steel property. On October 2, 2014, after a 30-day public review period, the Response Plan was approved for implementation by DTSC.

Currently, the City is in the process of awarding a contract to implement soil remediation. Moreover, at the direction of DTSC, the City installed four additional groundwater wells and conducted investigations. The results from these investigations will allow the City and DTSC to quantify the costs associated with groundwater cleanup and monitoring. Additionally, this information will facilitate negotiations during the sale of the property.

Southland Steel Sale - Deal Point Summary

At the same time cleanup activities are moving forward, and per City Council direction, staff has been discussing the terms for the sale of the property with Nicholas Alexander

APPROVE THE MEMORANDUM OF UNDERSTANDING WITH NICHOLAS ALEXANDER SETTING TERMS FOR THE PURCHASE AND SALE OF THE SOUTHLAND STEEL SITE

November 3, 2014

Page 2 of 3

(Buyer). As a result of these discussions, staff recommends that City Council approve the MOU, which includes the following terms previously approved by Council:

City:

- Pay for soil and soil vapor cleanup costs above \$800,000 loan (Alexander pays \$400,000 and Grant cover \$400,000), which will be paid from proceeds of sale
- Pay Jones Lang LaSalle 3% broker commission fee (~\$141,000) from proceeds of the sale
- Assign the CLRRRA agreement with DTSC to Buyer and deliver a "No Further Action" letter from DTSC

Buyer:

- Pay \$3.2 million for purchase of the land
- Enter into a separate agreement to pay \$400,000 of City clean-up loan.
- Pay for costs associated with groundwater cleanup and on-going monitoring, including reimbursement for City costs associated with the installation of water testing wells. Groundwater cleanup costs will be determined upon completion of groundwater investigative activities
- Will pay own broker commission fee

It is important to note that City staff is currently working on an ordinance requiring that any land in which the City expends money to perform environmental cleanup, must reimburse the City for all expenses incurred prior to issuing any building permits. In other words, if the sale with the current Buyer does not proceed, the future buyer of the Southland Steel property would be responsible for reimbursing the City for all environmental expenditures.

FISCAL IMPACT/FINANCING

There will be no impact to the General Fund as a result of this action. Soil and soil vapor remediation expenses will be paid from a \$1.2 million loan/grant received from DTSC and the Environmental Protection Agency (\$800,000 City loan + \$400,000 in Agency grants). Any cost exceeding the \$1.2 million will be paid from proceeds of the sale of the property. The Buyer will be responsible for paying the City the \$400,000 loan and for groundwater cleanup and monitoring costs.

APPROVE THE MEMORANDUM OF UNDERSTANDING WITH NICHOLAS
ALEXANDER SETTING TERMS FOR THE PURCHASE AND SALE OF THE
SOUTHLAND STEEL SITE

November 3, 2014

Page 3 of 3

LEGAL AND PROGRAM REQUIREMENTS

On March 3, 2014, the City Council authorized staff to apply for funding in an amount of \$1,000,000 (\$800,000 loan/\$200,000 grant) to finance the cleanup of the Southland Steel property under the California Brownfields Revolving Loan Fund Program administered by the DTSC. The City received an additional cleanup grant of \$200,000 from the Environmental Protection Agency. The use of these two funding sources is restricted to remediation of the Southland Steel property. The sale of the property cannot be completed until soil and soil vapor clean-up is completed and liability for groundwater contamination is resolved. Approval from DOF regarding the sale and clean-up will be obtained prior to commencing soil clean-up efforts.

CONCLUSION

Upon approval by City Council, the City Manager will execute the MOU with Nicholas Alexander.

Respectfully submitted,



JULIO MORALES
Interim City Manager

ATTACHMENTS

A: MOU with Nicholas Alexander

CITY OF HUNTINGTON PARK
AS SUCCESSOR AGENCY
(SOUTHLAND STEEL PROPERTY)

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is dated as of October 1, 2014 by and between the City of Huntington Park, as successor agency to the former Community Development Commission of the City of Huntington Park (the "Successor Agency:") and _____ ("Alexander"). This MOU sets forth the preliminary intentions of the parties with respect to negotiating a definite contract for the purchase and sale of real property commonly known as 5959-6161 Alameda Avenue, Huntington Park, California (the "Property").

THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

Paragraph 1. This MOU is not intended to constitute a binding agreement, but rather to serve as the basis for negotiating and drafting a definitive purchase and sale agreement for the disposition of the Property between the parties containing the terms stated in this MOU as well as other terms and conditions to be determined by the parties based upon such negotiations. Except as set forth in Paragraph 2, neither party will rely on this MOU as binding on the other; any such reliance would be imprudent and unreasonable. Neither party will be bound with respect to the purchase or sale of the Property unless and until a definitive agreement for the purchase and sale of the Property has been approved by the governing board, in the case of the Successor Agency, and executed and delivered by both parties. It is understood and agreed that this MOU does not contain all the essential terms that the parties expect will be part of an agreement with respect to the purchase and sale of the Property. Further negotiations between the parties are contemplated before a binding agreement will be prepared, but neither party is bound to continue such negotiations, which may be terminated at any time as provided in Paragraph 14. Further efforts by either party to perform due diligence, conduct environmental investigation or perform clean-up work on the Property, arrange or obtain financing, or carry out other acts in contemplation of the possible purchase and sale of the Property may not be deemed evidence of intent by either party to be bound by this MOU.

Paragraph 2. Notwithstanding, the provisions of Paragraph 1, the parties acknowledge and agree that this MOU binds the parties to negotiate in good faith for a period of at least ninety (90) days for the completion of the drafting of a definite agreement for the purchase and sale of the Property. For the purpose of this MOU each party further acknowledges and agrees that the other party shall be deemed to be acting or negotiating in good faith as long as such party makes recordable efforts to attend scheduled meetings, directs its consultants, staff and attorneys to cooperate with the other party to provide information as necessary or appropriate to the discussions and negotiations of the parties relating to the purchase and sale of the Property and devotes reasonable effort to the preparation of the text of such a definite agreement for the purchase and sale of the Property.

Paragraph 3. Notwithstanding the provision of Paragraph 1, the parties agree that the provisions in Paragraph 2, Paragraph 4 and Paragraph 8(e) represent the parties' legally binding agreements, enforceable in accordance with their terms. The enforceability of those provisions is not conditioned on further negotiations or the successful outcome of any further negotiations between the parties. If the parties execute a definitive agreement, that agreement will supersede this MOU. Failure to achieve a more complete agreement will not, however, limit the enforceability of the clauses in this MOU specified in this Paragraph 3 to be binding.

Paragraph 4. NOTWITHSTANDING THE PARTIES' INTENT THAT THIS MOU SHALL NOT CONSTITUTE A BINDING AGREEMENT WITH RESPECT TO THE PURCHASE AND SALE OF THE PROPERTY, IF AS A RESULT OF ANY LEGAL ACTION IT IS DETERMINED THAT A PARTY HAS BREACHED ANY OBLIGATION IMPOSED BY THIS MOU INCLUDING ANY OBLIGATION TO NEGOTIATE IN GOOD FAITH, THEN EACH PARTY ACKNOWLEDGE THAT IT WOULD BE EXTREMELY DIFFICULT TO ASCERTAIN THE EXTENT OF ANY DAMAGES RESULTING FROM SUCH BREACH. ACCORDINGLY EACH PARTY AGREES THAT A PAYMENT IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000) BY THE BREACHING PARTY TO THE NONBREACHING PARTY SHALL BE THE SOLE DAMAGE AND REMEDY IN THE EVENT OF ANY SUCH BREACH. THIS PROVISION SHALL SURVIVE ANY TERMINATION OF THIS MOU.

Initials _____

Paragraph 5. The Property includes the land and all improvements located at 5959-6161 Alameda Avenue, Huntington Park, California, together with assignment by the Successor Agency to Alexander of all leases and contracts pertaining to the Property which Alexander agrees to accept.

Paragraph 6.

(a) The purchase price payable by Alexander to the Successor Agency for the purchase of the Property shall be the sum of THREE MILLION TWO HUNDRED THOUSAND DOLLARS (\$3,200,000) in cash at the "close of escrow" as this term is defined in the next sentence. The words "close of escrow" as used in this MOU means and refer to the escrow transaction as shall be more particularly described in the purchase and sale agreement for the Property. The close of escrow shall occur upon the satisfaction of the applicable conditions in such purchase and sale agreement in favor of Alexander and in favor of the Successor Agency.

(b) Separately from the purchase price, Alexander shall also pay the City of Huntington Park (i) a sum not to exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000) for the actual costs paid by the City for the environmental soil clean-up work (the "Soil Clean-up Work") performed by the City of Huntington Park on the Property prior to the close of the escrow, under the oversight of the State of California

Department of Toxic Substance Control ("State DTSC"); and (ii) a sum in the amount sufficient to pay State DTSC for contribution protection and immunity for the benefit of the owner of the Property and its successors and assigns, for potential releases from the Property of hazardous substances released to groundwater (including the reimbursement of costs paid by the City for groundwater well installation, sampling and aquifer testing).

Paragraph 7.

(a) Promptly upon the execution of this MOU by Alexander and the Successor Agency each party shall direct its attorneys to prepare and deliver to the parties a proposed form of the purchase and sale agreement for the Property that will include, among other things, the business terms specified in this MOU. The proposed purchase and sale agreement for the Property will not be considered binding unless it is approved and executed by both parties.

(b) The definitive purchase and sale agreement for the Property will provide that the obligations of Alexander to complete the purchase of the Property from the Successor Agency are subject to satisfaction of the following conditions precedent, the precise statement of which will be subject to the parties' mutual satisfaction.

- (1) review of title to the Property;
- (2) review of relevant building and building permit records in the possession of the City of Huntington Park as relate to the Property;
- (3) review of relevant correspondence addressed to the Successor Agency and or the City of Huntington Park in the possession of either of them as relates to the environmental condition of the Property;
- (4) review of service and maintenance contracts of the Successor Agency or the City of Huntington Park as relates to the Property;
- (5) receipt of confirmation in a form reasonably acceptable to Alexander and the title insurance company that the Oversight Board for the Successor Agency and the State Department of Finance have approved the transfer of the Property by the Successor Agency to Alexander or the term set forth in the purchase and sale agreement;
- (6) receipt by Alexander of a policy of title insurance in favor and with coverage of Alexander as the purchase of the Property in a form reasonably acceptable to Alexander;
- (7) confirmation by Alexander that the Soil Clean-up Work has been completed;
- (8) receipt of a "no further action letter" from the State DTSC addressed to the Successor Agency in a form reasonably acceptable to Alexander confirming that the Soil Clean-up Work has been completed to the satisfaction of State DTSC;
- (9) receipt of a fully executed CLARRA agreement with State DTSC in which the owner of the Property, including Alexander as the successor in interest

- of the Successor Agency, is released from any further or potential liability for releases to groundwater from the Property of "hazardous materials", in a form reasonably acceptable to Alexander;
- (10) receipt by Alexander of an environmental assessment study (the "EAS") of the Property (which includes an assessment of the Soil Clean-up Work) which is acceptable to Alexander;
- (c) The definite purchase and sale agreement for the Property will provide that the obligations of the Successor Agency to complete the sale and disposition of the Property to Alexander are subject to satisfaction of the following conditions precedent:
- (1) the Oversight Board for the Successor Agency and the State Department of Finance have approved the transfer of the Property by the Successor Agency to Alexander;
 - (2) the City of Huntington Park shall have completed the Soil Clean-Up Work;
 - (3) State DTSC shall have issued to "no further action letter" to the Successor Agency in a form reasonably acceptable to the Successor Agency which confirms that the Soil Clean-up Work has been completed to the satisfaction of State DTSC;
 - (4) receipt of a CLARRA agreement executed by State DTSC in which the owner of the Property, including the Successor Agency, is released from any further or potential liability for releases to groundwater of hazardous materials from the Property in a form reasonably acceptable to the Successor Agency;
 - (5) confirmation to the Successor Agency by the escrow holder under the purchase and sale agreement that:
 - (i) the funds to pay for the purchase price of the Property have been provided to the escrow holder by Alexander and are available for disbursement to the Successor Agency upon the close of escrow; and
 - (ii) the funds to pay the City for the costs of the Soil Clean-Up Work in an amount not to exceed \$400,000 have been provided to the escrow holder by Alexander and are available for disbursement to the City upon the close of escrow;
 - (iii) the funds required to pay to State DTSC, if any, under the CLARRA agreement have been provided to the escrow holder by Alexander and are available for disbursement to State DTSC upon the close of escrow;

Paragraph 8. Subject to the following terms and conditions, which are intended to be binding on the parties to this MOU, the Successor Agency agrees to allow Alexander, its employees, agents, or contractors, at the sole cost and expense of Alexander, access to the Property for the purpose of inspections of the Property during the term of this MOU, including the preparation of the EAS, and the following terms and conditions apply to any such inspection of the Property by Alexander:

(a) The inspections shall only occur during business hours at reasonable times upon reasonable advanced notice to the Successor Agency. All activities undertaken by or on behalf of Alexander in connection with the inspections shall fully comply with applicable laws and regulations, and Alexander shall promptly restore, at its sole cost and expense, any damage to the Property arising in connection with such inspections.

(b) Before conducting the inspections, Alexander shall submit for the approval of the Successor Agency a certificate of insurance naming the Successor Agency as an additional insured for such work of inspection. For purposes of this subparagraph, an endorsement of the existing commercial general liability policy of insurance of Alexander in favor of the Successor Agency under the existing lease affecting the Property shall be deemed to be acceptable by the Successor Agency.

(c) Alexander may not conduct any intrusive or destructive inspections or borings of the soil on the Property without the prior written consent of the Successor Agency.

(d) If the parties do not enter into a definitive agreement regarding the Property, Alexander shall furnish the Successor Agency with copies of any reports relating to the inspections performed by Alexander or its agents, employees, or contractors, and all such reports shall become the property of the Successor Agency.

(e) Alexander hereby releases, indemnifies and agrees to defend and hold the Successor Agency free and harmless from and against any and all obligations, lawsuits, injuries, losses, damages, claims, liens, costs, expenses, demands, liabilities, judgments, penalties, investigation costs, including attorney fees and costs, incurred in connection with, arising directly or indirectly out of, or in any way connected with the inspections. Without limiting the generality of this indemnity, Alexander shall (i) keep the Property free and clear of any mechanics' or other lien that may be recorded or threatened against the Property by any party providing labor, materials, or services in connection with the inspections and (ii) not file or cause to be filed any application or make any request (other than inquiries of the public records) with any governmental or quasi-governmental agency that would or could lead to a hearing before any governmental or quasi-governmental agency or that would or could lead to a note, notice, or violation of law or municipal ordinance, order, or requirement imposed on the Property by such an agency, or any change in zoning, parcelization, licenses, permits, or other entitlements or any investigation or restriction on the use of the Property, or any part thereof.

Paragraph 9. The Successor Agency shall exercise its best effort to cause the City of Huntington Park to undertake the Soil Clean-up Work on the Property; provided however, that the Successor Agency shall be under no obligation to Alexander or to any third party to provide any source of funds to the City of Huntington Park to undertake such work and further provided that nothing in this MOU shall be deemed to obligate the City of Huntington Park to budget or appropriate funds to pay for such Soil Clean-up Work except from monies to be disbursed to the City of Huntington Park by

the escrow holder at the close of escrow for the transfer of the Property to Alexander or from other funds as may hereafter be specifically appropriated by the City of Huntington Park for such purposes, in the sole discretion reserved to the City of Huntington Park.

Paragraph 10. The Property shall be conveyed by the Successor Agency to Alexander upon the close of escrow in an "AS IS"/"WHERE IS"/"SUBJECT TO ALL FAULTS" condition and with certain other representations and warranties of the Successor Agency as shall be as set forth in the purchase and sale agreement for the Property, the precise statement of which shall be subject to the mutual satisfaction of the parties.

Paragraph 11. Alexander shall make certain representations and warranties to the Successor Agency in connection with its purchase of the Property as shall be set forth in the purchase and sale agreement for the Property, the precise statement of which shall be subject to the mutual satisfaction of the parties.

Paragraph 12. The parties acknowledge that upon the close of the escrow for the transfer of the Property to Alexander, each party shall be responsible for the payment of certain real estate broker fees and commissions, as shall be set forth in the purchase and sale agreement for the Property. Notwithstanding the foregoing provision of this Paragraph 12, to the contrary in no event shall the Successor Agency be responsible for the payment of any such real estate broker fee except for such real estate broker fee payable to the firm of Jones Lang & LaSalle by the Successor Agency in the amount of three percent (3%) of the purchase price of the Property (excluding of any sums payable to the City for the Soil Clean-up Work or any sums payable to State DTSC under the CLARRA agreement).

Paragraph 13. For the purposes of this MOU notice may be issued by either party to the other as follows:

TO SUCCESSOR AGENCY:

TO ALEXANDER:

Any such notice shall be effective upon issuance by the party if delivered to the other party at the address indicated above in writing by personal delivery, or by next day commercial mail or by United States First Class Mail and in each such case notice shall be confirmed by Email to the address indicated above.

Paragraph 14. Either party who is not then in default hereunder, may elect to terminate this MOU and the parties shall be mutually released from any further obligation hereunder except as provided in Paragraph 4 and Paragraph 8(e). To exercise such a right of termination, the applicable party shall give thirty (30) days written notice of such termination which notice shall reference this Paragraph 14.

Paragraph 15.

(a) A party may be in default under this MOU if such party may fail to negotiate in good faith as provided in Paragraph 2. The non-defaulting party shall give written notice of a default to the defaulting party specifying the nature of the alleged default and the required action to cure the default. If a default remains incurred after receipt by the defaulting party of such notice, the non-defaulting party may exercise the remedy set forth in Paragraph 15 (b).

(b) In the event of any uncured default by either party, the sole and exclusive remedy of the non-defaulting party shall be to recover the sum as provided in Paragraph 4, as liquidated damages and terminate this MOU. Following such termination neither party shall have further right, remedy or obligation under this MOU except that the indemnity obligation of Alexander under Paragraph 8(e), shall survive such termination for matters or claims.

Paragraph 16. If a definitive purchase and sale agreement for the Property is executed by the parties, escrow for the transaction will be established promptly thereafter with a title insurance company escrow department as mutually designated by the parties. Both parties will execute escrow instructions and other instruments necessary to close escrow consistent with the definitive agreement. Such an escrow is presently anticipated by the parties to the MOU to be in a condition to close within thirty (30) days following the issuance by State DTSC of a “no further action letter” for the Soil Clean-up Work as provided in Paragraph 7(b)(9), and the mutual approval by the parties of the CLARRA agreement as provided in Paragraph 7(b)(9).

This MOU may be executed in counterparts, and when each such counterpart has been executed by the authorized officer or member of a party whose name appears below, the MOU shall take effect.

Date: _____

CITY OF HUNTINGTON PARK AS
SUCCESSOR AGENCY TO THE FORMER
COMMUNITY DEVELOPMENT COMMISSION
OF THE CITY OF HUNTINGTON PARK

By: _____

By: _____
ALEXANDER

Date: _____

By: _____

By: _____



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 3, 2014

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

Dear Mayor and Members of the City Council:

RESOLUTION NO. 2014-50 TO AWARD A CONTRACT TO INNOVATIVE CONSTRUCTION SOLUTIONS, INC. FOR THE CLEAN UP OF A BROWNFIELD PROPERTY LOCATED AT 5959-6169 SOUTH ALAMEDA STREET, HUNTINGTON PARK, CALIFORNIA (SOUTHLAND STEEL SITE)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Resolution No. 2014-50, Conditionally Authorizing the City to Enter into a Project Contract with Innovative Construction Solutions, Inc. for the Former Southland Steel Site Remediation Project to clean up contaminated property located at 5959-6169 South Alameda Street, also known as "Southland Steel" property for an amount of \$870,982, which approval will be contingent upon the Department of Finance approving the recordation of a deed of trust on the property, securing payment of the DTSC loan described in this staff report; and
2. Approve a contingency cost for the project budget in an amount not to exceed 20 percent (\$174,196) of the contract amount, and authorize the City Manager to execute change orders in an amount not to exceed this budget contingency; and
3. Authorize the City Manager to execute the contract.

BACKGROUND

On October 31, 2006, the former Community Development Commission, now Successor Agency (Agency), entered into an agreement with the Department of Toxic Substances Control (DTSC) for participation under the California Land Reuse and Revitalization Act Program to clean-up a brownfield property located at 5959-6169 S. Alameda Street (Southland Steel Site). The agreement requires that the Agency prepare a Response Plan to remediate the subject property. On August 5, 2014, the DTSC approved the Agency's Response Plan for public review and comment. The Plan outlines methods for remediation of the soil, soil vapor and groundwater, which include:

RESOLUTION TO AWARD A CONTRACT TO INNOVATICE CONSTRUCTION SOLUTIONS, INC. FOR THE CLEAN UP OF A BROWNFIELD PROPERTY LOCATED AT 5959-6169 SOUTH ALAMEDA STREET, HUNTINGTON PARK, CALIFORNIA (SOUTHLAND STEEL SITE)

November 3, 2014

Page 2 of 4

1. **Soil:** Excavation and off-site disposal of lead, arsenic, cadmium, pesticides and other metals at 8 areas to 2 to 5 feet
2. **Soil vapor:** Excavation and off-site disposal of 8 areas, 3 areas will require additional soil removal with high concentrations of VOCs at 5 to 10 feet
3. **Groundwater:** installation of 4 additional groundwater wells and two rounds of samples of groundwater from new and existing wells over a three month period.

On August 11, 2014, the City solicited bids from qualified firms to implement cleanup work for the soil and soil vapor in accordance with the Response Plan. A mandatory bid meeting was held on Aug. 14. On Sept. 4 the City received eight sealed bids, with the lowest bidder at \$870,982 and highest bidder at \$2,450,800. Attachment B includes a summary of bids. The City's construction manager, Geosyntec, reviewed the lowest bid, submitted by Innovative Construction Solutions, Inc., and determined it to be responsive. Geosyntec also checked the references and materials and concluded that they are also responsible.

The work for the groundwater is currently being conducted by the Geosyntec. Staff recommends that the City award a contract to the lowest responsive bidder, Innovative Construction Inc., to conduct remediation of the soil and soil vapor in an amount of \$870,982. It is anticipated that the work will take approximately 4-6 weeks. Additionally, due to the complexity of the work involved in the remediation of brownfields projects, staff recommends that the City Council approve a 20 percent (\$174,196) contingency to be included as part of the project budget, which will cover costs for anticipated additional excavation and confirmation testing. The nature of remediation projects that utilize excavation and disposal cannot provide 100 percent confidence in the location of the contaminants, this is why staff is recommending a contingency which would account for this anticipated work.

Brownfield Revolving Loan Fund Program and Environmental Protection Agency Grant Program

On March 3, 2014, the City Council authorized staff to apply for funding in an amount of \$1,000,000 (\$800,000 loan/\$200,000 grant) to finance the clean-up of the Southland Steel property under the California Brownfields Revolving Loan Fund Program administered by the DTSC. The \$800,000 loan requires that the Successor Agency execute a Deed of Trust to be recorded as collateral on the Southland Steel property concurrently with the completion of the cleanup. This Deed of Trust must also be approved by the Oversight Board and Department of Finance. In addition to funding from the DTSC, in 2009 the City received a \$200,000 cleanup grant from the Environmental Protection Agency (EPA). This grant expires on October 31, 2014.

RESOLUTION TO AWARD A CONTRACT TO INNOVATICE CONSTRUCTION SOLUTIONS, INC. FOR THE CLEAN UP OF A BROWNFIELD PROPERTY LOCATED AT 5959-6169 SOUTH ALAMEDA STREET, HUNTINGTON PARK, CALIFORNIA (SOUTHLAND STEEL SITE)

November 3, 2014

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The use of these two funding sources is restricted to remediation of the Southland Steel property. Staff has determined that the most efficient approach to proceed with the use of these funds and begin remediation work in an expeditious manner is for the City to contract the work.

FISCAL IMPACT/FINANCING

There will be no impact to the General Fund as a result of this action. The estimated costs for soil and soil vapor remediation are estimated at **\$1,045,178**, which includes a 20 percent contingency factor. These expenses will be paid from the \$800,000 loan/\$200,000 grant from the DTSC and from the \$200,000 EPA grant. The \$800,000 loan will be paid from sale proceeds of the Southland Steel property.

CONTRACTING PROCESS

In accordance with established City protocol, the City of Huntington Park Municipal Code, and the California Public Contract Code, this project was contracted on an open competitive bid basis. A request for sealed bids was published on August 11, 2014, and the bids were publicly opened in the order received on the due date of September 4, 2014. The bids have been reviewed staff is recommending that the contract be awarded to the lowest responsible and responsive bidder.

NEGATIVE DECLARATION / ENVIRONMENTAL IMPACT REPORTS

DTSC is the oversight agency responsible for carrying out and approving hazardous waste-related projects having the potential to affect the environment, including voluntary clean-up projects. DTSC issued a Notice of Exemption for the for the Southland Steel project, concluding that the project will not result in significant environmental effects.

LEGAL AND PROGRAM REQUIREMENTS

Cleanup for soil cannot commence until a 30-day public review period of the Response Plan expires (September 12, 2014), and DTSC provides final approval for implementation of the Response Plan. It is important to note that the sale of the property cannot be completed until soil and soil vapor clean-up is completed and liability for groundwater contamination is resolved, based on well groundwater investigations.

RESOLUTION TO AWARD A CONTRACT TO INNOVATICE CONSTRUCTION SOLUTIONS, INC. FOR THE CLEAN UP OF A BROWNFIELD PROPERTY LOCATED AT 5959-6169 SOUTH ALAMEDA STREET, HUNTINGTON PARK, CALIFORNIA (SOUTHLAND STEEL SITE)

November 3, 2014

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CONCLUSION

Upon approval by City Council, the City Manager will sign the contract and issue a notice to proceed for the work.

Respectfully submitted,



JULIO MORALES
Interim City Manager

ATTACHMENTS

Attachment A – Resolution

Attachment B – List of Bids

Attachment C – Project Contract

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1 **WHEREAS**, the City of Huntington Park (the “City”) and the State DTSC have
2 entered into that certain loan agreement entitled “Brownfields Loan Agreement No. BRLF-
3 002-2014”, dated August 24, 2014 (the “State DTSC Clean-Up Loan Agreement”), pursuant
4 to which the City has obtained a loan in the principal amount of \$800,000 (the “State DTSC
5 Loan”) for the purpose of paying for a portion of the cost of environmental response and
6 clean-up of the Property, subject to certain conditions; and

7 **WHEREAS**, the City and the State DTSC have entered into that certain “Brownfields
8 Subgrant Agreement No. BRLF-001-2014”, dated August 24, 2014 (the “State DTSC
9 Subgrant Agreement”), pursuant to which the City has obtained a grant in the principal
10 amount of up to \$200,000 (the “State DTSC Grant”) for the purpose of paying for a portion
11 of the cost of environmental response and clean-up of the Property, subject to certain
12 conditions; and

13 **WHEREAS**, the City and the U.S. Environmental Protection Agency have entered
14 into that certain Cooperative Agreement No. BF-00T30201-0, pursuant to which the City has
15 obtained a grant in the principal amount of up to \$200,000 (the “EPA Grant”) for the purpose
16 of paying for a portion of the cost of environmental response and clean-up of the Property,
17 subject to certain conditions; and

18 **WHEREAS**, the Successor Agency has requested that the City contract for the
19 remediation of the Former Southland Steel Site, using the funds obtained by the City from the
20 State DTSC Loan, the State DTSC Grant, and the EPA Grant;

21 **WHEREAS**, a condition of the disbursement of the proceeds of the State DTSC Loan
22 to the City is that the City shall cause a deed of trust securing the repayment of the State
23 DTSC Loan to be recorded on the Property; and

24 **WHEREAS**, the Successor Agency, by adoption of Resolution No. SA 2014-3 on
25 August 26, 2014, has authorized the City to cause a deed of trust securing the repayment of
26 the State DTSC Loan to be recorded on the Property, and for the State DTSC Loan to be
27 repaid out of the proceeds of the sale of the Property, subject to the approval of the Oversight
28 Board and the State Department of Finance; and

WHEREAS, on August 11, 2014, the City issued the Notice Inviting Sealed Bids for the Former Southland Steel Site Remediation Project, as described therein; and

WHEREAS, in response to the Notice Inviting Sealed Bids, the City received eight (8) bids on September 4, 2014, and has determined that the bid submitted by Innovative Construction Solutions, Inc. in the amount of \$870,982 is the lowest responsive bid.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1. The City Council hereby accepts the bid of Innovative Construction Solutions, Inc. an amount of \$870,982 for the Former Southland Steel Site Remediation Project, which approval is contingent upon the Department of Finance approving the recordation of a deed of trust on the Property securing repayment of the DTSC Loan, and authorizing repayment of the DTSC Loan out of the proceeds of the sale of the Property.

SECTION 2. The City Manager is hereby authorized to, upon satisfaction of the condition in Section 1, execute the contract, and to execute all other documents and take all other actions necessary to implement the Former Southland Steel Site Remediation Project.

PASSED, APPROVED AND ADOPTED this 6th day of October, 2014.

Rosa E. Perez, Mayor

ATTEST:

Donna G. Schwartz, CMC
Interim City Clerk

STATE OF CALIFORNIA)

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

I, Donna G. Schwartz, Interim City Clerk of the City of Huntington Park, hereby certify that the foregoing Resolution No. was passed and adopted by the City Council of the City of Huntington Park, signed by the Mayor and attested by the Interim City Clerk at a special meeting of said Council held on the 6th day of October , 2014, and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donna G. Schwartz, CMC
Interim City Clerk

CITY OF HUNTINGTON PARK BID OPENING

**Southland Steel
5959 Alameda Street**

DATE: September 4, 2014

TIME: 2:00 p.m.

PLACE: City Clerk Office

BIDDER	AMOUNT	RANK
MP Environmental Services, Inc. Po Box 80358 Bakersfield, Ca 93380	\$1,370,201.68	7
ENCON Technoloties Inc. 12145 Mora Drive #7 Santa Fe Springs, CA 90670	\$1,259,906.00	6
American Integrated Services, Inc. PO Box 92316 Long Beach, CA 90809	\$1,070,922.50	3
Aman Environmental Construction, Inc. 614 E. Edna Place Covina, CA 91723	\$984,279.00	2
B&D Construction Co., Inc. 145 N. 10 th Ave. Upland, CA 91786	\$1,109,236.50	4
Minako American Corporation Dba: Minco Construction 522 E Airline Way Gardena, CA 90248	\$2,450,800.00	8
Innovative Construction Solutions 4011 W. Chandler Ave. Santa Ana, CA 92704	\$870,982.00	1
Wayne Perry, Inc. 8281 Commonwealth Ave. Buena Park, CA 90621	\$1,164,065.00	5

SECTION 00600

PROJECT CONTRACT

CITY OF HUNTINGTON PARK

AGREEMENT FOR FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT

THIS AGREEMENT (the "Agreement" or "Contract") is made and entered this September __, 2014, by and between the City OF HUNTINGTON PARK, a California municipal corporation ("City") and Innovative Construction Solutions, Inc. ("Contractor"). Contractor's license number is 764815.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **THE CONTRACT DOCUMENTS.** The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the bonds, permits from regulatory agencies with jurisdiction, General Contract Conditions, Supplementary Contract Conditions, Special Provisions, Technical Specifications (including Attachments A-E of the Bid Book), Project Plans, Standard Plans, Standard Specifications, Addenda, Change Orders, Supplemental Agreements, and the complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project. The Contract Documents are attached hereto and incorporated herein by reference. In the event of any conflict between the terms of this Contract and any incorporated documents, the terms of this Contract shall control. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all of the documents. For purposes of this Contract, the capitalized term "Bid Book" means and refers to the bound set of Bidding Documents which were originally made available to prospective Bidders beginning on August 11, 2014 as per the City's Notice Inviting Bids for the Project.
2. **Scope of Services.** Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as SOUTHLAND STEEL SITE REMEDIATION PROJECT ("Project"), as described in this Agreement and in the Contract Documents, which are on file with the Department of Public Works and incorporated herein by this reference, including miscellaneous appurtenant work. All work shall be performed in accordance with the latest edition of the Standard Specifications for Public Works Construction (commonly known as the "Greenbook"), including supplements, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Associated General Contractors of California (collectively "Standard Specifications"), which is incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and incorporated documents, the terms of this Agreement shall control.
3. **Extra Work.** Extra work, when ordered in writing by the City's Construction Manager and accepted by the Contractor, shall be paid for under written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between the Contractor and the City's Construction Manager. All extra work shall be adjusted daily upon report sheet furnished by the Contractor, prepared by the City's Construction Manager, and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done.
4. **Effective Date.** This Agreement is effective as of the date listed above, and shall remain in full force and effect until Contractor has rendered the services required by this Agreement.

Former Southland Steel Site Remediation Project

5. Force Majeure. Neither the City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of the public enemy, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

6. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of **Eight Hundred Seventy Thousand Nine Hundred Eighty Two dollars (\$870,982)** in accordance with the prices as submitted in Contractor's Proposal, attached hereto as Exhibit "A" and incorporated herein by this reference.

7. Payments. City shall make payments within thirty (30) days after receipt of undisputed and properly submitted payment requests from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days, after receipt and shall explain in writing the reasons why the payment request is not proper.

A payment shall be made as the City Council of the City prescribes upon estimates approved by the City Council. However, progress payments shall not be made in excess of ninety-five percent (95%) of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the City, and unused. The City shall withhold not less than five percent (5%) of the Agreement price until final completion and acceptance of the Project. However, at any time after fifty percent (50%) of the work has been completed, if the City Council of the City finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual work completed.

8. Substitute Security.

a. At the written request and expense of Contractor, securities equivalent to any moneys withheld by the City to ensure performance under this Agreement shall be deposited with the City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of the Agreement, the securities shall be returned to Contractor.

b. Alternatively, Contractor may request that the City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this Section.

c. Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which Contractor and the City mutually agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

d. If Contractor elects to receive interest on moneys withheld in retention by the City, it shall, at the request of any subcontractor performing more than five percent (5%) of Contractor's total bid, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the

subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d), which is incorporated herein by this reference.

e. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f), which is incorporated herein by this reference.

9. Taxes. Contractor shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Exhibit "A."

10. Time. Upon receipt of written Notice to Proceed from the City, Contractor shall perform with due diligence the services requested by the City as specified in the Bid Documents. Time is of the essence in this Agreement. All work under this Agreement shall be completed no later than _____, 2014.

11. Unresolved Disputes. In the event that a dispute arises between the City and Contractor regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the work, Contractor shall notify City promptly of its intention to submit a claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Contractor shall proceed with such work in compliance with the instructions of the City; such compliance shall not be a waiver of the Contractor's rights to make a claim, provided they have notified the City in writing as above stipulated. In the event of any dispute or controversy with the City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters. Public Contract Code Sections 20104 et seq. and City of Huntington Park procedures for claims against the City shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

12. Default and Remedies.

a. Default shall consist of any failure by the Contractor to perform under this Agreement or written amendments thereto or any breach of any covenant, agreement, provision or warranty provided by the Contractor as a part of this Agreement. Actions which constitute a default include, but are not limited to: (1) failure to submit to the City reports which are required pursuant to this Agreement or the submission of required reports that are incorrect or incomplete; (2) submission of requests for payment or reimbursement of amounts that are incorrect or incomplete; (3) the failure of Contractor to accept any additional conditions which may be required by law, by executive order, by regulation or by other policy announced by the City, the state or any federal agency; or (4) failure to perform any activity required by this Agreement.

b. Upon occurrence of any default, the City shall advise Contractor in writing of the action constituting the default, and specify the actions that must be taken to cure the default. The City may suspend payment under the Agreement. If Contractor does not cure the default within thirty (30) days of receipt of written notice from the City, the City may continue the suspension or, by written notice of termination, may terminate this Agreement.

c. Notwithstanding the above, Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of any default or breach of the Agreement, and the City may deduct the

amount of damages from any outstanding payments to Contractor or may withhold payments until such time as the exact amount of the damages is determined.

13. Termination.

a. The City may cancel this Agreement at any time with or without cause without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

b. If federal funding for this Agreement is terminated and no other funding is available for continuation of this project, the City will not be obligated to continue funding for the services contained in this Agreement and may terminate the Agreement.

c. In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or purchased by the Contractor pursuant to this Agreement shall, at the option of the City, become the City's property, and Contractor shall be entitled to receive just and equitable compensation, as determined by the City, for any work satisfactorily completed hereunder.

14. Indemnity.

a. Contractor's Duty. To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, volunteers, agents, successors, assigns, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, proceedings, suits, losses, bid protests, stop notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of or incident to any act, failure to act, error or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising out of the Agreement, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Further, Contractor shall appoint competent defense counsel approved by the City Attorney at Contractor's own cost, expense and risk, to defend any and all such Claims that may be brought or instituted against Indemnitees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable.

b. Bid Protests. In addition to its obligations pursuant to Section 14(a), Contractor shall reimburse the City for all attorneys' fees and costs incurred by City in connection with, arising out of or incident to any bid protest.

c. Civil Code Exception. Nothing in Section 14(a) shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the Agreement is subject to Civil Code section 2782(a) or the City's active negligence to the limited extent that the Agreement is subject to Civil Code section 2782(b).

d. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they 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 indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

e. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

f. Survival. The provisions of this Section 14 shall survive the termination of this Agreement and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against a Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

15. Record-Keeping and Reporting.

a. Records to be Kept. Records shall be maintained in accordance with the requirements prescribed by the Environmental Protection Agency ("EPA") or the City with respect to all matters covered by this Agreement. Such records shall be maintained for a period of three (3) years after receipt of the final payment under this Agreement. Additionally, pursuant to Government Code Section 8546.7, Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Agreement.

b. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents. All documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

c. Inspection of Records. At any time during normal business hours and as often as City, EPA and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available to any of these entities for examination all of its records, with respect to all matters covered by this Agreement, and will permit any of these entities to audit, examine and make excerpts or transcripts from such records, including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this Agreement.

16. Lobbying Certifications. The Federal Lobbyist Requirements Certification is attached hereto and incorporated herein by this reference. Contractor shall complete and file this Certification as required by the City.

17. Utilities. The City acknowledges its responsibilities under Government Code section 4215 and incorporates that section herein by this reference.

18. Location of Existing Elements. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment and/or hand trenching.

19. Antitrust Claims. Pursuant to Public Contract Code Section 7103.5, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

20. Independent Contractor. Contractor is and shall at all times remain, as to the City, a wholly independent contractor. Neither the City nor any of its agents shall have control over the conduct of Contractor or any of the Contractor's employees, except as herein set forth, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to the City in such a manner and to such persons, firms, or corporations at the Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor to comply with applicable workers' compensation laws. The City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to the City from Contractor as a result of its failure to promptly pay to the City any reimbursement or indemnification arising under this Section.

21. Workers' Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to under take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

22. Subcontracting. Contractor shall adhere to all provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 *et seq.*, which is incorporated herein by this reference.

23. Debarred, Suspended or Ineligible Contractors. Contractor shall not be, and shall ensure all subcontractors are not, debarred, suspended or placed in eligibility status under the provisions of 24 C.F.R.

Part 24 throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractor pursuant to California Labor Code sections 1777.1 or 1777.7.

24. Anti-Discrimination. Contractor shall adhere to all federal discrimination requirements, including Executive Order 11246, as listed in the Federal Discrimination Provisions, which is attached hereto and incorporated herein by this reference. Contractor shall also adhere to the Equal Employment Opportunity Regulations for Federally Assisted Construction Contracts, which is attached hereto and incorporated herein by this reference. Contractor shall ensure equal opportunity to all persons without regard to race, color, gender, sexual orientation, religion, national origin, ancestry, age, marital status, or disability.

25. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

26. Civil Rights. The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision binds the Contractor from the bid solicitation period through the completion of the contract. This provision shall be inserted in all subcontracts, subleases and other agreements at all tiers.

27. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract relative to nondiscrimination on the grounds of race, color or national origin.

28. Conflicts of Interest.

a. Contractor agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

b. No official, officer, employee, or agent of the City or Contractor shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said officials, officers, employees, and agents are similarly barred from having any financial interest in the program.

29. Third Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

30. Davis-Bacon Act, Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. City and Contractor acknowledge that this is a federally assisted construction contract and that federal labor standards provisions, including prevailing wage requirements of the Davis-Bacon Act ((40 U.S.C. 276 a to a.7) as supplemented by Department of Labor Regulations (29 CFR Part 5)) and related acts, are incorporated by this reference and will be enforced. Contractor

understands that in the event of a conflict between the Federal General Wage Decision as established by the United States Department of Labor (available at www.access.gpo.gov/davisbacon/ca.html) and the State General Prevailing Wage Determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>), the higher of the two will prevail. The rates per diem for each type of worker are on file with the Public Works Director at City Hall at the address listed below, and are available to anyone upon request.

31. Contract Work Hours and Safety Standards Act. In employing mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 USC §§ 327 *et seq.*), as supplemented by Department of Labor Regulations contained in 29 C.F.R. Parts 3, 5 and 5a. Contractor shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than forty (40) hours in that workweek, except as provided in the Contract Work Hours and Safety Standards Act. When a violation occurs, Contractor is liable to the affected employee for the employee's unpaid wages and to the City for liquidated damages equal to ten dollars (\$10) for each calendar day on which the individual was required or permitted to work in excess of the standard workweek without payment of the overtime wages required by this chapter.

32. Federal Labor Provisions.

A. Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor obtained by City, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Contractor and all subcontractors shall include the name of the City employee or official responsible for monitoring compliance with DB on the poster.

(ii)(A) Contractor and all subcontracts entered into under this Agreement shall provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.

The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination: and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the City agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the City to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the City do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

C. Withholding. The City, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of

wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of wages required by the contract, EPA may, after written notice to the Contractor, or City take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

D. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City for transmission to the EPA, if requested by EPA, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the City.

(B) Each payroll submitted to the City shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following;

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages

earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph C.(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph C.(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the Contractor, City, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

E. Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice

prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event, the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

F. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

G. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

H. Contract Termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

I. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

J. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes

shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors), the City, borrower or subgrantee and EPA, the U.S. Department of Labor, or the employees or their representatives.

K. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

33. Overtime.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for Unpaid Wages and Liquidated Damages. The City, ("City") upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

34. California Labor Provisions.

a. Public Work

Contractor acknowledges that the Project is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all Work on the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

b. Copies of Wage Rates

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work on this Project, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.

c. Failure to Pay Prevailing Rates

Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.

d. Payroll Records

Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

e. Apprentices

Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

f. Debarment or Suspension

Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor or any subcontractor becomes debarred or suspended throughout the duration of the Project, Contractor shall immediately notify City.

g. Hours

Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 1/2 times the basic rate of pay.

h. Subcontractors

For every subcontractor who will perform Work on the Project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of the provisions in this Section 35 and a requirement that each subcontractor shall comply with those provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

i. Prevailing Wage Indemnity

To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 35 by any person (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section 35.i shall survive termination of the Contract.

35. Energy Conservation Requirements. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

36. Clean Air/Clean Water Requirements. The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

37. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement. Contractor acknowledges that funding for this Agreement includes funds provided by the Environmental

Protection Agency and the California Department of Toxic Substances Control, and agrees to comply with all regulations and lawful orders arising from that funding.

38. Bonds. Contractor shall obtain faithful performance and payment bonds, each in an amount that is not less than the total compensation amount of this Agreement, and nothing in this Agreement shall be read to excuse this requirement. Contractor shall also obtain a one-year warranty bond in an amount that is not less than the total compensation amount of this Agreement and in a form approved by the City Attorney and shall deliver this bond to the City before the City's acceptance of the project; alternatively, the Contractor shall submit written evidence from the surety of an extension to its performance bond, to be effective for a year after acceptance by the City, and shall submit this extension before the City's acceptance of the Project. All bonds shall be provided by a California admitted surety insurer.

39. Ownership of Documents and Work Product.

a. All final documents, plans, specifications, reports, information, data, exhibits, photographs, images, video files and media created or developed by Contractor pursuant to this Agreement ("Written Products") shall be and remain the property of the City without restriction or limitation upon its use, duplication or dissemination by the City. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Contractor shall not obtain or attempt to obtain copyright protection as to any Written Products. Contractor hereby assigns to the City all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in the City pursuant to this paragraph. Contractor hereby also assigns to the City all ownership and any and all patent and other rights in any discovery or invention that arises out of or is developed in the course of Contractor's performance of this Agreement.

b. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Agreement, and that the City has full legal title to and the right to reproduce the Written Products. Contractor shall defend, indemnify and hold the City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Written Products is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Agreement. In the event the use of any of the Written Products or other deliverables hereunder by the City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

c. Upon termination, abandonment or suspension of the Project, the Contractor shall deliver to the City all Written Products and other deliverables related to the Project without additional cost or expense to the City. If Contractor prepares a document on a computer, Contractor shall provide City with said document both in a printed format and in an electronic format that is acceptable to the City.

40. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.
41. Non-Assignability; Subcontracting. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without the City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.
42. Applicable Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.
43. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
44. Authority. The person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
45. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements.
46. Amendment. The City or Contractor may only modify or amend this Agreement or any provision herein in a writing signed by both parties which expressly refers to this Agreement. The City may, at its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amount, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as a part of this Agreement, such modifications will be incorporated only by written amendments signed by both the City and Contractor.
47. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.
48. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the City of any payment to Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

49. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City: City of Huntington Park
Attention: Julio Morales, Interim City Manager
6550 Miles Avenue
Huntington Park, CA 90255

To Contractor: Innovative Construction Solutions, Inc.
John R. White, Vice-President
4011 W. Chandler Avenue, Santa Ana, CA 92704

50. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

51. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

CITY OF HUNTINGTON PARK

By: _____

Mayor

ATTEST:

By: _____

City Clerk

CONTRACTOR:

By: _____

Printed Name: _____

Date: _____

By: _____

Printed Name: _____

Date: _____

The signature(s) of Contractor must be acknowledged before a Notary Public, using the proper form of acknowledgment.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

FEDERAL DISCRIMINATION PROVISIONS

Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

- A. **Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 20000d), as amended by the Equal Employment Opportunity Act of 1972**, which provide that no person shall, on the ground of race, color, national origin, or sex, be excluded from employment or participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- B. **Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794)** which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance, and **Section 503 of the Rehabilitation Act of 1973**, which provides for affirmative action to employ and advance qualified disabled people
- D. **Age Discrimination Act of 1975, as amended (42 U.S.C. 6101)** which provides that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.
- E. **Americans with Disabilities Act of 1990, as amended, (42 U.S.C. 12101) and regulations at 28 CFR Part 35 and 29 CFR Title 1630**, which provides prohibits discrimination based on disability, and **Architectural Barriers Act of 1968**, which requires buildings assigned for public use to be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities.
- F. **Executive Order 11246, as amended by Executive Order 12086, and regulations in 41 CFR 60**, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions in this nondiscrimination clause.
 - 2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - 3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advertising the labor union or worker's representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency, and may direct the subcontractor or vendor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Equal Employment Opportunity Regulations

NONDISCRIMINATION:

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more)

Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Contractor's project activities under this contract. The Equal Opportunity Construction Contractor Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO.

The Contractor will work with the awarding agency and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

The Contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

EEO OFFICER:

The Contractor will designate and make known to the awarding agency an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

DISSEMINATION OF POLICY:

All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.

All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.

All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority employees.

Notices and posters identifying the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The Contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

RECRUITMENT OF EMPLOYEES:

When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

The Contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT:

The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

Disadvantaged business enterprises (DBE) as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. The Contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

The Contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

EEO RECORDS AND REPORTS:

The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives. The records kept by the Contractor shall document the following:

The number of minority and non-minority group members and women employed in each work classification on the project;

The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

NONSEGREGATED FACILITIES:

Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.

By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the EEO provisions of this contract. The Contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

As used in this certification, the term "segregated facilities" refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking).

The Contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

FALSIFICATION OF DOCUMENTS:

The falsification of any of the above certifications may subject the Contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

The Contractor or subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the awarding agency, EPA or DOL, or all may, after written notice to the Contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds of debarment action pursuant to 29 CFR 5.12.



CITY OF HUNTINGTON PARK

ADDENDUM NO. 1

ADDENDUM DATE: AUGUST 20, 2014

TO: ALL PROSPECTIVE BIDDERS (SENT VIA EMAIL)

FROM: KEN FREDIANELLI, GEOSYNTEC CONSTRUCTION MANAGER FOR
THE CITY OF HUNTINGTON PARK SOUTHLAND STEEL SITE
REMEDICATION PROJECT

**PROJECT
TITLE/DESCRIPTION:** **FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT**

SUBJECT: ADDENDUM NO. 1

ADDENDUM NO.1 relates to the above-referenced **FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT** (hereinafter, the "Project") which will be undertaken by the City of Huntington Park. This Addendum No. 1 shall be considered part of the bid documents, and provides the following revisions and/or information:

Pre-Bid Questions

Q1: Are portable scales required? Can the weights provided by the landfill be used for payment purposes?

A1: Disposal facility weights provided on the manifests by the facility would be acceptable for payment purposes. Portable scales are not required per se, the intent was to check haul trucks for overloading, and for payment. If overloading is confirmed by other means, then a portable scale will not be required.

Q2: How will the contractor's price address the potential for actual pay quantities to deviate from the quantities presented in the Form of Bid?

A2: The unit rates quoted by the Contractor will be applied to the actual quantities for payment. This is explained in the notes on the Form of Bid. The unit rate quoted by the Contractor will be used for both additions and deletions to the quantities. The total quantities listed in the Form of Bid are for the purpose of scale. The actual quantities will very likely be

different than the quantities listed in the Form of Bid. The Form of Bid, attached, has been revised to expand the explanation of the application of unit rates on this project.

Q3: Have any of the samples collected and analyzed for metals been subjected to a wet analysis (leach-ability)?

A3: No, the available data is silent on leach-ability analysis of soil impacted with metals. For the purpose of bidding, Bidders are directed to assume soil impacted with metals shall be disposed as California hazardous waste.

Q4: Will the Contractor be responsible for collecting confirmation soil samples from the eight designated excavation areas?

A4: No, it is anticipated the CM will actually provide the sample containers (via laboratory) and collect the samples. Contractor may be asked to assist. CM will collect samples, complete the chain-of-custody, preserve and transport samples to the laboratory, receive analytical results from the laboratory, and report status to Contractor.

Q5: Will the laboratory analysis of the confirmation samples be conducted on a standard turnaround time?

A5: Currently, laboratory analytical turnaround times are planned for standard turnaround. If a "rush" is requested by the Contractor due to logistics, the CM will accommodate the request.

Q6: Is the Contractor required to provide full time 24 hours/7 days a week onsite security?

A6: No, security during working hours is the Contractor's responsibility for the purpose of controlling those who access the work areas (site) and protect the Contractor's assets. The Site is currently utilized by Nick Alexander BMW mostly for parking cars. Mr. Alexander maintains 24/7 onsite security and will continue operations in other parts of the property during remediation work.

Q7: The Scope of Work describes temporary fencing as a Contractor's responsibility. The existing site appears to be fenced. What fencing will be required?

A7: Temporary fencing will be required to separate the work area inside Warehouse Building No. 1, Excavation Area 6 and a portion of Area 4, from the intended continued operations of Nick Alexander BMW inside that building. New vehicles are detailed prior to sale in the building. It is anticipated the detailing operations will continue while the Southland Steel Site Remediation Project is ongoing. Additional fencing to separate other work areas from the ongoing operations is at Contractor's discretion. The vehicles parked on the Site will be relocated for the Remediation Project.

Q8: Are drawings available showing the dimensions of the foundations for the former buildings on the site or are they known?

A8: No, the prior building foundation configurations are not known and there are no drawings available depicting them.

Scope of Work Additions/Deletions/Clarifications

In addition to the information presented above, the Former Southland Steel Remediation Project Scope of Work, Technical Specifications, Attachment A, Revision 0 will be revised to reflect the following scope of work changes. The Form of Bid was also revised to reflect the changes made to the scope of work. The revised Form of Bid is attached to this Addendum.

1. **Add the preservation of monitoring wells W2-37 and CY-23** to the Contractor's scope of work. Well preservation includes protection from mechanical damage, keeping contaminated material out of the well and restoration of the well to match pavement elevation and replacement of the well surface completion. The elevation of the restored well shall be surveyed and the information submitted to the CM. The Form of Bid has been revised to add well preservation.
2. **Add as-built Land Survey to Contractor's scope of work.** Restored well elevations (see number 1 above) and actual, final locations of excavated areas including length, width, and elevation of the bottom of the excavation presented in mean sea level. Coordinates shall be provided of the as-built locations of the corners of the excavation. Survey will also be required for measurement of payment quantities. The Form of Bid has been revised to add as-built land survey.
3. **The Form of Bid has been revised to delete the reference to installing 4 groundwater monitoring wells.** The installation of the 4 groundwater monitoring wells is not in this remediation scope of work. Other clarifications and revisions were made to the Form of Bid, attached.
4. **Add topographic drawing to the List of Technical Specifications.** A topographic drawing (Figure 1) of the site as it currently exists has been prepared with 1-foot contour lines. The topographical drawing is attached to this Addendum No. 1. A table is included in Figure 1 listing the survey coordinates for the corners of the eight prescribed excavation areas to assist in layout. The topographical drawing may also be useful to the Contractor in developing his Storm Water Pollution Prevention Plan.
5. **Change number of street sweeping days from 6 to 8.** Form of Bid, attached, revised accordingly. Assumes 2 sweeps per week for a duration of 4 weeks.
6. **Clarification of the applicability of Davis-Bacon Act and prevailing wage requirements.** This project is funded by both State and Federal funds. Both Davis-Bacon Act and prevailing wage requirements shall apply. The following documents are attached for clarification of the requirements and information, including the applicable Salary

Schedule: Federal Labor Standards Provisions, U.S. Department of Housing and Urban Development Labor Handbook 1334.1; Davis-Bacon Standards, U.S. Department of Housing and Urban Development Labor Relations Desk Guide LR01.DG; and, Salary Schedule.

7. **Clarification of licensing requirements.** The licensing requirements for the Bidder, issued by the California Contractors State License Board (CSLB) presented in the NOTICE INVITING SEALED BIDS FOR THE FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT, Submittal of Bids, page 2, shall be revised to be consistent with the INSTRUCTIONS TO BIDDERS, Section 00100. Bidders shall possess a Class A contractor's license issued by CSLB with hazardous substance removal certification at the time of bid submittal.
-

ADDENDUM NUMBER 1

LIST ATTACHMENTS

FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT

DOCUMENT NUMBER	DOCUMENT NAME	REVISION/ DATE
00300	Form of Bid	1
Figure 1	Site Grading Plan (topographical drawing added, only, 1 sheet)	Aug 2014
Handbook 1334.1	Federal Labor Standards Provisions	6/2009
LR01.DG	Davis Bacon Labor Standards	Jan 2012
CA 140033	Salary Schedule	8/8/14

Dated August 20, 2014

City of Huntington Park



Ken Fredianelli

Geosyntec, on behalf of City of Huntington Park

Southland Steel Site Remediation Project Construction Manager

END OF ADDENDUM NO. 1

Failure to include in the bid submittal a copy of all addenda, each with the Bidder's signature acknowledging receipt of the addendum, will be considered sufficient reason for rejection of the bid.

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGING RECEIPT OF ADDENDUM:
(MUST BE SIGNED)

SIGNATURE

PRINT NAME

DATE

Name of Bidder (Firm Name)

SECTION 00300

FORM OF BID

revision 1 (Addendum No. 1)

As referenced under the opening paragraph of the Instructions to Bidders, the Primary Elements of the **"Former Southland Steel Site Remediation Project"** (hereinafter, the "Project") are as follows: Work to be done consists of all labor, materials, and equipment necessary for the remediation of soil. Remediation includes excavation (approximately 3,750 cubic yards) of shallow soils impacted with metals, VOCs, and PAHs; investigation and potential excavation of soil vapor impacted soil (approximately 250 cubic yards); transportation and disposal of excavated soil to a landfill; supply, placement, and compaction of backfill; restoration of concrete and asphalt paving; and decontamination of tools and equipment. The undersigned proposes to furnish all materials, labor, and equipment required to complete the Project for the City of Huntington Park, in accordance with the Contract Documents, including addenda thereto, if any, adopted by the City Council, and on file in the office of the City Engineer, as follows:

Former Southland Steel Site Remediation Project

BASE BID:

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	MOBILIZATION INCLUDING SUBMITTALS	1	LS		
2	STORMWATER MANAGEMENT & CONSTRUCTION BMPs	1	LS		
3	TEMPORARY FENCING AND SECURITY	1	LS		
4	SAW CUTTING OF EXISTING PAVING	5,000	LF		
5	DEMOLISH PAVING	22,000	SF		
6	TRANSPORTATION AND DISPOSAL OF PAVING DEBRIS	850	TON		
7	EXCAVATION OF SHALLOW SOILS INCLUDING ODOR AND DUST CONTROL, HANDLING AND STOCKPILE MAINTENANCE, AIR AND RULE 1166 MONITORING	3,750	CY		
8	SOIL VAPOR INVESTIGATION	3	EA		
9	EXCAVATION OF SOIL WITH SOIL VAPOR INCLUDING DUST AND ODOR CONTROL, HANDLING AND STOCKPILING	250	CY		

Form of Bid

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Amount
9	LOADING AND TRANSPORTATION OF CONTAMINATED SOIL	5,900	TONS		
10	DISPOSAL OF CONTAMINATED SOIL AT LANDFILL	5,900	TONS		
11	IMPORT FILL, PLACE, AND COMPACT (IN PLACE QTY.)	3,750	CY		
12	CONCRETE PAVING RESTORATION	22,000	SF		
13	ASPHALT PAVING RESTORATION	200	SF		
14	LAND SURVEY AND AS-BUILT RED-LINES	1	LS		
15	STREET SWEEPING CITY STREETS	8	DAY		
16	DEMOBILIZATION AND DECONTAMINATION	LOT	LS		
17	PROTECT AND RESTORE GW WELLS W2-37 AND CY-23	2	EA		

TOTAL AMOUNT BASE BID (ITEMS 1 THRU 17) \$ _____

TOTAL AMOUNT IN WORDS _____

NOTE: Any alteration or addition to the Form of Bid may invalidate it and cause the City to reject the bid as nonresponsive. All blank spaces shall be filled out completely. Line out any applicable blanks. An incomplete form may invalidate bid. The City, at its sole discretion, reserves the right to waive any informality or to reject any or all bids or to accept any alterations.

Quantities are estimated. Actual quantities may vary. Contractor will be paid based upon actual installed quantities as agreed to by the Construction Manager. The rate to be applied to the actual quantities will be the Unit Rates quoted above. Installed quantities shall be measured by land survey provided by the Contractor, or as otherwise agreed to by the Construction Manager. Quantities for items not installed, for instance transportation and disposal of contaminated soil, will require documentation for verification by the Construction Manager. In the case of transportation and disposal to a landfill, the weights entered onto the hazardous waste manifests by the landfill upon receipt will be the basis for payment.

I (We) certify that on _____, 20____, License No. _____, license classification(s) _____, was issued to me (us), in the name of _____, by the Contractors' State License Board, pursuant to California Statutes of 1929, as amended, and that said license has not been revoked.

Firm Ownership Information Check where applicable:

1.	☐ An individual	If a co-partnership or joint venture, list names of individuals comprising same below
	☐ A corporation. Name state or territory of Incorporation: _____	
2.	☐ A co-partnership	_____
	☐ A joint venture	_____

Date signed _____, 2014

Respectfully submitted,

Place _____
City and State

Firm Name (if applicable)

Bidder's address and telephone:

Number and Street

Signature

City and State

Title

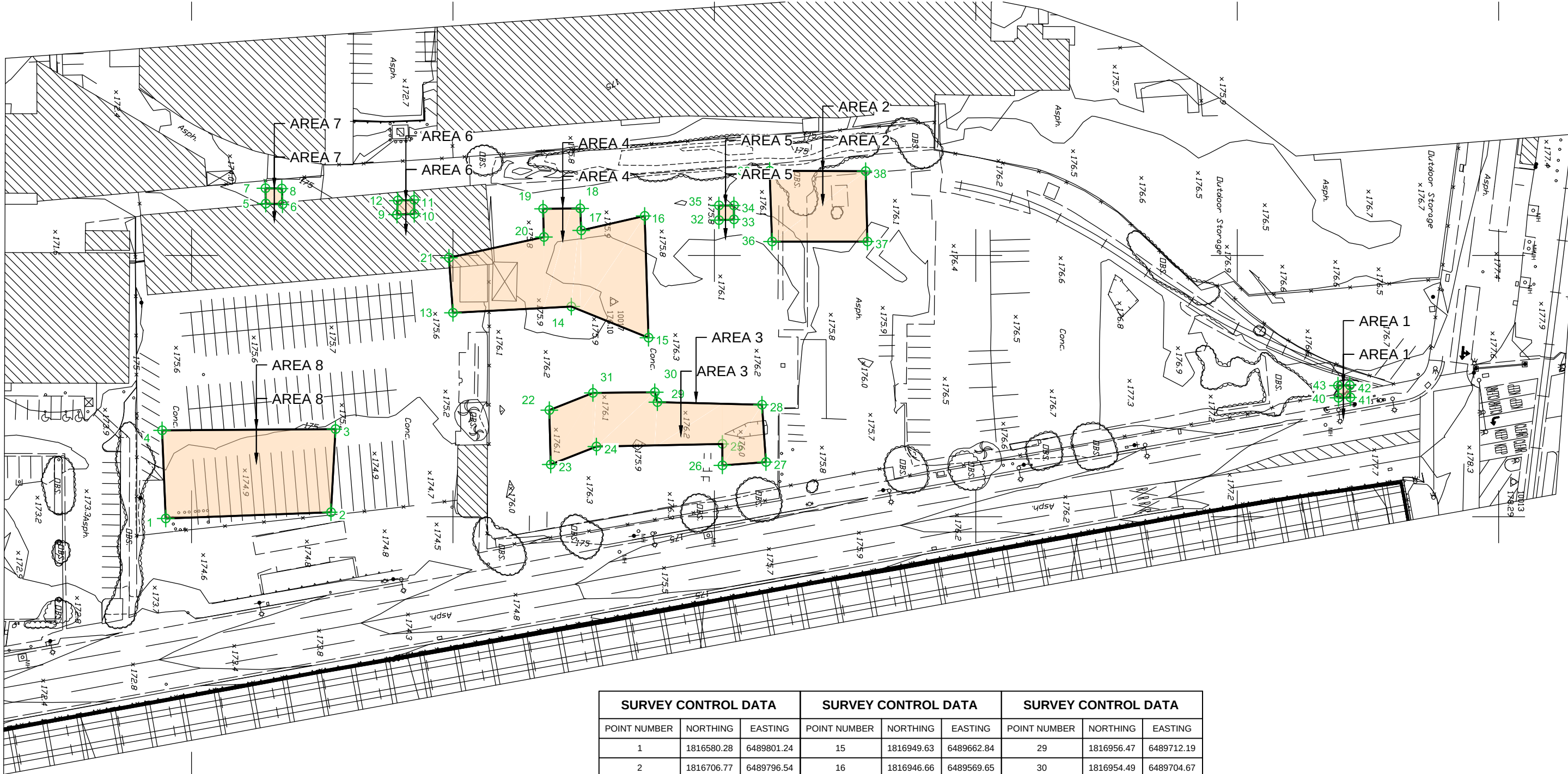
Telephone

Signature

Fax

Title

N:\CADD\FORMER SOUTHLAND STEEL FACILITY\VFSSF - HC1479\Figures\1479F003.dwg 8/18/14 08:54 sherdy



LEGEND



EXCAVATION AREA

SURVEY CONTROL DATA			SURVEY CONTROL DATA			SURVEY CONTROL DATA		
POINT NUMBER	NORTHING	EASTING	POINT NUMBER	NORTHING	EASTING	POINT NUMBER	NORTHING	EASTING
1	1816580.28	6489801.24	15	1816949.63	6489662.84	29	1816956.47	6489712.19
2	1816706.77	6489796.54	16	1816946.66	6489569.65	30	1816954.49	6489704.67
3	1816710.14	6489732.91	17	1816898.18	6489580.81	31	1816907.09	6489705.13
4	1816577.58	6489733.83	18	1816897.31	6489563.90	32	1817003.51	6489572.90
5	1816656.82	6489560.28	19	1816868.93	6489564.23	33	1817014.96	6489572.41
6	1816669.59	6489560.80	20	1816869.63	6489585.83	34	1817015.00	6489561.73
7	1816656.58	6489548.56	21	1816797.03	6489601.66	35	1817003.54	6489561.70
8	1816669.09	6489548.83	22	1816873.76	6489718.33	36	1817044.22	6489589.25
9	1816757.21	6489568.59	23	1816874.89	6489759.98	37	1817117.15	6489589.31
10	1816770.49	6489568.06	24	1816909.77	6489746.23	38	1817115.78	6489535.42
11	1816770.27	6489557.38	25	1817006.10	6489744.24	39	1817042.32	6489535.11
12	1816757.77	6489557.90	26	1817006.18	6489760.65	40	1817477.43	6489708.93
13	1816799.98	6489643.79	27	1817039.47	6489758.14	41	1817486.52	6489708.60
14	1816890.53	6489639.06	28	1817036.47	6489714.18	42	1817486.19	6489699.44
						43	1817477.03	6489699.49



SITE TOPOGRAPHY AND GRADING PLAN
SOUTHLAND STEEL FACILITY
HUNTINGTON PARK, CALIFORNIA

Geosyntec
consultants

Figure
1

Project No: HC1479

August, 2014

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

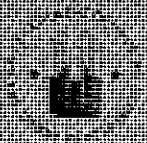
(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LRDLDG

DAVIS-BACON

LABOR STANDARDS

*A Contractor's Guide
to Prevailing Wage Requirements
for Federally-Assisted Construction Projects*

*January 2012
Previous versions obsolete*

INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations on-line:

<http://www.hud.gov/offices/olr>

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

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CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 DAVIS-BACON AND OTHER LABOR LAWS.

- a. **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

- b. **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts **except** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of \$100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

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- c. **The Copeland Act (Anti-Kickback Act).** The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.
 - d. **The Fair Labor Standards Act (FLSA).** The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 DAVIS-BACON REGULATIONS.

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7.*** Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29.htm

1-3 CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

- a. The labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts $\leq$ \$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:
www.hud.gov/offices/adm/hudclips/index.cfm

- b. Davis-Bacon Wage Decisions. The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
<http://www.wdol.gov>

1-4 **RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR**

The principal contractor (also referred to as the ***prime or general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

To make this Guide easier to understand, the term "prime contractor" will mean the principal contractor; "subcontractor" will mean all subcontractors including lower-tier subcontractors; and the term "employer" will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 **RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.**

The **contract administrator** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see 2-6, ***Compliance Reviews***) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

WHERE TO START?

Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I - THE BASICS

2-1 THE WAGE DECISION.

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

- a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

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- b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

2-2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

- a. **Additional classification rules.** Additional classifications and wage rates can be approved if:
1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).
 2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
 3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,
 4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

-
- b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.
- c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

- d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 CERTIFIED PAYROLL REPORTS.

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

- a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

- b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:
www.dol.gov/whd/forms/wh347.pdf

- c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See tip box, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

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- d. **Payroll review and submission.** The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

- e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.
- f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 **DAVIS-BACON DEFINITIONS.**

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

- a. **Laborer or mechanic.** "Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.
1. **Working foremen.** Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.
 2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

- b. **Employee.** Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the Appendix).

- c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months - 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate on the applicable wage decision for that craft.

1. **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.
2. **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is not considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.
3. **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

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- d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.
1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.
- e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires \$10/hour basic rate plus \$5/hour fringe benefits, you must pay no less than that total (\$15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay \$15 in base wage with no fringe benefits, or you could pay \$12 basic plus \$3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying or \$9 basic plus \$6 fringe benefits, as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

- f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

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- g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to “kick-back” (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

Referring, again, to our example above where the wage decision requiring a \$15 total wage obligation (\$10 basic wage plus \$5 fringe benefits) was met by paying \$9 base wage plus \$6 fringe benefits. Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: \$15/hr (\$9 basic + \$6 fringe) plus \$5 (one-half of \$10, the wage decision basic rate) for a total of \$20 per hour.

- h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren't considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.
1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.
- i. **Site of work.** The “site of work” is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. “Site of work” can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II - REPORTING REQUIREMENTS

2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

- a. **Project and contractor/subcontractor information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.
- b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

- c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

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1. **Apprentices or trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.
 2. **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.
- d. **Hours worked.** The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.
- e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.
1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

The effective hourly rate must be reflected on the certified payroll and this hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the overtime rate would be: $(\$10 \times 1.5) + \$5 = \$20/\text{hour}$.

- f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

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- g. **Deductions.** Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

- h. **Net pay.** Show the net amount of wages paid.
- i. **Statement of compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

- j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6 COMPLIANCE REVIEWS.

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see 1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

- a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.
- b. **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

- a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.
- b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

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- c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.
- d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)
- e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.
- f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.
- g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:
1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at \$10 per day per violation. Or,
 2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.
- h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.
- i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

- j. **Fringe benefits.** If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred. However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.
- k. **Signature.** If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.
- l. **On-site interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction certified payroll report.
- m. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

2-8 RESTITUTION FOR UNDERPAYMENT OF WAGES.

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a certified payroll report.

- a. **Notification** to the Employer/Prime contractor. The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

- b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.
- c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

- d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.
- e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

to place in a deposit or escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

WHAT HAPPENS WHEN THINGS GO WRONG?

3-1 INTRODUCTION.

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

- a. Additional classifications and wage rates. Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.
 1. Reconsideration. The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

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2. **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by the DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

- b. **Findings of underpayment.** Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1. **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)
2. **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 **WITHHOLDING.**

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

3-4 DEPOSITS AND ESCROWS.

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

- a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.
- b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

1. If the employer is unable to make the payments to the workers, e.g., lacks the funds necessary, the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

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2. If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See 2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in 3-4(c), below.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

- c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 ADMINISTRATIVE SANCTIONS.

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

- a. **DOL debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.
- b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.
 1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

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2. **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of \$1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

ACRONYMS AND SYMBOLS

CDBG -	Community Development Block Grant
CFR -	Code of Federal Regulations
CPR -	Certified Payroll Report
CWHSSA -	Contract Work Hours and Safety Standards Act
DBA -	Davis-Bacon Act
DBRA -	Davis-Bacon and Related Acts
DOL -	Department of Labor
FHA -	Federal Housing Administration
FLSA -	Fair Labor Standards Act
HUD -	Housing and Urban Development (Department of)
IHA -	Indian Housing Authority
LCA -	Local Contracting Agency
LDP -	Limited Denial of Participation
O/T -	Overtime
PHA -	Public Housing Agency
S/T -	Straight-time
SAC -	State Apprenticeship Council/Agency
TDHE -	Tribally-Designated Housing Entity
§ -	Section
¶ -	Paragraph

DAVIS-BACON - RELATED WEB SITES*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

HUDClips (HUD Forms and Publications):
www.hud.gov/offices/adm/hudclips/index.cfm

DOL Davis-Bacon and Related Acts Homepage:
<http://www.dol.gov/whd/contracts/dbra.htm>

DOL Regulations:
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/whd/programs/dbra/forms.htm

***Web addresses active as of January 2012**

Project Wage Rate Sheet			U.S. Department of Housing and Urban Development Office of Labor Relations			
Project Name:				Wage Decision Number/Modification Number:		
Project Number:				Project County:		
Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Laborers Fringe Benefits		\$
Bricklayers			\$	Group #	BHR	Total Wage
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	Operators Fringe Benefits:		\$
Plumbers			\$	Group #	BHR	Total Wage
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Workers			\$			\$
Tapers			\$			\$
Tile Setters			\$	Truck Drivers Fringe Benefits:		\$
Other Classifications				Group #	BHR	Total Wage
			\$			
			\$			
			\$			
Additional Classifications (HUD Form 4230-A)						
Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Date of HUD Submission to DOL		Date of DOL Approval
			\$			
			\$			
			\$			

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

OMB No.. 1215-0149
Expires 12/31/2011

[illegible]

(b) (6), (b) (7)(C). The information contained herein is confidential as it contains information from a source who has provided information on a confidential basis and its disclosure could result in the identification of the source or the compromise of the source's ability to provide information in the future.

Public Budget Statement

We estimate that it will take an average of 35 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 33502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

1990

Date _____

(Name of Signatory Party)

(Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____

(Contractor or Subcontractor)

on the _____

that during the payroll period commencing on the _____

(Building or Work)

day of _____ and ending the _____ day of _____

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

(Contractor or Subcontractor)

from the full _____

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (43 Stat. 948, 63 Stat. 108, 72 Stat. 937, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ -- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ -- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

General Decision Number: CA140033 08/08/2014 CA33

Superseded General Decision Number: CA20130033

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/10/2014
2	01/24/2014
3	01/31/2014
4	02/21/2014
5	03/14/2014
6	05/09/2014
7	05/23/2014
8	06/06/2014
9	06/20/2014
10	07/04/2014
11	07/11/2014
12	07/18/2014
13	07/25/2014
14	08/01/2014
15	08/08/2014

ASBE0005-002 06/30/2014

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 35.44		19.36
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 24.34		16.09

ASBE0005-004 06/24/2013

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes		

preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....\$ 16.95 10.23

BOIL0092-003 10/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 41.17	28.27

* BRCA0004-007 05/01/2014

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 37.74	13.85

*The wage scale for prevailing wage projects performed in
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
Palms, Needles and 1-15 corridor (Barstow to the Nevada
State Line) will be Three Dollars (\$3.00) above the
standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2014

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.45	11.38
TILE FINISHER.....	\$ 23.78	9.84
TILE LAYER.....	\$ 35.14	14.33

BRCA0018-010 09/01/2013

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	10.34
TERRAZZO WORKER/SETTER.....	\$ 33.63	11.13

CARP0409-001 07/01/2010

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 37.35	11.08
(2) Millwright.....	\$ 37.85	11.08
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 37.48	11.08
(4) Pneumatic Nailer,		

Power Stapler.....	\$ 37.60	11.08
(5) Sawfiler.....	\$ 37.44	11.08
(6) Scaffold Builder.....	\$ 28.55	11.08
(7) Table Power Saw Operator.....	\$ 37.45	11.08

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

CARP0409-005 07/01/2010

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	6.67

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

ELEC0011-004 01/27/2014

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....	\$ 39.45	24.80
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV, and Underground Systems)		
Journeyman Transportation Electrician.....	\$ 39.20	25.04
Technician.....	\$ 29.40	24.75

FOOT NOTE:

CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:

Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical, telephone, cable television and communication systems. Pulling, termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.

TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

 * ELEC0011-005 11/25/2013

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 27.75	12.36
Technician.....	\$ 29.55	12.42

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data

systems

B. Sound and Voice Transmission/Transference Systems
Background-Foreground Music Intercom and Telephone
Interconnect Systems Sound and Musical Entertainment
Systems Nurse Call Systems Radio Page Systems School
Intercom and Sound Systems Burglar Alarm Systems
Low-Voltage Master Clock Systems Multi-Media/Multiplex
Systems Telephone Systems RF Systems and Antennas and Wave
Guide

C. *Fire Alarm Systems-installation, wire pulling and
testing.

D. Television and Video Systems Television Monitoring and
Surveillance Systems Video Security Systems Video
Entertainment Systems Video Educational Systems CATV and
CCTV

E. Security Systems, Perimeter Security Systems, Vibration
Sensor Systems
Sonar/Infrared Monitoring Equipment, Access Control Systems,
Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in
raceways performed at the current electrician wage rate and
fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC1245-001 06/01/2013

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 50.30		15.00
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 40.17		14.56
(3) Groundman.....\$ 30.73		13.48
(4) Powderman.....\$ 44.91		13.48

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 49.03		26.785

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-003 07/07/2014

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 39.05	22.25
GROUP 2.....	\$ 39.83	22.25
GROUP 3.....	\$ 40.12	22.25
GROUP 4.....	\$ 41.61	22.25
GROUP 5.....	\$ 41.86	22.25
GROUP 6.....	\$ 41.83	22.25
GROUP 8.....	\$ 41.94	22.25
GROUP 9.....	\$ 42.19	22.25
GROUP 10.....	\$ 42.06	22.25
GROUP 11.....	\$ 42.31	22.25
GROUP 12.....	\$ 42.23	22.25
GROUP 13.....	\$ 42.33	22.25
GROUP 14.....	\$ 42.36	22.25
GROUP 15.....	\$ 42.44	22.25
GROUP 16.....	\$ 42.56	22.25
GROUP 17.....	\$ 42.73	22.25
GROUP 18.....	\$ 42.83	22.25
GROUP 19.....	\$ 42.94	22.25
GROUP 20.....	\$ 43.06	22.25
GROUP 21.....	\$ 43.23	22.25
GROUP 22.....	\$ 43.33	22.25
GROUP 23.....	\$ 43.44	22.25
GROUP 24.....	\$ 43.56	22.25
GROUP 25.....	\$ 43.73	22.25
OPERATOR: Power Equipment		
(Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 40.40	22.25
GROUP 2.....	\$ 41.18	22.25
GROUP 3.....	\$ 41.47	22.25
GROUP 4.....	\$ 41.61	22.25
GROUP 5.....	\$ 41.83	22.25
GROUP 6.....	\$ 41.94	22.25
GROUP 7.....	\$ 42.06	22.25
GROUP 8.....	\$ 42.23	22.25
GROUP 9.....	\$ 42.40	22.25
GROUP 10.....	\$ 43.40	22.25
GROUP 11.....	\$ 44.40	22.25
GROUP 12.....	\$ 45.40	22.25
GROUP 13.....	\$ 46.40	22.25
OPERATOR: Power Equipment		
(Tunnel Work)		
GROUP 1.....	\$ 40.90	22.25
GROUP 2.....	\$ 41.68	22.25
GROUP 3.....	\$ 41.97	22.25
GROUP 4.....	\$ 42.11	22.25

GROUP 5.....	\$ 42.33	22.25
GROUP 6.....	\$ 42.44	22.25
GROUP 7.....	\$ 42.56	22.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-

propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional);

Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator,

operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type

(over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM.

Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

* ENGI0012-004 08/01/2014

Rates

Fringes

OPERATOR: Power Equipment
(DREDGING)

(1) Leverman.....	\$ 48.60	22.40
(2) Dredge dozer.....	\$ 42.63	22.40
(3) Deckmate.....	\$ 42.52	22.40
(4) Winch operator (stern winch on dredge).....	\$ 41.97	22.40
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 41.43	22.40
(6) Barge Mate.....	\$ 42.04	22.40

IRON0377-002 07/01/2013

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	17.74
Ornamental, Reinforcing and Structural.....	\$ 33.00	26.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-001 07/01/2014

	Rates	Fringes
Brick Tender.....	\$ 29.12	15.78

LABO0300-003 07/01/2014

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 35.74	16.48
GROUP 2.....	\$ 36.06	16.48
GROUP 3.....	\$ 36.52	16.48
GROUP 4.....	\$ 37.21	16.48
LABORER		
GROUP 1.....	\$ 30.19	16.48
GROUP 2.....	\$ 30.74	16.48

GROUP 3.....	\$ 31.29	16.48
GROUP 4.....	\$ 32.84	16.48
GROUP 5.....	\$ 33.19	16.48

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete

chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0300-005 01/01/2014

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 28.00	15.25

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2014

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 34.79	17.92
GROUP 2.....	\$ 33.84	17.92
GROUP 3.....	\$ 30.30	17.92

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2014

	Rates	Fringes
Laborers: (HORIZONTAL		
DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 31.65	13.33
(2) Vehicle Operator/Hauler.	\$ 31.82	13.33
(3) Horizontal Directional		
Drill Operator.....	\$ 33.67	13.33
(4) Electronic Tracking		
Locator.....	\$ 35.67	13.33
Laborers: (STRIPING/SLURRY		

SEAL)

GROUP 1.....	\$ 32.56	16.28
GROUP 2.....	\$ 33.86	16.28
GROUP 3.....	\$ 35.87	16.28
GROUP 4.....	\$ 37.61	16.28

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01414-001 08/07/2013

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 27.45	16.36
PLASTER TENDER.....	\$ 30.00	16.36

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2014

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 26.89	12.28
(2) All Other Work.....	\$ 30.27	12.28

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-006 01/01/2014

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary:		
Kern County Line to Hwy. #5, South of Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hsy. #14, South to Hwy. #18, East to Hwy. #395.....\$ 29.83		
		15.41
Remainder of Los Angeles County.....\$ 34.03		
		15.41

PAIN0036-015 06/01/2014

	Rates	Fringes
GLAZIER.....\$ 37.95		22.69

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2014

	Rates	Fringes
SOFT FLOOR LAYER.....\$ 29.85		12.56

PLAS0200-009 08/07/2013

	Rates	Fringes
PLASTERER.....\$ 36.11		13.13

PLAS0500-002 07/07/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 31.85		19.55

PLUM0016-001 07/01/2014

	Rates	Fringes
PLUMBER/PIPEFITTER		
Plumber and Pipefitter		

All other work except
work on new additions and
remodeling of bars,
restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft.
of floor space and work
on strip malls, light
commercial, tenant
improvement and remodel

work.....\$ 44.71 20.36

Work ONLY on new additions
and remodeling of bars,
restaurant, stores and
commercial buildings not
to exceed 5,000 sq. ft. of

floor space.....\$ 43.33 19.38

Work ONLY on strip malls,
light commercial, tenant
improvement and remodel

work.....\$ 34.59 17.71

PLUM0345-001 07/01/2014

	Rates	Fringes

PLUMBER

Landscape/Irrigation Fitter.	\$ 29.27	19.75

Sewer & Storm Drain Work....	\$ 33.24	17.13

ROOF0036-002 08/01/2014

	Rates	Fringes

ROOFER.....	\$ 35.02	13.57

FOOTNOTE: Pitch premium: Work on which employees are exposed
to pitch fumes or required to handle pitch, pitch base or
pitch impregnated products, or any material containing coal
tar pitch, the entire roofing crew shall receive \$1.75 per
hour "pitch premium" pay.

SFCA0669-013 07/01/2013

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT
PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS
OF LOS ANGELES:

	Rates	Fringes

SPRINKLER FITTER.....	\$ 34.19	19.37

SFCA0709-005 01/01/2014

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS
ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS
ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 40.61	24.02

SHEE0105-002 07/01/2014		

LOS ANGELES (South of a straight line between Gorman and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	\$ 24.47	9.32
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equipment.....	\$ 40.79	23.75

SHEE0105-003 07/01/2014		

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines) and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 40.79	23.75
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort....	\$ 40.79	23.75

SHEE0105-004 07/01/2014		

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

Rates	Fringes

SHEET METAL WORKER.....\$ 30.91 23.71

TEAM0011-002 07/01/2013

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 27.59	22.69
GROUP 2.....	\$ 27.74	22.69
GROUP 3.....	\$ 27.87	22.69
GROUP 4.....	\$ 28.06	22.69
GROUP 5.....	\$ 28.09	22.69
GROUP 6.....	\$ 28.12	22.69
GROUP 7.....	\$ 28.37	22.69
GROUP 8.....	\$ 28.62	22.69
GROUP 9.....	\$ 28.82	22.69
GROUP 10.....	\$ 29.12	22.69
GROUP 11.....	\$ 29.62	22.69
GROUP 12.....	\$ 30.05	22.69

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
El Centro Naval Facility, Fort Irwin, Marine Corps
Logistics Base at Nebo & Yermo, Mountain Warfare Training
Center, Bridgeport, Point Arguello, Point Conception,
Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2
axles; Traffic control pilot car excluding moving heavy
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3
axles; Boot person; Cement mason distribution truck; Fuel
truck driver; Water truck - 2 axle; Dump truck, less than
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire
person (\$0.50 additional for tire person); Pipeline and
utility working truck driver, including winch truck and
plastic fusion, limited to pipeline and utility work;
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,
6-1/2 yds. water level and over; Vehicle or combination of
vehicles - 4 or more axles; Oil spreader truck; Dump truck,
16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;
Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



CITY OF HUNTINGTON PARK

ADDENDUM NO. 2

ADDENDUM DATE: AUGUST 21, 2014

TO: ALL PROSPECTIVE BIDDERS (SENT VIA EMAIL)

FROM: KEN FREDIANELLI, GEOSYNTEC CONSTRUCTION MANAGER FOR
THE CITY OF HUNTINGTON PARK SOUTHLAND STEEL SITE
REMEDICATION PROJECT

PROJECT
TITLE/DESCRIPTION: **FORMER SOUTHLAND STEEL SITE REMEDIATION PORJECT**

SUBJECT: ADDENDUM NO. 2

ADDENDUM NO.2 relates to the above-referenced **FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT** (hereinafter, the "Project") which will be undertaken by the City of Huntington Park. This Addendum No. 2 shall be considered part of the bid documents, and provides the following revisions and/or information:

The Notice Inviting Sealed Bids for the Former Southland Steel Site Remediation Project shall be revised to change the bid date from August 26th to September 2, 2014 at 2 P.M.

Dated August 21, 2014

City of Huntington Park

A handwritten signature in blue ink, appearing to read "Ken Fredianelli", is written over a horizontal line.

Ken Fredianelli
Geosyntec, on behalf of City of Huntington Park
Southland Steel Site Remediation Project Construction Manager

END OF ADDENDUM NO. 2

Failure to include in the bid submittal a copy of all addenda, each with the Bidder's signature acknowledging receipt of the addendum, will be considered sufficient reason for rejection of the bid.

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGING RECEIPT OF ADDENDUM:
(MUST BE SIGNED)

SIGNATURE

PRINT NAME

DATE



CITY OF HUNTINGTON PARK

ADDENDUM NO. 3

ADDENDUM DATE: AUGUST 21, 2014

TO: ALL PROSPECTIVE BIDDERS (SENT VIA EMAIL)

FROM: KEN FREDIANELLI, GEOSYNTEC CONSTRUCTION MANAGER FOR
THE CITY OF HUNTINGTON PARK SOUTHLAND STEEL SITE
REMEDIATION PROJECT

**PROJECT
TITLE/DESCRIPTION:** **FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT**

SUBJECT: ADDENDUM NO. 3

ADDENDUM NO.3 relates to the above-referenced **FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT** (hereinafter, the "Project") which will be undertaken by the City of Huntington Park. This Addendum No. 3 shall be considered part of the bid documents, and provides the following revisions and/or information:

Response to Questions From Bidders

Q1: Is there a specification for the vapor probes that you'd like installed?

A1: Bidders are directed to the Final Draft Response Plan included in the bid package. Appendix C, Sampling and Analysis Plan, Section 4.1.1 in the Response Plan describes the materials of construction and provides installation requirements. No figure is provided.

Q2: Is all of the soil assumed to be CA-haz? If not, can a quantity be provided that is assumed to be non-haz and/or RCRA?

A2: Bidders are directed to Addendum No. 1, Q&A 3. To clarify further, bidders are to assume all soil will be transported to a landfill and will be characterized as California hazardous waste. If actual conditions differ, then a contract adjustment will be required.

Q3: In the Response Plan (page 44), it states that waste disposal profiling will be conducted by others. Please verify if the profile sampling is the Contractor's responsibility and if the sampling frequency stated on page 43 is mandatory.

A3: Bidders scope of work is presented in the RFP Attachment A, Scope of Work. Laboratory analysis will be provided by others at no cost to the Bidder. The disposal facility will require analytical results in order to profile the material for disposal at their facility or will request a sample for analysis by them. In the later scenario, the cost for analysis is will not be separately reimbursed unless included in the costs quoted at the time of bid. If the disposal facility will accept the laboratory analysis performed by others, then the matter is moot.

Sampling frequency presented in the Response Plan, Section 9.2, is once every 200 cubic yards. Experience has demonstrated that frequency may be discussed with the disposal facility and based upon site specific conditions, may be reduced. The stockpile or waste disposal sampling and analysis frequency may be changed with mutual agreement with disposal facility.

Dated August 21, 2014

City of Huntington Park



Ken Fredianelli

Geosyntec, on behalf of City of Huntington Park

Southland Steel Site Remediation Project Construction Manager

END OF ADDENDUM NO. 2

Failure to include in the bid submittal a copy of all addenda, each with the Bidder's signature acknowledging receipt of the addendum, will be considered sufficient reason for rejection of the bid.

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGING RECEIPT OF ADDENDUM:
(MUST BE SIGNED)

SIGNATURE

PRINT NAME

DATE



CITY OF HUNTINGTON PARK

ADDENDUM NO. 4

ADDENDUM DATE: AUGUST 28, 2014

TO: ALL PROSPECTIVE BIDDERS (SENT VIA EMAIL)

FROM: KEN FREDIANELLI, GEOSYNTEC CONSTRUCTION MANAGER FOR
THE CITY OF HUNTINGTON PARK SOUTHLAND STEEL SITE
REMEDICATION PROJECT

PROJECT
TITLE/DESCRIPTION: **FORMER SOUTHLAND STEEL SITE REMEDIATION PORJECT**

SUBJECT: ADDENDUM NO. 4

ADDENDUM NO. 4 relates to the above-referenced **FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT** (hereinafter, the "Project") which will be undertaken by the City of Huntington Park. This Addendum No. 4 shall be considered part of the bid documents, and provides the following revisions and/or information:

This Addendum changes the Bid Date that was amended by Addendum No. 2. The Notice Inviting Sealed Bids for the Former Southland Steel Site Remediation Project shall be revised to change the bid date from September 2, 2014 at 2 P.M. to **September 4, 2014 at 2 P.M.**

Another addendum, Addendum No. 5 will be issued today. Due to the number of changes presented in Addendum No. 5, the Bid Date was revised.

City of Huntington Park

A handwritten signature in blue ink, appearing to read "Ken Fredianelli".

Ken Fredianelli
Geosyntec, on behalf of City of Huntington Park
Southland Steel Site Remediation Project Construction Manager

END OF ADDENDUM NO. 4

Failure to include in the bid submittal a copy of all addenda, each with the Bidder's signature acknowledging receipt of the addendum, will be considered sufficient reason for rejection of the bid.

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGING RECEIPT OF ADDENDUM:
(MUST BE SIGNED)

SIGNATURE

PRINT NAME

DATE



CITY OF HUNTINGTON PARK

ADDENDUM NO. 5

ADDENDUM DATE: AUGUST 28, 2014

TO: ALL PROSPECTIVE BIDDERS (SENT VIA EMAIL)

FROM: KEN FREDIANELLI, GEOSYNTEC CONSTRUCTION MANAGER FOR
THE CITY OF HUNTINGTON PARK SOUTHLAND STEEL SITE
REMEDIATION PROJECT

**PROJECT
TITLE/DESCRIPTION:** **FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT**

SUBJECT: ADDENDUM NO. 5

ADDENDUM NO. 5 relates to the above-referenced **FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT** (hereinafter, the "Project") which will be undertaken by the City of Huntington Park. This Addendum No. 5 shall be considered part of the bid documents, and provides the following revisions and/or information:

Summary

1. Responses to additional Bidder's questions.
2. Section 00100, Instructions to Bidders, is replaced in its entirety with the new Section 00100;
3. Section 00430, Designation of Subcontractors is replaced in its entirety with the new Section 00430 and must be returned with the bid.
4. Section, 00500, EPA Lobbying Cert, is added and must be returned with the bid.
5. Section 00510, EPA Debarment Cert, is added and must be returned with the bid.
6. Section 00600, Contract – Southland Steel Site Remediation Project, is replaced in its entirety with the new Section 00600.
7. Section 00700, General Conditions is added to the Bid Documents.
8. Section 00800, Supplemental Conditions, is replaced in its entirety with the new Section 00800
9. Section 00900, Changes to the Contract, is added to the Bid Documents;
10. Section 00910, Delays, Extensions, Suspensions, and Termination is added to the Bid Documents.

Responses to Questions from Bidders Received After Issuance of Addendum No.3

Q1: How accurate are the AOCs positions in the yard and the initial estimated size?

A1: There is no quantitative information or data to provide an assessment of the accuracy of the excavation area locations. The volumes in the Response Plan are the same as listed in the Form of Bid and represent approximately twice the volume of the calculated volume of soil to be removed. This increase in volume is presumably to address the anticipated increase in volume to be excavated so that bidders pricing is close to the actual quantities and or units of work.

Q2: If the remediation requires several iterations, what happens with deadlines and liquidated damages because of the inaccuracy of the AOCs and/or additional contaminated soil must be removed?

A2: The Liquidated Damages (LD) will apply to a milestone event and is a prescribed calendar day before which conditions of a loan require the City to expend funds or lose the funding. Work representing the milestone event must be completed and invoiced before the dates in the LD clauses. Not the whole project, just the quantities of work described in the LD clauses that will result in expenditures required to satisfy the funding requirements. Again, this is not for the whole project.

Q3: Will the autos be removed from the area to allow the expansion of the AOCs?

A3: Yes, the vehicles will be moved. However, Bidders are instructed to assume Area 8 will be excavated, backfilled, and restoration completed first or last and not work on the areas to the north of Area 8 when working on Area 8. The vehicles in the balance of the site will be relocated to facilitate work in the other areas, separately from Area 8.

Q4: Can we do several AOCs simultaneously?

A4: See Q3 and A3, above, regarding Area 8. Yes, the areas in the northern portion of the site (Areas 1, 2, 3, 4, 5, and 7) may be worked simultaneously. Area 6 is inside Warehouse Building 1 and could be worked simultaneously with Area 4. Area 7 is in an abandoned railroad right-of-way that is owned by the City and because of its isolation may be worked at any time.

Q5: Is the City paying for all of the confirmatory sample events?

A5: See Addendum No. 1. The laboratory analysis for all soils testing will be provided by others at no cost to the contractor.

Q6: Why is there no lead sampling in the confirmatory soil samples?

A6: Title 22 Metals analysis is required for confirmation testing. The Sampling and Analysis Plan (SAP) in Appendix C of the Response Plan contains the requirements for sampling and analysis. The Response Plan clearly defines lead as one of the contaminants of concern driving the need for remediation. Paragraph 5.1.2 of the SAP requires confirmation sampling and analysis, including Title 22 Metals,

which includes lead. Table 2, Sampling and Analysis Requirements, provides a tabular presentation of the same testing criteria discussed in the text, however, there is an error in Table 2. Title 22 Metals is not listed as a requirement for confirmation soil samples. Table 2 is incorrect. Title 22 Metals analysis is required for confirmation testing per 5.1.2.

Q7: Location of Proposed Excavation and Treatment Area: It stated that the contaminants are PAHs and Metals. These are not VOCs. Why does the AQMD 1166 permit requirement need to be followed during the excavations?

A7: There are several reasons a Rule 1166 permit is required. A SCAQMD Rule 1166 permit is required when excavating suspected VOC impacted soil. A Site Specific Rule 1166 permit is being obtained by the City for this work. The site specific permit was required because of the presence of a school within 1,000 feet of the site. The presence of the school and the potential volume of soil that may actually be excavated, precluded the use of a various locations permit. There are 3 locations that have been identified in the Response Plan requiring the installation of soil vapor sample probes for analyzing vapor for the presence of VOCs. If the soil vapor concentrations are over the prescribed threshold for VOCs, the representative area shall be excavated in accordance with the Response Plan and the Rule 1166 permit. Additionally, the Site Characterization Report (paragraph 5.4.1) indicates the detection of VOCs in many shallow locations throughout the site. The Response Plan, Appendix C, Sampling and Analysis Plan, Table 2, Sampling and Analysis Requirements list the test methods and number of samples required for the various types of soil; for instance, Confirmation soil samples, Stockpile soil samples, etc. VOC sampling and analysis is required for Stockpiled soil. The CEQA exemption for the site issued by DTSC (included in the Rule 1166 permit application package) states that VOC monitoring will be conducted when excavating. The presence of VOCs is expected and monitoring is required, therefore, the excavations will be in accordance with the Rule 1166 permit conditions.

Q8a: Location of Proposed Excavation and Treatment Area: On Page 38 of 50, three areas with soil vapor concentrations above the RBSLs appeared to be added to the excavation in addition to the 8 areas identified on Figure 8. However, the exact dimensions and locations of these three areas were not identified in Figure 8, nor in the Geosyntec grading plan issued as part of Addendum No. 3. Please clarify.

A8a: The CM will assist with the layout of the three soil vapor locations shown in the Response Plan during the remediation. The exact location of the three soil vapor locations, as depicted in the Response Plan figures, does not impact the cost to perform the work. The Form of Bid contains an estimated volume of soil to be excavated due to VOCs in soil vapor. Bidders are directed to quote their Unit Rate and extend the pricing by the quantities in the Form of Bid.

Q8b: Furthermore, WB2-18 is inside Area 4 – does this means it needs to be treated differently during excavation of Area 4. Please clarify.

A8b: WB2-18 is a previous soil boring location. No special requirements apply (Figure 8).

Q8c: WB3-3-26 appears to be located on the property line. The Response Plan stated that the excavation will be located at least 3 feet from any of the property lines. Please clarify.

A8c: WB3-3-26 cannot be found. Perhaps it is a typo and WB3-26 was intended? WB3-26 appears graphically to be on the property line as shown in Figure 8 in the Response Plan. However, there is no work associated with that previous soil boring.

Q8d: WB2-29 will be excavated by extending the excavation in the WB2-6 area. WB2-6 is located within Area 4 and is more than 100 feet away from WB2-29. Can this be a typo for WB2-5, which is in Area 3 and about 30 feet from WB2-29. Please clarify.

A8d: WB2-29 is located outside of both Areas 3 and 4 and is a previous soil boring hole. There is no work associated with that previous boring location. WB2-6 is a previous soil boring located within Area 4, however, there is no work associated with that previous boring. Bidders are directed to the Response Plan Figure 8, Proposed Excavation Areas, and the revised Grading Plan issued under Addendum No. 1, for designation of excavation areas.

Q9: The dimension of excavation is shown in the “Estimate of Excavation Volume” table presented on Page 39 of 50. Based on the depth dimension, we assume the majority of them can be excavated in one lift of 2 feet as stipulated in the 3rd bullet on Page 40 of 50.

A9: The depth of excavation cuts is not limited provided, of course, the depth of excavation is consistent with the target depth at that location.

Q10: The Response Plan states that backfill will be allowed **after DTSC concurrence** that the shallow soil remediation is completed. How quick can this approval be obtained? If the approval process is extended, will remobilization be allowed? Also, this DTSC approval requirement appeared to be in conflict with the 4th paragraph Section 8.5 that the backfill is “**as soon as the laboratory confirmation results show that the excavation is complete**”. Please clarify the backfill timing requirement as it is very critical for backfill planning.

A10: The DTSC must concur with the City’s determination that confirmation sampling and analysis results demonstrate the contaminants of concern have been removed to below specified clean-up levels before the contractor will be directed to backfill the excavation. Every reasonable attempt will be made to expedite the DTSC review and concurrence of the confirmation sampling results. Additionally, laboratory analysis is currently assumed to be based upon standard turnaround times. With the Construction Manager’s concurrence, the Contractor may request a “rush” turnaround for laboratory analysis of confirmation samples. However, we cannot predict the response time for DTSC concurrence of the interpretation of the analytical results. Depending upon the analytical results, the DTSC concurrence may be quick or require time for discussion. Bidders shall assume DTSC concurrence of the confirmation sampling results will take 5 business days.

Q11: Section 8.5 states that air monitoring is to be performed in accordance with AQMD permit. Please be specific on the permit type. As stated in Item B. above, AQMD 1166 permit should not be applicable if the soil is not impacted by VOCs. AQMD 403 permit for fugitive dust monitoring will be the only applicable requirements. Please clarify.

Also, there is no specific air monitoring action criteria, nor monitoring instrumentation protocols. The monitoring efforts can be very extensive for this site as the day-to-day site operation will not stop. Please clarify.

A11: The intent of paragraph 8.5 is to require air monitoring per the SCAQMD Rule 1166 permit. The applicability of SCAQMD Rule 1166 and associated permit is addressed in Q&A7, above. The Rule 1166 permit includes reference to Rule 403 and mandates compliance. The Bid Documents include the Rule 1166 permit application package with the Excavation Management Plan. See the Excavation Management Plan for types of air monitoring, equipment requirements, frequency of testing, action levels, and recording of data. Rule 1166 will apply to all soil excavation.

Q12: Does the disposal facility need to be the same one as identified in the Transportation Plan of the Work Plan, or will the contractor be allowed to interface with any licensed disposal facility to obtain profile approval directly? If so, is there a restriction on the location of such disposal facility?

A12: The disposal facility may be different than the one named in the Response Plan. The location is not restricted.

Q13: During the job walk you appeared to indicate that the bidder needs to provide a field map and explanation showing the preferred field layout to support the excavation. We cannot find such requirement in the bid submittal.

A13: The requirement was introduced in the pre-bid on August 14, 2014. Yes, we request Bidders provide a marked up site plan indicating their use of the site showing stockpile area(s) for excavated soil, support zone (field office or operations area), equipment parking, maintenance and fueling, employee parking, haul truck loading area, and haul truck entrance and exit locations. At the pre-bid, Bidders were also informed of a work sequence constraint they are to account for in their proposal. See Q&A 3 and 4, above for further explanation.

Q14: Does the fieldwork sequence (i.e., the excavation, stockpiling, backfilling) have to follow the work plan? Are we allowed to deviate from it if we can still complete the work as required?

A14: The sequence of the work may vary from the Response Plan. Work sequencing is also discussed in Q&A 3 and 4, above. However, backfill of excavation will not occur until DTSC concurs that adequate impacted soil had been removed and remaining soils are below cleanup goal values.

Q15: Is the City exempt from the disposal taxes collected by the disposal facility at the time of acceptance of the waste?

A15: Bidders are directed to assume the City does not maintain an exemption for those taxes and quote accordingly. An alternate price may be quoted without the cost for the tax, but the base bid shall include the tax and must be quoted to be considered responsive.

Revised and Additional Bid Documents

Addendum No. 5 revises some Bid Documents and adds others as described in the Summary, above. The List of Attachments provides a listing of the affected documents that are attached to this Addendum.

ADDENDUM NUMBER 5

LIST OF ATTACHMENTS

FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT

DOCUMENT NUMBER	DOCUMENT NAME	REVISION/ DATE
00100	Instructions to Bidders	Aug 28, 2014
00430	Designation of Subcontractors	Aug 28, 2014
00500	EPA Lobbying Certificate	Aug 28, 2014
00510	EPA Debarment Certification	Aug 28, 2014
00600	Contract – Southland Steel Site Remediation Project	Aug 28, 2014
00700	General Conditions	Aug 28, 2014
00800	Supplementary Contract Conditions	Aug 28, 2014
00900	Changes to the Contract	Aug 28, 2014
00910	Delays, Extensions, Suspensions,	Aug 28, 2014

City of Huntington Park



Ken Fredianelli

Geosyntec, on behalf of City of Huntington Park

Southland Steel Site Remediation Project Construction Manager

END OF ADDENDUM NO. 5

Failure to include in the bid submittal a copy of all addenda, each with the Bidder's signature acknowledging receipt of the addendum, will be considered sufficient reason for rejection of the bid.

SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE ACKNOWLEDGING RECEIPT OF ADDENDUM:
(MUST BE SIGNED)

SIGNATURE

PRINT NAME

DATE

ATTACHMENTS TO ADDENDUM NUMBER 5
FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT RFP

SECTION 00100
INSTRUCTIONS TO BIDDERS

PART 1 – GENERAL

The City of Huntington Park (the “City”) seeks to obtain bids from qualified licensed contractors for the excavation and remediation of soil impacted with VOCs and metals located at 5959-6169 Alameda Street, Huntington Park, CA 90255. The project is commonly referred to as the *FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT*. The purpose of these Instructions to Bidders, the entire undertaking shall hereinafter be referred to as the “Project.” The soil remediation work is described in Attachment D, Response Plan -Draft Final, for the former Southland Steel Facility, dated July 21, 2014, prepared by Eco & Associates, Inc. Attachment A, Scope of Work, in the Project Plans and Specifications defines the responsibilities for the implementation of the soil remediation scope of work. The Work is generally described as follows and includes all other appurtenant work required by the Project Plans and Specifications:

The Scope of Work under this contract consists of all labor, materials, and equipment necessary for the soil remediation at the Former Southland Steel Site. The work includes concrete and asphalt pavement saw cutting, demolition and disposal; concrete building foundation demolition and disposal; excavation of approximately 3,750 cubic yards of impacted soil in accordance with SCAQMD Rule 1166, odor and dust control in accordance with SCAQMD Rule 403 during all earthwork operation, stockpiling of excavated soil as necessary; confirmation sampling, loading, transportation and deliver to an approved landfill; import, placement and compaction of new clean fill to replace excavated soil; and construction of vapor probes for sampling soil gas in 3 locations.

For purposes of these Instructions to Bidders the capitalized term “Work” is a collective reference to all of the various services and tasks to be performed by the successful bidder in the furtherance of the completion of the various elements of the Project described above.

The City will evaluate the bids and determine the responsible bidder offering the lowest price based on the aggregate amount of the line items specified on the Bid Form based on the quantities specified, consistent with Public Contract Code Section 20103.8(b).

If the City awards a contract, the City will issue a Notice to Proceed (NTP) for the Work as described herein and elsewhere in these Bid Documents. As used in this Instructions to Bidders, the word “City” means and refers to the City of Huntington Park, a municipal corporation.

The Bidder and each listed subcontractor must have a valid license, issued by the

Contractors' State License Board, for the type of work proposed to be performed by the Bidder and each listed subcontractor under the contract.

This Project requires the Bidder to possess a license classification of "A" and hazardous material certification by the time its bid is submitted to the City. Detailed licensing and experience requirements are delineated in the Scope of Work. Licensed contractors shall submit sealed written bids for the Project and such sealed written bids shall be submitted in accordance with these Instructions to Bidders. The Project, if awarded by the City, shall be awarded to the lowest responsive and responsible bidder described in the Form of Bid. The Bidder(s) awarded the Work, if any, shall undertake the Work in accordance with the Contract Documents, including all Project Plans and Specifications.

The word "Bidder" as used in these Instructions to Bidders, means and refers to each person or entity who submits a written bid proposal (inclusive of the Form of Bid and all other required submissions) to the City with the aim of being awarded a contract. Such a written proposal is referred to herein as a "Bidder Proposal" or a "bid", and Bidder's Proposal shall be completed and submitted to the City for consideration as set forth in these Instructions to Bidders.

The City reserves the discretion to reschedule, suspend or abandon the invitation for submission of bids for the Project. The City further reserves the discretion to modify or supplement the written Plans and Specifications and any related Bid Documents, including these Instructions to Bidders, at any time prior to the date scheduled for the delivery of bid proposals to the City, subject to any statutory obligations to extend the deadline date for submitting bids. In addition, the City may in its sole discretion reject all bid proposals which it receives, and/or the City may choose not to award a contract to any person or entity.

Precautionary Elements of the Project:

Prior to starting work, provisions should be made for prompt medical attention in case of serious injury. The nearest hospital, infirmary, clinic, or physician shall be located and the job supervisor should be provided with instructions for the most direct route to these facilities. Proper equipment for prompt transportation of an injured worker, as well as a communication system to contact any necessary ambulance service, must be available at the job site. The telephone numbers of the hospitals, physicians, or ambulances shall be conspicuously posted.

A properly stocked first aid kit must be available at the job site. The first aid kit should contain approved supplies in a weatherproof container with individual sealed packages for each type of item. It should also include rubber gloves to prevent the transfer of infectious diseases. Provisions should also be made to provide for quick drenching or flushing of the eyes should any person be working around corrosive materials. Eye flushing must be done with water containing no additives. The contents of the kit shall be checked before being sent out on each job and at least weekly to ensure the expended items are replaced.

The telephone numbers of the local police, ambulance, and fire departments should be

available at each job site. This information can prove useful to the job supervisor in the event of any traffic problems, such as the movement of equipment to the job, uncontrolled fires, or other police/fire matters. The police number may also be used to report any vandalism, unlawful entry to the job site, or accidents requiring police assistance.

1.01 COPIES OF BID DOCUMENTS

- a. **AVAILABILITY OF BID DOCUMENTS:** The Bid Documents for the Project will be available beginning on ***Monday, August 11, 2014***. Contact the Huntington Park Community Development Department located at Huntington Park City Hall, 6550 Miles Avenue, Huntington Park, CA 90255 (Monday through Thursday 8:00 am to 5:00 pm). Reference: ***FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT***. A reference copy of the Bid Documents is also available for public review and inspection free-of-charge at the same address.
- b. **COST OF BID DOCUMENTS:** Prospective bidders may purchase a copy of the Bid Documents in electronic CD form for the sum of ***TEN (\$10.00)***.
- c. The capitalized terms "Bid Documents" shall be a collective reference to the entire bound packet of documents and all Plans and Specifications. Complete sets of Bid Documents shall be used in preparing bids; the City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

1.02 QUALIFICATIONS OF BIDDERS AND SUBCONTRACTORS

- a. The Bidder and each listed subcontractor must have a valid license, issued by the California Contractors State License Board (CSLB), for the type of work proposed to be performed by the Bidder and each listed subcontractor under the contract. This Project requires the Bidder to possess a license classification of "A" (General Engineering), together with a Hazardous Substance Removal Certification at the time its bid is submitted to the City. Failure to include a copy of licenses may result in the bid being deemed nonresponsive.

1.03 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- a. **Mandatory Pre-Bid Meeting:** A mandatory Pre-Bid Meeting will be held on **Thursday, August 14 at 10:00 am** at the Project Site. All prospective bidders are required to attend. **Bids submitted by bidders that did not sign the Attendance Sheet for the Mandatory Pre-Bid Meeting may be considered nonresponsive.**

- b. Before submitting a bid, each Bidder must: i) examine the Bid Documents thoroughly; ii) visit the site to become familiar with local conditions that may in any manner affect cost, progress, or performance of the Work; iii) become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and d) study and carefully correlate Bidder's observations with the Bid Documents.
- c. The submission of a bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this Article and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

1.04 INTERPRETATIONS

All questions about the meaning or intent of the Bid Documents shall be submitted to the **City's Construction Manager, Ken Fredianelli with Geosyntec Consultants** in writing and reference this project. Mr. Fredianelli may be reached at 714 969-0800 or by email kfredianelli@geosyntec.com. Replies will be issued by Notice to Bidders mailed or delivered to all parties recorded as having received the Bid Documents. Questions received less than **THREE (3) BUSINESS DAYS** prior to the date for opening the bids will not be answered. Only questions answered by formal written notice will be binding on the City. Oral and other interpretations or clarifications and responses to questions that are not addressed to the City's Construction Manager will be without legal effect.

1.05 BID SECURITY

- a. Bidders shall familiarize themselves with the Requirements of Public Contract Code Sections 20170 and 20171. Bid security is required of each Bidder and shall be made payable to the City of Huntington Park, in an amount of ten percent (10%) of the Bidder's bid price, in the form of cash, a certified check, a cashier's check, or a bid bond issued by a California-admitted Surety. The failure to include the required security shall render the Bid Non-Responsive. Bidder's Bonds must be fully executed.
- b. The bid security of the successful Bidder will be retained until such Bidder has executed the Project Contract and provided contract security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the Project Contract and furnish the required insurance and contract security

within five (5) calendar days of notification from the City, the City may annul City's written notice awarding the contract to the Bidder and the bid security of that Bidder may be forfeited. The bid security of any Bidder whom the City believes to have a reasonable chance of receiving the award may be retained until the earlier of the effective date of the Project Contract or the sixty-first (61st) day after bid opening.

1.06 CONTRACT TIME

Work shall be completed **FORTY-FIVE (45) CALENDAR DAYS** from the date City issues Notice to Proceed to the successful bidder. Bidder agrees that the stated contract time is reasonable and the Bidder is capable of performing all Work within the contract time specified.

1.07 LIQUIDATED DAMAGES

- a. Time is of the essence in the completion of this work;
- b. City has certain funding for this project which must be expended prior to October 31, 2014. To insure that the City does not lose this funding, the Successful Bidder shall be required to perform adequate work to remove not less than 750 cubic yards of impacted soil from the Project Site, to have the work accepted by the City's Construction Manager, and the Successful Bidder shall deliver an invoice for such work to the City prior to October 21, 2014. Liquidated damages shall be owed by the Successful Bidder to the City for failing to perform such work, to have the work accepted, and/or to have the work invoiced. Such liquidated damages shall be equal to \$200 per ton of impacted earth not removed and invoiced for. The total of such liquidated damage shall not exceed the actual damage to the City, and in no case shall the amount exceed \$100,000.
- c. Liquidated damages shall be owed by the Successful Bidder to the City for failing to complete the work within forty-five (45) calendar days, including any extensions of time. Such liquidated damage shall be equal to \$250 per calendar day.
- d. By submitting its Bid, Bidders acknowledges and agrees that such liquidated damages are not a penalty and are reasonable.

1.08 CALIFORNIA PREVAILING WAGE AND FEDERAL DAVIS BACON

REQUIREMENTS

The work to be performed under this contract is subject to both California Prevailing Wage Requirements and Federal Davis-Bacon prevailing wage requirements. In all cases, the more restrictive requirement shall be met.

1.09 SUBCONTRACTORS

In accordance with Public Contract Code Sections 4100 et seq, Contractors shall list, on the form provided, the name and business location of each subcontractor who will perform work, labor, or render services on the construction work in excess of one-half(1/2) of one percent (1%) of the total bid.

1.10 FORM OF BID

- a. The Form of Bid is set forth under Section 00300 of the Specifications.
- b. Failure to complete the Form of Bid per the instructions set forth on the Form of Bid may result in a determination by the City that the Bid is non-responsive. Bid prices must be given for all bid items shown on the Form of Bid. Failure to provide prices for all bid items may result in a determination by the City that the Bid is non-responsive.
- c. Bids by corporations must be executed in the corporate name by the President or a Vice-President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of corporation shall be shown below the signature.
- d. Bids by partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- e. Bids by limited liability companies must be executed by a managing member whose title appears under the signature and the official address of the limited liability company must be shown below the signature.
- f. All names must be typed or printed below the signature.

1.11 SUBMITTAL OF BIDS

Bids shall be submitted on or before the time and place indicated by the

Notice Inviting Bids, as revised by addenda. One (1) original, fully executed copy of the bid shall be delivered no later than the date and time specified. Normal business hours for the City Clerk's Office is Monday through Thursday, 8:00 A. M. to 5:00 P. M. Bids shall be received by the City Clerk's Office in a sealed envelope clearly marked **SEALED BID FOR THE PROJECT LOCATED AT 5959 ALAMEDA STREET IN THE CITY OF HUNTINGTON PARK**. The City Clerk's Office is located at 6550 Miles Avenue, Huntington Park, CA 90255.

It is the responsibility of the Bidder to ensure that the bid is received by the City prior to the bid due date and time regardless of the method of delivery chosen by the Bidder. The time stamp at the City Clerk's Counter will document the time of receipt as recognized by the City. Late proposals will be returned to the Bidder unopened. Telegraphic, electronic, emailed, and facsimile bid documents WILL be deemed nonresponsive, and will not be evaluated.

If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed within in a separate delivery envelope with the notation **"SEALED BID ENCLOSED – DO NOT OPEN UNTIL DATE AND TIME OF BID OPENING"** on the face of the delivery envelope.

- b. The City may consider non-responsive any bid not prepared and submitted in accordance with the provisions herein and, therefore, reserves the right to reject any or all bids so submitted.
- c. No mention shall be made of sales tax or use tax, as all bid prices submitted will be considered as including such tax.

1.12 MODIFICATION AND WITHDRAWAL OF BIDS

- a. At any time prior to the closing time for receipt of bids, a bid may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted or by a Bidder's representative with proper identification and verification.
- b. After the date for the delivery of bids, the "Relief of Bidders" provisions shall be as provided in Sections 5100-5108, inclusive, of the Public Contract Code of the State of California.

1.13 OPENING OF BIDS

Bids shall be opened publicly and shall be read aloud immediately following the deadline for submission. A summary of the Bid Results shall be made available at a reasonable time after the opening of bids.

1.14 AWARD OF CONTRACT

a. If the City determines to award a Contract for the Project, such Contract shall be awarded to the responsive and responsible Bidder with the lowest total aggregate Bid, including all Additive Bid Alternates. This does not preclude the City from selecting for award the Base Bid and any combination of Additive Bid Alternates, after the lowest responsive and responsible bidder has been determined. The City reserves the right to reject any or all bids or to waive in the public interest clerical errors and discrepancies in bids submitted. In evaluating bids, the City shall consider whether or not the bids comply with requirements, alternatives, and unit prices, as requested in the Form of Bid.

b. The City shall have the right to delay the award of the contract for NINETY (90) days after bids are opened and declared. Bidders may withdraw their bids on the ninety-first (91st) day after bids are publicly opened and declared by submitting written notice addressed to the Huntington Park Engineering Division at Huntington Park City Hall, 6550 Miles Avenue, Huntington Park, California 90255.

c. Construction Schedule

Following the award of a Project Contract by the City, if any, to the successful Bidder, the successful Bidder shall within two (2) calendar days following the issuance of the Notice to Proceed submit a Construction Schedule to the City's Construction Manager. The submission of all schedules and updates in addition to the execution of the Project Contract shall be a pre-condition to City's approval of any progress payments.

d. Execution of Contract by Successful Bidder

Following bid opening and upon notification from the City, the apparent successful Bidder will be required to deliver within five (5) calendar days to the offices of the Community Development Department certificate(s) issued by the insurance carrier(s), payment and performance bonds, and three (3) signed and notarized contract signature pages. The contract pages must be signed by the authorized officer, partner, member, or sole proprietor of the

successful Bidder.

e. Execution of Contract by City

When the City has formally awarded the Contract to the successful Bidder, the City will execute the contract and issue the fully executed contract to the Contractor followed by the Notice to Proceed.

1.15 PERFORMANCE AND OTHER BONDS

The General Conditions and Supplementary Conditions set forth the requirements as to performance bonds and other bonds. When the successful Bidder delivers the executed Project Contract to the City, it shall be accompanied by the required contract security as required in the Project Specifications.

1.16 CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

- a. **Project Goals:** Consistent with the City's efforts to comply with the California Integrated Waste Management Act of 1989 (Public Resources code, Section 40000 et seq), the goal of these specifications is to reduce, reuse, and/or recycle to the maximum extent feasible, the construction and demolition debris (debris) generated by City projects thereby diverting the debris from disposal facilities, saving landfill space, and conserving virgin materials and natural resources.
- b. **General Debris Recycling Requirements:** For projects not requiring a demolition permit, Contractor shall use Best Management Practices (BMP) to reduce, reuse, and/or recycle debris generated by the project to the maximum extent feasible. In performing the requirements of these specifications, the Contractor and subcontractors shall comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, Public Resources Code Section 40000 et seq. and shall dispose of hazardous materials and waste in compliance with all local, State, and Federal laws and regulations.

1.17 BEST MANAGEMENT PRACTICE (BMP) AND REQUIREMENTS

Contractor shall comply with the current Los Angeles County Municipal Storm Water National Pollution Discharge Elimination System (NPDES) Permit, and the latest edition of the California Stormwater Quality Association's "Storm Water Best Management Practice Handbook. A copy of the BMP Manual can be downloaded at the following website: www.cabmphandbooks.com.

1.18 GRATUITIES

- a. It is improper for any official, officer, employee, or agent of the City of Huntington Park to solicit consideration, in any form, from a Bidder with the implication, suggestion, or statement that the Bidder's provision of such consideration may secure more favorable treatment for the Bidder in the award of the contract or that the Bidder's failure to provide such consideration may negatively affect the City's consideration of the Bidder's submission. A Bidder shall not offer or give, either directly or through an intermediary, consideration, in any form, to an official, officer, employee, or agent of the City of Huntington Park for the purpose of securing favorable treatment with respect to the award of the Contract.
- b. A Bidder shall immediately report any attempt by an official, officer, employee, or agent of the City of Huntington Park to solicit such improper consideration. The report shall be made either to the City Manager's Office at (323) 584-6223. Failure to report such a solicitation may result in the Bidder's submittal being eliminated from consideration and any other legal action as may be merited.
- c. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.19 FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

1.20 REDUCTION OF SOLID WASTE

Consistent with the City Council's policy to reduce the amount of solid waste deposited at landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

1.21 BID PROTESTS

- a. All bid protests shall be submitted in writing within one (1) calendar week of the Bid Opening Date to the City Clerk's Office during normal business hours for the City Clerk's Office. The protesting bidder must also send a copy of the protest to the bidder being challenged, concurrently with the submittal to the City.

- b. All bid protests shall describe in complete detail the reason for the protest, and shall include references to any Federal and/or State laws supporting the bid protest.
- c. The procedures and time limits set forth in this Subsection are mandatory and are the Bidder's sole and exclusive remedy in the event that the City's determination of the successful Bidder is protested.
- d. Failure to comply with this Subsection shall constitute a waiver of any right to further pursue a bid protest including, but not limited to, a Government Code Claim or other legal proceeding.

1.22 DETERMINATION OF BIDDER RESPONSIBILITY

- a. A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the City's policy to conduct business only with responsible consultants and contractors.
- b. Bidders are hereby notified that, the City may determine whether the Bidder is responsible based on a review of the Bidder's performance on any prior contracts with the City of Huntington Park or any other third-party entity. City shall give particular consideration to the following factors: Contractor's ability to timely complete all work; the ability to complete all work at or under budget; the quality of work performed; Contractor's compliance with labor laws related to employee compensation and benefits; evidence of Civil and/or Criminal Actions brought against Bidder's; evidence of debarment; and evidence of false claims made by the Bidder against public entities. Labor law violations which are the fault of subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.
- c. The City may declare a Bidder to be non-responsible if the City, in its discretion, finds that the Bidder has done any of the following: (1) violated a term of a contract with the City; (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform a contract with the City or engaged in a pattern or practice which negatively reflects on same; (3) integrity or business honesty; or (4) made or submitted a false claim against the City or any other public entity.
- d. If there is evidence that the highest ranked Bidder may not be responsible, the City shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the City Council that the Bidder be found not responsible. The City shall provide the Bidder and/or

the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence that is the basis for the City's recommendation.

- e. If the Bidder presents evidence in rebuttal to the City, the City shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the City Council. The final decision concerning the responsibility of the Bidder shall reside with the City Council.
- f. The terms shall also apply to proposed subcontractors of Bidders on City contracts.

1.23 WORK NOT INCLUDED

The letters "NIC" shall mean "not in contract" and indicates that a particular item appearing in a drawing are not part of the current Project at the present time. Drawings marked NIC may be included as part of the Specifications as they contain useful information that will assist the bidder in better understanding the Primary Elements of the Project.

1.24 FEDERAL DBE REQUIREMENTS

The bidder hereby gives assurance pursuant to the requirements of Title 49, C.R.F. Part 23, that bidder has made a reasonable attempt to meet the goal for Minority Business Enterprise participation specified for the contract for which this proposal is submitted. Bidder further gives assurance that bidder will submit the documentation required by said regulations and the specifications for the listing of a Minority Business Enterprises with which the bidder will subcontract if the contract is awarded to bidder, and if bidder is unable to obtain MBE participation, of the steps bidder has taken to obtain MBE participation.

See also Section 1.33, Specific EPA Grant Conditions

1.25 [RESERVED NO TEXT]

1.26 [RESERVED NO TEXT]

1.27 [RESERVED NO TEXT]

1.28 [RESERVED NO TEXT]

1.29 REQUIRED CERTIFICATION/DISCLOSURE

Bids must provide full disclosure on violations and civil/criminal legal actions as provided for on the bidding requirement forms Sections 00470, 00471, 00472, 00473, and 00474. Failure to complete these forms may result in a determination that the Bidder is non-responsive and/or not responsible.

1.30 NOTIFICATION TO CITY OF PENDING ACQUISITIONS/MERGERS BY BIDDING COMPANY

The Bidder shall notify the City of any pending acquisitions/mergers of its business organization. Failure of the Bidder to provide this information may eliminate its bid from any further consideration.

1.31 [RESERVED – NO TEXT]

CONTINUED ON NEXT PAGE

1.32 LISTING OF FORMS TO BE COMPLETED BY BIDDER AND SUBMITTED AS PART OF BID PROPOSAL

The following forms which are included as part of the Bid Documents including all addenda must be completed as applicable by each Bidder and submitted along with the Bidder's proposal. Failure to include all forms may result in the bid being deemed non-responsive.

Form of Bid (fully completed)	Section 00300
Bid Bond (fully executed)	Section 00410
List of Subcontractors (revised per Addendum No. 4)	Section 00430
Non-collusion Affidavit	Section 00450
3-Year Contracting History	Section 00465
False Claims	Section 00470
Civil Litigation History	Section 00471
Criminal Convictions	Section 00472
Debarments	Section 00473
Labor Law/Payroll Violations	Section 00474
Contractor's Industrial Safety Record	Section 00490
EPA Certification Regarding Lobbying (added per Addendum No. 4)	Section 00500
EPA Certification Regarding Debarment, Suspension and Other Responsibility Matters (added per Addendum No. 4)	Section 00510

These documents will be included as part of the Contract Documents.

CONTINUED ON NEXT PAGE

1.33 SPECIFIC EPA GRANT CONDITIONS

- A. This project involves funding from the Environment Protection Agency ("EPA"). All EPA requirements, whether stated herein or not, must be strictly followed. Failure by the Contractor to comply with EPA requirements can jeopardize the City's funding, and result in damages to the City. City shall have the right to deduct any damages resulting from the Contractor's failure to comply with EPA requirements from the Contract Sum.
- B. Subrecipients who request or receive from the grant recipient a subgrant, contract, or subcontract exceeding \$100,000, at any time under a Federal grant, shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above (see form on the next page).
- C. The prospective participants must certify by submittal of EPA Form 5700-49, Certification Regarding Debarment, Suspension and Other Responsibility Matters, that to the best of its knowledge and belief it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency (see form on the next page).
- D. The following are the MBE/WBE fair share goals negotiated with EPA by the California State Water Resources Control Board:

	MBE	WBE
Construction	24%	6%
Equipment	22%	26%
Services	30%	31%
Supplies	29%	20%

- E. The Contractor is required to comply with the six affirmative steps listed in 40 CFR 31.36(e) as follows:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - 5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
 - 6. Requiring the prime contractor, if subcontracts are to be let, to take the

affirmative steps listed in paragraphs (e)(2)(i) through (v) of this section.

7. The City will make prompt payment to contractors retaining only justifiable amounts.

I. PROCUREMENT STANDARDS

- A. Contract awards will be made to responsible contractors possessing the ability to perform successfully considering integrity, compliance with public policy, record of past performance, and financial and technical resources as per 40 CFR 31.36(b)(11).
- B. Time and material contracts will not be used unless no other kind of contract is suitable and the proposed contract includes a ceiling price as per 40 CFR 31.36(b)(10).
- C. The City will be responsible for settling all issues including source evaluation, protests, disputes, and claims as per 40 CFR 31.36(b)(11).
- D. The contractor is to exhaust all administrative remedies with the City before protesting to the EPA, which will only review protests based on violation of Federal law or regulation or for failure of the City to review a protest under the City's protest procedures as per 40 CFR 31.36(b)(12).

II. COMPETITION

- A. Full and open competition should not be restricted by placing unreasonable requirements on firms to qualify to do business or by requiring unnecessary experience and excessive bonding as per 40 CFR 31.36(c)(1)(i) & (ii).
- B. Full and open competition should not be restricted by specifying only a brand name instead of allowing "an equal" product as per 40 CFR 31.36(c)(1)(vi).
- C. The use of statutorily or administratively imposed in-State or local geographical preferences is prohibited except where applicable Federal statutes expressly mandate or encourage geographic preference as per 40 CFR 31.36(c)(2).
- D. Included in Bid Specifications is a clear and accurate description of the technical requirements for materials, products, and services to be provided. Minimum essential characteristics and standards have been used. Detailed requirements which unduly limit competition have not been used as per 40 CFR 31.36(c)(3).

III. CONTRACT PROVISIONS

- A. Administrative, contractual or legal remedies shall be provided for when contractors violate or breach contract terms, with sanctions and penalties as appropriate as per 40 CFR 31.36(i)(1).
- B. Provisions to terminate for cause and for convenience shall be provided including the manner it will be effected and the basis for settlement as per 40 CFR 31.36(i)(2).

- C. Compliance with Executive Order 11246 (Equal Employment Opportunity) shall be required as per 40CFR 31.36(i)(3). Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWSRF and DWSRF project related contracts and subcontracts over \$10,000:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions

may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- D. Contractor will comply with Sections 103 & 107 of the Contract Work Hours and Safety Standards Act as directed in Department of Labor regulations at 29 CFR Part 5.
- E. Access to pertinent contract records is provided to the grantee, EPA, US Comptroller General, or any duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions as per 40 CFR 31.36(i)(10).
- F. Contractor is required to retain contract records for 3 years after final payment is made and all other pending matters are closed as per 40 CFR 31.36(i)(11).
- G. Contractor will comply with Clean Air Act Section 306, Clean Air Water Act Section 508, Executive Order 11738, and EPA regulations at 40 CFR 15, which prohibits dealing with entities in noncompliance with the cited acts as per 40 CFR 31.36(i)(12).
- H. Contractor will comply with the energy efficiency requirements in the state energy conservation plan issued as required by the Energy Policy and Conservation Act (PL 94-163) as per 40 CFR 31.36(i)(13).
- I. EPA and authorized representatives will be provided access to construction site as per 40 CFR 31.40(e).
- J. If historical or archeological artifacts are uncovered during construction, the Contractor shall cease construction activities within fifty yards of the find and shall contact the Engineer and ground disturbing work in the area must be suspended until a qualified person can evaluate the nature and significance of the find. Should human remains be found, all work shall be stopped, and the coroner be notified. Work will be allowed to resume only after the approval of the Coroner.

[END OF DOCUMENT]

SECTION 00430

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code 4104]

List all Subcontractors doing Work in an amount in excess of 0.5% of the Contractor's total Bid or, in the case of Bids or offers for the construction of Streets or highways (including bridges), in excess of 0.5% of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Subcontractors				
Name under which Subcontractor is Licensed	California Contractor's License Number(s) & Class(es)	Address & Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)

**SECTION 00500
REQUIRED BID FORM**



EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

**SECTION 00510
REQUIRED BID FORM**



EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative Date



I am unable to certify to the above statements. My explanation is attached.

SECTION 00600

PROJECT CONTRACT

CITY OF HUNTINGTON PARK

AGREEMENT FOR FORMER SOUTHLAND STEEL SITE REMEDIATION PROJECT

THIS AGREEMENT (the "Agreement" or "Contract") is made and entered this _____, by and between the City OF HUNTINGTON PARK, a California municipal corporation ("City") and _____ ("Contractor"). Contractor's license number is _____.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **THE CONTRACT DOCUMENTS.** The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the bonds, permits from regulatory agencies with jurisdiction, General Contract Conditions, Supplementary Contract Conditions, Special Provisions, Technical Specifications (including Attachments A-E of the Bid Book), Project Plans, Standard Plans, Standard Specifications, Addenda, Change Orders, Supplemental Agreements, and the complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project. The Contract Documents are attached hereto and incorporated herein by reference. In the event of any conflict between the terms of this Contract and any incorporated documents, the terms of this Contract shall control. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all of the documents. For purposes of this Contract, the capitalized term "Bid Book" means and refers to the digital compact disc containing a set of Bidding Documents which were originally made available to prospective Bidders beginning on __August 11_____, 2014 as per the City's Notice Inviting Bids for the Project.

2. **Scope of Services.** Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as SOUTHLAND STEEL SITE REMEDIATION PROJECT ("Project"), as described in this Agreement and in the Contract Documents, which are on file with the Department of Public Works and incorporated herein by this reference, including miscellaneous appurtenant work. All work shall be performed in accordance with the latest edition of the Standard Specifications for Public Works Construction (commonly known as the "Greenbook"), including supplements, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Associated General Contractors of California (collectively "Standard Specifications"), which is incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and incorporated documents, the terms of this Agreement shall control.

3. **Extra Work.** Extra work, when ordered in writing by the City's Construction Manager and accepted by the Contractor, shall be paid for under written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between the Contractor and the City's Construction Manager. All extra work shall be adjusted daily upon report sheet furnished by the Contractor, prepared by the City's Construction Manager, and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done.

4. Effective Date. This Agreement is effective as of the date listed above, and shall remain in full force and effect until Contractor has rendered the services required by this Agreement.

5. Force Majeure. Neither the City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of the public enemy, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

6. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of _____ dollars (\$ _____) in accordance with the prices as submitted in Contractor's Proposal, attached hereto as Exhibit "A" and incorporated herein by this reference.

7. Payments. City shall make payments within thirty (30) days after receipt of undisputed and properly submitted payment requests from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days, after receipt and shall explain in writing the reasons why the payment request is not proper.

A payment shall be made as the City Council of the City prescribes upon estimates approved by the City Council. However, progress payments shall not be made in excess of ninety-five percent (95%) of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the City, and unused. The City shall withhold not less than five percent (5%) of the Agreement price until final completion and acceptance of the Project. However, at any time after fifty percent (50%) of the work has been completed, if the City Council of the City finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual work completed.

8. Substitute Security.

a. At the written request and expense of Contractor, securities equivalent to any moneys withheld by the City to ensure performance under this Agreement shall be deposited with the City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of the Agreement, the securities shall be returned to Contractor.

b. Alternatively, Contractor may request that the City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the Agreement, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this Section.

c. Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which Contractor and the City mutually agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

d. If Contractor elects to receive interest on moneys withheld in retention by the City, it shall, at the request of any subcontractor performing more than five percent (5%) of Contractor's total bid, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d), which is incorporated herein by this reference.

e. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f), which is incorporated herein by this reference.

9. Taxes. Contractor shall calculate payment for all sales, unemployment, old age pension and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Exhibit "A."

10. Time. Upon receipt of written Notice to Proceed from the City, Contractor shall perform with due diligence the services requested by the City as specified in the Bid Documents. Time is of the essence in this Agreement. All work under this Agreement shall be completed no later than ____45 days after issuance of the Notice to Proceed by the City.

11. Unresolved Disputes. In the event that a dispute arises between the City and Contractor regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the work, Contractor shall notify City promptly of its intention to submit a claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Contractor shall proceed with such work in compliance with the instructions of the City; such compliance shall not be a waiver of the Contractor's rights to make a claim, provided they have notified the City in writing as above stipulated. In the event of any dispute or controversy with the City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters. Public Contract Code Sections 20104 et seq. and City of Huntington Park procedures for claims against the City shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

12. Default and Remedies.

a. Default shall consist of any failure by the Contractor to perform under this Agreement or written amendments thereto or any breach of any covenant, agreement, provision or warranty provided by the Contractor as a part of this Agreement. Actions which constitute a default include, but are not limited to: (1) failure to submit to the City reports which are required pursuant to this Agreement or the submission of required reports that are incorrect or incomplete; (2) submission of requests for payment or reimbursement of amounts that are incorrect or incomplete; (3) the failure of Contractor to accept any additional conditions which may be required by law, by executive order, by regulation or by other policy announced by the City, the state or any federal agency; or (4) failure to perform any activity required by this Agreement.

b. Upon occurrence of any default, the City shall advise Contractor in writing of the action constituting the default, and specify the actions that must be taken to cure the default. The City may suspend payment under the Agreement. If Contractor does not cure the default within thirty (30) days of receipt of written notice from the City, the City may continue the suspension or, by written notice of termination, may terminate this Agreement.

c. Notwithstanding the above, Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of any default or breach of the Agreement, and the City may deduct the amount of damages from any outstanding payments to Contractor or may withhold payments until such time as the exact amount of the damages is determined.

13. Termination.

a. The City may cancel this Agreement at any time with or without cause without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

b. If federal funding for this Agreement is terminated and no other funding is available for continuation of this project, the City will not be obligated to continue funding for the services contained in this Agreement and may terminate the Agreement.

c. In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or purchased by the Contractor pursuant to this Agreement shall, at the option of the City, become the City's property, and Contractor shall be entitled to receive just and equitable compensation, as determined by the City, for any work satisfactorily completed hereunder.

14. Indemnity.

a. Contractor's Duty. To the maximum extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, volunteers, agents, successors, assigns, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, proceedings, suits, losses, bid protests, stop notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of or incident to any act, failure to act, error or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising out of the Agreement, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Further, Contractor shall appoint competent defense counsel approved by the City Attorney at Contractor's own cost, expense and risk, to defend any and all such Claims that may be brought or instituted against Indemnitees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable.

b. Bid Protests. In addition to its obligations pursuant to Section 14(a), Contractor shall reimburse the City for all attorneys' fees and costs incurred by City in connection with, arising out of or incident to any bid protest.

c. Civil Code Exception. Nothing in Section 14(a) shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the Agreement is subject to

Civil Code section 2782(a) or the City's active negligence to the limited extent that the Agreement is subject to Civil Code section 2782(b).

d. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they 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 indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

e. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

f. Survival. The provisions of this Section 14 shall survive the termination of this Agreement and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against a Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

15. Record-Keeping and Reporting.

a. Records to be Kept. Records shall be maintained in accordance with the requirements prescribed by the Environmental Protection Agency ("EPA") or the City with respect to all matters covered by this Agreement. Such records shall be maintained for a period of three (3) years after receipt of the final payment under this Agreement. Additionally, pursuant to Government Code Section 8546.7, Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Agreement.

b. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents. All documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

c. Inspection of Records. At any time during normal business hours and as often as City, EPA and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available to any of these entities for examination all of its records, with respect to all matters covered by this Agreement, and will permit any of these entities to audit, examine and make excerpts or transcripts from such records, including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this Agreement.

16. Lobbying Certifications. The Federal Lobbyist Requirements Certification is attached hereto and incorporated herein by this reference. Contractor shall complete and file this Certification as required by the City.

17. Utilities. The City acknowledges its responsibilities under Government Code section 4215 and incorporates that section herein by this reference.

18. Location of Existing Elements. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of

information furnished, as to existing conditions, is not guaranteed by the City. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment and/or hand trenching.

19. Antitrust Claims. Pursuant to Public Contract Code Section 7103.5, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

20. Independent Contractor. Contractor is and shall at all times remain, as to the City, a wholly independent contractor. Neither the City nor any of its agents shall have control over the conduct of Contractor or any of the Contractor's employees, except as herein set forth, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to the City in such a manner and to such persons, firms, or corporations at the Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor to comply with applicable workers' compensation laws. The City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to the City from Contractor as a result of its failure to promptly pay to the City any reimbursement or indemnification arising under this Section.

21. Workers' Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to under take self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

22. Subcontracting. Contractor shall adhere to all provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 *et seq.*, which is incorporated herein by this reference.

23. Debarred, Suspended or Ineligible Contractors. Contractor shall not be, and shall ensure all subcontractors are not, debarred, suspended or placed in eligibility status under the provisions of 24 C.F.R. Part 24 throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractor pursuant to California Labor Code sections 1777.1 or 1777.7.

24. Anti-Discrimination. Contractor shall adhere to all federal discrimination requirements, including Executive Order 11246, as listed in the Federal Discrimination Provisions, which is attached hereto and

incorporated herein by this reference. Contractor shall also adhere to the Equal Employment Opportunity Regulations for Federally Assisted Construction Contracts, which is attached hereto and incorporated herein by this reference. Contractor shall ensure equal opportunity to all persons without regard to race, color, gender, sexual orientation, religion, national origin, ancestry, age, marital status, or disability.

25. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

26. Civil Rights. The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision binds the Contractor from the bid solicitation period through the completion of the contract. This provision shall be inserted in all subcontracts, subleases and other agreements at all tiers.

27. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract relative to nondiscrimination on the grounds of race, color or national origin.

28. Conflicts of Interest.

a. Contractor agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

b. No official, officer, employee, or agent of the City or Contractor shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said officials, officers, employees, and agents are similarly barred from having any financial interest in the program.

29. Third Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

30. Davis-Bacon Act, Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. City and Contractor acknowledge that this is a federally assisted construction contract and that federal labor standards provisions, including prevailing wage requirements of the Davis-Bacon Act ((40 U.S.C. 276 a to a.7) as supplemented by Department of Labor Regulations (29 CFR Part 5)) and related acts, are incorporated by this reference and will be enforced. Contractor understands that in the event of a conflict between the Federal General Wage Decision as established by the United States Department of Labor (available at www.access.gpo.gov/davisbacon/ca.html) and the State General Prevailing Wage Determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>), the higher of the two will prevail. The

rates per diem for each type of worker are on file with the Public Works Director at City Hall at the address listed below, and are available to anyone upon request.

31. Contract Work Hours and Safety Standards Act. In employing mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 USC §§ 327 *et seq.*), as supplemented by Department of Labor Regulations contained in 29 C.F.R. Parts 3, 5 and 5a. Contractor shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than forty (40) hours in that workweek, except as provided in the Contract Work Hours and Safety Standards Act. When a violation occurs, Contractor is liable to the affected employee for the employee's unpaid wages and to the City for liquidated damages equal to ten dollars (\$10) for each calendar day on which the individual was required or permitted to work in excess of the standard workweek without payment of the overtime wages required by this chapter.

32. Federal Labor Provisions.

A. Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor obtained by City, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Contractor and all subcontractors shall include the name of the City employee or official responsible for monitoring compliance with DB on the poster.

(ii)(A) Contractor and all subcontracts entered into under this Agreement shall provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the City agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the City to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the City do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

C. Withholding. The City, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of wages required by the contract, EPA may, after written notice to the Contractor, or City take such action as may be necessary

to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

D. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City for transmission to the EPA, if requested by EPA, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the City.

(B) Each payroll submitted to the City shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following;

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either

directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph C.(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph C.(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the Contractor, City, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

E. Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that

determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event, the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

F. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

G. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

H. Contract Termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

I. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

J. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29

CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors), the City, borrower or subgrantee and EPA, the U.S. Department of Labor, or the employees or their representatives.

K. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

33. Overtime.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for Unpaid Wages and Liquidated Damages. The City, ("City") upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

34. California Labor Provisions.

a. Public Work

Contractor acknowledges that the Project is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all Work on the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

b. Copies of Wage Rates

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work on this Project, Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by these Contract Documents.

c. Failure to Pay Prevailing Rates

Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by Contractor or by any subcontractor.

d. Payroll Records

Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

e. Apprentices

Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

f. Debarment or Suspension

Contractor and subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor or any subcontractor becomes debarred or suspended throughout the duration of the Project, Contractor shall immediately notify City.

g. Hours

Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 1/2 times the basic rate of pay.

h. Subcontractors

For every subcontractor who will perform Work on the Project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of the provisions in this Section 35 and a requirement that each subcontractor shall comply with those provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

i. Prevailing Wage Indemnity

To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 35 by any person (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section 35.i shall survive termination of the Contract.

35. Energy Conservation Requirements. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

36. Clean Air/Clean Water Requirements. The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

37. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement. Contractor acknowledges that funding for this Agreement includes funds provided by the Environmental

Protection Agency and the California Department of Toxic Substances Control, and agrees to comply with all regulations and lawful orders arising from that funding.

38. Bonds. Contractor shall obtain faithful performance and payment bonds, each in an amount that is not less than the total compensation amount of this Agreement, and nothing in this Agreement shall be read to excuse this requirement. Contractor shall also obtain a one-year warranty bond in an amount that is not less than the total compensation amount of this Agreement and in a form approved by the City Attorney and shall deliver this bond to the City before the City's acceptance of the project; alternatively, the Contractor shall submit written evidence from the surety of an extension to its performance bond, to be effective for a year after acceptance by the City, and shall submit this extension before the City's acceptance of the Project. All bonds shall be provided by a California admitted surety insurer.

39. Ownership of Documents and Work Product.

a. All final documents, plans, specifications, reports, information, data, exhibits, photographs, images, video files and media created or developed by Contractor pursuant to this Agreement ("Written Products") shall be and remain the property of the City without restriction or limitation upon its use, duplication or dissemination by the City. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Contractor shall not obtain or attempt to obtain copyright protection as to any Written Products. Contractor hereby assigns to the City all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in the City pursuant to this paragraph. Contractor hereby also assigns to the City all ownership and any and all patent and other rights in any discovery or invention that arises out of or is developed in the course of Contractor's performance of this Agreement.

b. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Agreement, and that the City has full legal title to and the right to reproduce the Written Products. Contractor shall defend, indemnify and hold the City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Written Products is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Agreement. In the event the use of any of the Written Products or other deliverables hereunder by the City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

c. Upon termination, abandonment or suspension of the Project, the Contractor shall deliver to the City all Written Products and other deliverables related to the Project without additional cost or expense to the City. If Contractor prepares a document on a computer, Contractor shall provide City with said document both in a printed format and in an electronic format that is acceptable to the City.

40. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.
41. Non-Assignability; Subcontracting. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without the City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.
42. Applicable Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.
43. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
44. Authority. The person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
45. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements.
46. Amendment. The City or Contractor may only modify or amend this Agreement or any provision herein in a writing signed by both parties which expressly refers to this Agreement. The City may, at its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amount, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as a part of this Agreement, such modifications will be incorporated only by written amendments signed by both the City and Contractor.
47. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.
48. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the City of any payment to Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

49. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:

To Contractor:

The address listed in Exhibit "A."

50. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

51. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

CITY OF HUNTINGTON PARK

By: _____

Mayor

ATTEST:

By: _____

City Clerk

CONTRACTOR:

By: _____

Printed Name: _____

Date: _____

By: _____

Printed Name: _____

Date: _____

The signature(s) of Contractor must be acknowledged before a Notary Public, using the proper form of acknowledgment.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

FEDERAL DISCRIMINATION PROVISIONS

Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

- A. **Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 20000d), as amended by the Equal Employment Opportunity Act of 1972**, which provide that no person shall, on the ground of race, color, national origin, or sex, be excluded from employment or participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- B. **Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794)** which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance, and **Section 503 of the Rehabilitation Act of 1973**, which provides for affirmative action to employ and advance qualified disabled people
- D. **Age Discrimination Act of 1975, as amended (42 U.S.C. 6101)** which provides that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.
- E. **Americans with Disabilities Act of 1990, as amended, (42 U.S.C. 12101) and regulations at 28 CFR Part 35 and 29 CFR Title 1630**, which provides prohibits discrimination based on disability, and **Architectural Barriers Act of 1968**, which requires buildings assigned for public use to be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities.
- F. **Executive Order 11246, as amended by Executive Order 12086, and regulations in 41 CFR 60**, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions in this nondiscrimination clause.
 - 2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - 3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advertising the labor union or worker's representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency, and may direct the subcontractor or vendor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Equal Employment Opportunity Regulations

NONDISCRIMINATION:

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more)

Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Contractor's project activities under this contract. The Equal Opportunity Construction Contractor Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO.

The Contractor will work with the awarding agency and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

The Contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

EEO OFFICER:

The Contractor will designate and make known to the awarding agency an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

DISSEMINATION OF POLICY:

All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.

All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.

All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority employees.

Notices and posters identifying the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The Contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

RECRUITMENT OF EMPLOYEES:

When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

The Contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT:

The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

Disadvantaged business enterprises (DBE) as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. The Contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

The Contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

EEO RECORDS AND REPORTS:

The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives. The records kept by the Contractor shall document the following:

The number of minority and non-minority group members and women employed in each work classification on the project;

The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

NONSEGREGATED FACILITIES:

Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.

By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the EEO provisions of this contract. The Contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

As used in this certification, the term "segregated facilities" refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking).

The Contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

FALSIFICATION OF DOCUMENTS:

The falsification of any of the above certifications may subject the Contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

The Contractor or subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the awarding agency, EPA or DOL, or all may, after written notice to the Contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds of debarment action pursuant to 29 CFR 5.12.

SECTION 00700

GENERAL CONTRACT CONDITIONS

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- 44. Waiver**
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- 48. Substitution of Securities for Retention**
- 49. Resolution of Construction Claims**
- 50. Conflict of Interest**
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SECTION 00700

GENERAL CONTRACT CONDITIONS

1. EQUAL PRODUCTS:

- A. Where a product is not identified specifically as a “Sole Source” item as permitted in accordance with Section 3400(c) of the California Public Contract Code, the bidder shall have the right to use any of the products specified and/or to propose any equal product. The City reserves the right to accept or reject any proposed equal product during the submittal review process, and in the case of a rejection, the City will specifically identify the quality or qualities that failed to meet the standards specified in the Contract Documents.
- B. The Contractor shall submit any equal product for review by the City far enough in advance of the work to allow the City adequate time to review the submittal. Such time specifically includes any necessary resubmittal activities. Contractor shall be solely responsible for any time impacts that result directly from submittal review of an equal product so long as the total review time taken by the City does not exceed thirty (30) working days.

2. COPIES OF CONTRACT DOCUMENTS:

The Contractor will be provided one (1) hardcopy of the Contract Documents and an electronic copy of the Contract Documents specifically identified as being “FOR CONSTRUCTION.” Contractor is solely responsible for all of its copying costs. In addition, the Contractor will be issued a set of plan at the time of permit issuance for all work which requires a construction permit issued by the City’s Building Department.

3. DRAWINGS AND SPECIFICATIONS:

Specifications are intended to establish the standards for quality, performance, and technical requirements for all labor, workmanship, material, methods, and equipment necessary to complete the Work shown or reasonably implied on the Drawings and Specifications. The Drawings are intended to establish the scope, arrangement, graphic detail, and to illustrate the contract requirements. The Drawings and Specifications are intended to compliment and supplement one another, and any part of the Work that may be mentioned or indicated in the one and not represented

in the other shall be done the same as if it had been mentioned or represented in both. Work, materials, or equipment of a minor nature which may not be specifically mentioned in the specifications or indicated on the Drawings, but which may be reasonably assumed as necessary for the completeness of the Work, shall be performed and or supplied by the Contractor the same as if it were shown on the Drawings or described in the Specifications. In case of discrepancy either in the figures, on the drawings, or in the specifications, the matter shall be promptly submitted to the City who shall promptly make a determination in writing.

4. CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, INCONSISTENCIES, AND/OR DISCREPANCIES

- A. If the Contractor, in the course of the work, becomes aware of any conflict, error, omission, ambiguity, inconsistency, and/or discrepancy in the Contract Documents, the Contractor shall immediately inform the City. The City shall promptly review the matter, and if it finds a conflict, error, omission, ambiguity, inconsistency, and/or discrepancy has been made, it shall determine the corrective actions and advise the Contractor accordingly.
- B. In resolving conflicts, errors, omissions, ambiguities, inconsistencies, and/or discrepancies in any of the Contract Documents, the City shall have the right to clarify which conflicting information is correct, and which is incorrect at no additional cost to the City.
- C. In the event of conflicts, errors, omissions, ambiguities, inconsistencies, and/or discrepancies among two or more portions of the Contract Documents, the City may direct the Contractor to follow the most stringent requirement or to perform Work involving the greatest dollar value at no additional cost to the City.
- D. If the Contractor proceeds with any work which is impacted, or potentially impacted by a conflict, error, omission, ambiguity, inconsistency, and/or discrepancy without instructions from the City, the Contractor shall remove the noncomplying work, or the Contractor shall make the necessary corrections to comply with the City's instructions at no additional cost to the City.
- E. In resolving conflicts, errors, omissions, ambiguities, inconsistencies, and/or discrepancies in any of the Contract Documents, if the City determines that none of the information stated in the Contract Documents is correct, and if the required corrected work increases or decreases the Contract Sum or the Contract Time, the City shall issue an appropriate Contract Change Order.

5. CONTRACT DOCUMENTS:

- A. The Contract Documents are divided for convenience into divisions and sections as set forth in the Table of Contents preceding these General Conditions. Format is based upon the **CSI Format for Construction Specifications**. Schedules of Work included in these sections are given for convenience and shall not be considered as a comprehensive list of items necessary to complete the Work of any section.
- B. Where devices or items, or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many such devices, items, or parts as are required to properly complete the Work.

6. DELAYS, EXTENSIONS AND SUSPENSION OF WORK

- A. Delays, extensions, and suspension of work shall be in accordance with Section 00910, Delays, Extensions and Suspension of Work.

7. AS-BUILT DRAWINGS:

- A. The Contractor shall keep one (1) complete and up-to-date set of prints at all times on the job, reserved for use as a record set of changes from the bid set. Throughout the duration of the construction work, this set of prints shall be the responsibility of the Contractor to maintain as a record of all field changes including underground runs, which are installed in locations other than those indicated on the Contract Drawings and those that have been indicated as to be field run as located. The lines shall be located on the Drawing dimensionally from a fixed point, such as a street-curb line, or centerline, or a permanent structure. A copy of the updated as-built prints and as-built specifications shall be made available to the City with the monthly progress payment requests.
- B. Contractor progress payment will be contingent upon the as-built drawings and specifications being maintained in current status, and the City will not approve progress payments unless these as-built drawings and specifications are current.
- C. As a condition to certifying the final payment under this Contract, within 30 calendar days after substantial completion, the Contractor will submit to the Project Manager the original set of as-built prints as well as the set of as-built specifications. All variations from the Contract Drawings and any additional information required by the Specifications shall be entered on the as-built

drawings and specifications as they occur, neatly and legibly, in ink of a contrasting color or otherwise marked as approved by the City. Each set of as-built drawings and specification shall be signed and dated before being accepted by the City representative at the completion of the Work.

8. REFERENCE MATERIALS:

The Contractor shall furnish and maintain on-site reference material including at least one copy of all applicable codes referenced in the Contract Documents necessary for the performance of the Work specified.

9. CONSTRUCTION SCHEDULE:

A. All time limits stated in the Contract Documents are of the essence of the Contract. The Contractor shall prosecute the Work at such time and in such manner that Substantial Completion of the Work shall occur in accordance with the Contract and the Contract Time, including authorized adjustments thereto.

C. The term "day" when used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

10. CITY'S RIGHT TO DELAY COMMENCEMENT OF THE WORK:

The City shall have the right to direct that the Contractor shall withhold actual commencement of the Work of construction until sufficient material, in the opinion of the City, has been delivered to the site of the Work to insure completion of the Work without interruption, and the Contractor shall comply with such instructions when issued.

11. UPDATED SCHEDULES:

Updated schedules shall be attached with the Contractor's request for payment and shall be a condition required prior to payment. Each schedule shall include a narrative report defining problem areas, anticipated delays, and their impact on the schedule, and the corrective action that shall be taken by the Contractor and its affect.

12. CHANGES TO THE CONTRACT

A. Changes to the Contract shall be in accordance with Section 00900, Changes to the Contract.

13. OBSERVATION:

- A. All Work shall meet with the approval of the City and shall be completed in conformity with the Drawings and Contract Documents approved by, and on file with the City, such Drawings and the Contract Documents will be made part of the Contract to be entered into for the Work referred to herein. The City at its discretion may require the contractor to obtain approval/clearance from the Inspector of Record for certain items to ensure the quality of the work.
- B. The City or its representative will have access to the Work at all times. The Contractor will furnish all facilities for inspection at the construction site, and at shops or yards, and shall not cover up any Work until the same has been approved by the City. If Work should be covered up before being inspected, the Contractor will be required to remove such portions of the Work as may be necessary to disclose the part in question.
- C. The City or its authorized representatives will be given access to the Work at all times. Such access will not be subject to restrictions which are not directly related to the provision and maintenance of health and safety.
- D. The Contractor will be issued a "Notice of Noncompliance" for any portion of the contract Work that does not satisfy the requirements of the Drawings and Specifications. No Work subject to a "Notice of Noncompliance" will be paid for by the City until such Work is brought into full compliance with the Drawings and Specifications to the satisfaction of the City. The Contractor must obtain the City's approval for all corrected deficiencies and/or non-compliant work prior to proceeding with work that may be affected by the deficient and/or non-compliant work. The Contractor shall not build on or conceal work that is efficient and/or non-compliant. Furthermore, work that is built or dependent upon item(s) that are deficient and/or not-compliant will not be approved on the progress payment request.
- E. An Inspection Notice will be issued if the contract Work has not been executed in full compliance with the Drawings and Specifications. The Contractor is responsible for bringing all Work subject to an Inspection Notice into full compliance with the Drawings and Specifications at no additional cost to the City.
- F. Technical Reports may be generated for the purpose of evaluating the quality, correctness, functionality, etc., of the Contractor's Work or

performance under this contract in accordance with the requirements of the Drawings and Specifications.

14. PERMITS, LICENSES, AND INSPECTIONS:

- A. The Contractor will obtain and pay for all permits required for the Work except the following "no-fee" permits: building, electrical, grading, mechanical, plumbing, and sewer Work. Further, the Contractor will obtain and pay for all permits incidental to the Work or made necessary by Contractor's operation. This includes Contractor/Manufacturer designated structures such as prefabricated buildings, light poles, special shoring, and the like. The Contractor shall also pay for the plan check of prefabricated buildings.
- B. To comply with Section 3800 of the Labor Code of the State of California, the Contractor and all Subcontractors requiring a permit (building, plumbing, grading, electrical, etc.) shall file a Workers' Compensation Certificate with the Department of Public Works, Architectural Engineering Division, Contracts Administration Section.
- C. Exclusive of off-site inspection specified to be the City's responsibility, the Contractor will arrange and pay for all off-site inspection of the Work including certification thereof required by the specifications, drawings, or by governing authorities.
- D. The City will provide on-site inspection of the Work and will arrange for off-site inspection when noted on the drawings and/or when specified in the various technical sections of the Specifications as the responsibility of the City. All other required inspection will be the responsibility of the Contractor.
- E. The City will not pay any costs for licenses required in the performance of the Work. The Contractor shall assume this responsibility in total.

15. TESTS:

A. City's Responsibilities

- 1. The City reserves the right to test or require the Contractor to obtain "called tests" of any materials or performance over and above "required tests" as defined in the following Paragraph B.1, and provided such "called tests" show the Work meets the specified requirements, the City will pay for the cost of the tests. If the

Contractor was required to obtain the test from a third party, the City will reimburse the Contractor on the basis of Contractor's certified statement of the results and costs, with appropriate supporting documentation.

B. Contractor's Responsibilities

1. The Contractor will arrange and pay for all tests of materials or performance as required by the Specifications or by ordinance or governing authority. These are defined as "required tests".
2. The Contractor shall pay for all "called tests" as defined in preceding subparagraph A.1, when the test results show the materials or performance fails to meet the specified requirements. Immediately thereafter, the Contractor, at Contractor's own expense, shall remove the improper Work and replace same with materials or performance meeting the specified requirements. The Contractor shall also bear the expense of any tests required of the replaced Work, and of any subsequent removal, replacement, and testing as may be necessary to obtain materials or performance meeting the specified requirements.

16. SUBSTANTIAL COMPLETION:

- A. The date of Substantial Completion of the Work, or designated portion thereof as set forth in the Contract Documents, is the date certified by the City when construction is sufficiently complete, in accordance with the Contract Documents, so the City may occupy or use the Work, or designated portion thereof, for the use for which it is intended.
- B. When the Contractor considers that the Work, or designated portion thereof as set forth in the Contract Documents, is substantially complete as defined above, the Contractor shall prepare for submission to the City a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the City determines that the Work or designated portion thereof is substantially complete, it will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate shall state the responsibilities of the City and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall list remaining items to be corrected or completed. The Work not fully completed or corrected shall be completed to the satisfaction of the City within thirty (30) calendar days after Substantial

Completion, or within a period of time mutually agreed upon between the Contractor and the City. In the event the Contractor fails to complete or correct the remaining items within the allotted time, the City may complete or correct the items and deduct the cost thereof from the Contract amount.

- C. Warranties required by the Contract Documents, as discussed in Article 40 of the General Conditions, shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- D. Upon Substantial Completion of the Work or designated portions thereof, and upon application of the Contractor, the City, in City's sole discretion, may release and/or reduce the amounts retained subject to the limitations of Public Contract Code Section 9203.
- E. In accordance with the General Conditions, the City reserves the right to occupy substantially completed portions of the Work and any such portion shall be subject to the above provisions for Substantial Completion.

17. OCCUPANCY BY THE CITY:

- A. The Contractor, Contractor's employees, and representatives will be admitted by the City to the premises for the purpose of executing the Work to be performed under this contract, but they shall have no tenancy.
- B. It is further understood that the City shall have the right to take temporary possession of, or use any portion of, any substantially completed part of the Work. Before taking possession of any Work, the City shall furnish the Contractor a list of items of Work remaining to be performed or corrected on those portions of the Work that the City intends to take possession of or use. However, a failure of the City to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of the Contract. The City's possession or use shall not be deemed an acceptance of any Work under the Contract.
- C. While the City has such possession or use, the Contractor shall be relieved of the responsibility for the loss of, or damage to, the Work in place resulting from the City's possession or use. If prior possession or use by the City delays the progress of the Work or causes additional expense to the Contractor, an adjustment may be made in the Contract Amount or the Contract Time, under the applicable scheduling and cost provisions of this Contract.

18. WORKERS:

Only workers skilled in the various trades required on this contract shall be employed upon the Work. Any mechanic or laborer employed upon the Work who, in the opinion of the Department, is non-cooperative or who shall prove careless or incompetent, shall be immediately removed from the Work by the Contractor, when notified to do so, and shall not be re-employed upon the Work.

19. HOURS OF WORK:

Work in excess of eight (8) hours per day will be permitted by employees of contractors under this Contract only so long as Section 1815 of the Labor Code of California is complied with by such contractors.

20. SATURDAY, SUNDAY, HOLIDAY, AND OVERTIME WORK:

A. No construction Work shall be done on Saturdays, Sundays, or holidays recognized by the City government and no Work shall be performed outside of normal Working hours without the consent of the City, unless required under these specifications. In any event, all Work shall be subject to approval of the City. Prior to the start of such Work, the Contractor shall arrange with the City for the continuous or periodical inspection of the Work and tests of materials, when necessary. If requests are made by contractors for permission to Work overtime, nights, Saturdays, Sundays, or holidays, and such requests are granted, the Contractor shall bear all extra expense to the City or the awarding entity for inspection and other incidental expenses caused by such overtime work. If Contractor is requested, in the interest of the awarding entity, to work overtime by the City; or if overtime Work is specifically required by these Specifications, all extra expense of inspection will be paid by the City. Should the Contractor find it necessary in order to complete the Work according to schedule to perform certain of Contractor's operations on Saturdays, Sundays, holidays or overtime, these operations shall be performed as part of the Work included in the contract price and shall not constitute a basis for additional payments. Refer to above paragraph for the obligations for the Contractor to assume the cost of inspections.

B. The City reserves the right to order in writing Work outside of normal working hours to avoid inconvenience of occupants of existing facilities or to perform special operations that, in the judgment of the City best serve the intent of the Contract Documents and the orderly prosecution of the Work. If the City

elects to order Work outside of normal working hours, the Contractor shall make all arrangements to supply an adequate Work force for the task to be accomplished and will be compensated for the premium portion of the wages paid, plus labor burdens applicable to the premium portion only of the wages paid. Contractor shall submit copies of Contractor's payrolls indicating the premium wages actually paid, and the City will issue a Change Order to reimburse the Contractor for Contractor's actual costs only.

21. EMPLOYMENT OF INDENTURED APPRENTICES:

- A. Contractor shall comply with Section 1777.5 and 1777.7, Labor Code, State of California.
- B. All Contractors shall employ registered apprentices at a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman. Contractors shall be responsible for the compliance of all Subcontractors.
- C. Contractor and Subcontractors shall keep an accurate record showing the name of the craft and wage rate of each apprentice and journeyman employed by each entity. Subcontractor shall provide, weekly, such records to the Contractor. Records shall be made available to the Division of Apprenticeship Standards and the City, for the purpose of determining compliance. Failure to comply may result in withholding payments and other penalties as provided by the Labor Code.

22. AFFIRMATIVE ACTION PLAN FOR EQUAL EMPLOYMENT OPPORTUNITY:

- A. The following provisions pertaining to equal employment opportunity are incorporated into this Contract. All references herein to "Contractor" shall be deemed to refer to the "general" Contractor.
- B. During the performance of any construction Contract in excess of \$10,000, the Contractor agrees as follows:
 - 1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor certifies and agrees that all persons employed by such firm, Contractor's affiliates, subsidiaries, or holding companies are, and will be, treated equally by the firm without regard to or because of race, color, religion, sex, or national origin and in

compliance with all anti-discrimination laws of the United States of America and the State of California.

2. In all advertisements for labor or other personnel, or requests for employment of any nature, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor shall deal with Contractor's Subcontractors without regard to or because of race, color, religion, sex or national origin.
4. The Contractor shall comply with current Federal employment and reporting requirements for City-funded construction contracts. Specifically, the Contractor shall make a good faith effort to comply with federal employment goals for minority and female employment and shall report minority and female employment data in a timely manner on the federal form provided by the contract awarding authority.
5. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the contract awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section.
6. The Contractor shall allow the City access to Contractor's employment records during regular business hours to verify compliance with these provisions when so requested by the City.
7. The Contractor agrees that if the City finds that any of the above provisions has been violated, the same shall constitute a material breach of contract upon which the City may determine to cancel, terminate, or suspend the Contract. While the City reserves the right to determine independently that the anti-discrimination provisions of the Contract have been violated, in addition, a determination by the Federal Equal Employment Opportunity Commission or the California Fair Employment and Housing Commission that the Contractor has violated federal or state anti-discrimination laws may constitute a finding by the City that the Contractor has violated the anti-discrimination provisions of the Contract.

8. At City's option, and in lieu of canceling, terminating, or suspending the Contract, the City may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of two hundred dollars (\$200) for each violation found and determined. The City and Contractor specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because, from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.
9. The Contractor shall include the provisions of the foregoing Paragraphs B.1. through B.8. in every subcontract, so that such provisions will be binding upon each Subcontractor performing Work required by this contract.

23. PAYROLL RECORDS:

The Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California. Maintain payroll records as enumerated in Subdivision (a). The Contractor and Contractor's Subcontractors shall submit weekly to the City a copy of all certified payrolls, indicating that the wage rates are not less than those determined by the State Division of Industrial Relations and the classifications set forth for each laborer or mechanic conform with the Work they performed. Submission of a "Weekly Payroll Report" (Form 347 or similar) is required under this Contract. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors within seven (7) days after their payroll period. Failure of the Contractor to comply with the Labor Code requirements to pay prevailing wages and to maintain certified payroll records may result in withholding from progress payments amounts for underpaid wages and penalties as authorized by the Labor Code.

24. QUALITY OF WORK AND MATERIAL:

- A. All materials, parts, and equipment furnished by the Contractor shall be new, first quality, and free from defects and imperfections. Workmanship shall be in accordance with the best standard practices.
- B. Any item or Work installed by the Contractor, but not in conformance with the drawings and specifications, shall be removed by and at the Contractor's expense upon written request from the City.

- C. If such items or Work are not removed or satisfaction obtained by the City within thirty (30) calendar days of such request, then the City may have such items or Work removed and Work completed to conform to drawings and specifications at the Contractor's expense.

25. RESPONSIBILITY OF CONTRACTOR AND OF CONTRACTOR'S REPRESENTATIVE ON THE WORK:

The Contractor shall give personal attention and supervision to the Work until same is entirely completed. In the absence of the Contractor from the Work, he shall have a representative in charge who shall be competent to superintend and direct the progress of the Work and who shall be authorized to receive instructions and to act for the Contractor on all matters related to the Work. The name of this representative shall be sent by letter to the Department immediately after the awarding of the contract.

26. REPAIRING DAMAGED WORK:

- A. All portions of the Work that may be damaged by accident or in the course of or on account of building operations, or by reason of any other cause whatsoever during the progress of the Work, shall be carefully and neatly repaired or reconstructed and the whole left in first-class condition and turned over to the City ready for use.
- B. Should any part of the Work of this contract be cut into or damaged by other Contractors, the Contractor and party causing such damage shall make adjustments between themselves relative to reconstruction or repairs and payment for same.

27. LIST OF SUBCONTRACTORS AND SUBLETTING WORK:

- A. No part of the construction Work shall be done as piece Work, nor shall it be let to a Subcontractor after the execution of the original contract except as provided by law. In case part of the Work should be sublet, these General Conditions shall govern each trade insofar as they may apply to the Work of that trade.
- B. Where more than one Contractor or where Subcontractors are engaged upon the Work, they shall coordinate their efforts (in accordance with Article 35 of these General Conditions regarding other contractors, or under the control

and guidance of the General Contractor), and shall be responsible, one to the other, for any damage or injury to the work.

- C. Bidders and Contractor shall be governed by the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California. Bidders shall set forth in their Bids, on forms provided for same, the name and location of the mill, shop, or office of each Subcontractor who shall perform the Work or labor or render service to the Contractor in or about the construction of the Work, and the portion of the Work which shall be done by each Subcontractor.
- D. No subcontract shall be assigned or transferred except as provided in the above sections of the Public Contract Code of the State of California.
- E. In case any Work is let to a Subcontractor, the Contractor shall be at all times responsible for the Work so done to same extent as if the Contractor were doing or had done the Work.
- F. If a Subcontractor is named who shall perform the Work or labor or render service to the Contractor with respect to a material specified or indicated by patent or proprietary name and/or by the name of the manufacturer, and such Subcontractor cannot reasonably act with like respect to the material offered as an equal then, the Bidder shall, in his Bid Form, include with the pertinent data to be listed on the "Equals" page(s), the name and address of the Subcontractor who shall act with respect to the equal material.
- G. In accordance with Public Contract Code Sections 4100, et seq., the Bidder must list all subcontractors who shall perform in excess of one-half of one percent of the Work. (See Subcontractors' Section of the Instructions to Bidders.)

28. ADVERTISING:

No advertising matter shall be attached or painted on surfaces of buildings, fences, or canopies, except that names of Contractors and Subcontractors, with their addresses and the designation of their particular branch, may be shown on signs of a removable type. Size and location of such signs shall be subject to approval of the Department. The Contractor shall provide a project identification signboard as specified.

29. COORDINATION WITH OTHERS AND OTHER CONTRACTS:

- A. The City reserves the right to award other contracts for any Work on any portion of the project not included in this Contract.
- B. Where coordination with other Contractors is required, the Contractor shall adhere to the appropriate provisions in Project CPM schedule for the access to the site by those Contractors, the schedules of Work developed by them, and any coordination required between any of those Contractors and between any of them and this Contractor.
- C. The Contractor shall perform the Work of the Contract so that it will properly coordinate and fit the Work performed by other Contractors. He shall give the other Contractors every reasonable opportunity to perform their Work, store materials, and place equipment thereof, and fit their Work to the Work of other Contractors. They shall furnish to the other Contractors all information necessary in order that they may properly connect and fit their Work to Contractor's in ample time, so that they may have reasonable opportunity to prepare their Work therefore. They shall make the Work of this Contract ready to receive the Work of the other Contractors at the time fixed thereof, and shall fit this Work to that of the other Contractors at the time fixed therefore.
- D. The Contractor shall cooperate with others in the prosecution of all Work and shall not interfere with material, equipment, or workers of the City or other Contractors engaged by the City at the site of the Work.
- E. All Contractors engaged in Work at the site shall have, insofar as practical, equal use of the premises and facilities. In case of disagreement regarding such use, the matter shall be referred to the City, whose decision relative to said use shall govern.
- F. If any part of the Contractor's Work depends on proper execution or results upon the Work of any other separate Contractor, the Contractor shall inspect and promptly report to the City any apparent discrepancies or defects in such Work that render it unsuitable for such proper execution and results. Failure of the Contractor to inspect and report shall constitute an acceptance of the other contractor's Work as fit and proper to receive the Contractor's Work, except as to defects which may develop in the other separate contractor's Work after the execution of the Contractor's Work.

- G. Should the Contractor cause damage to the Work or property of any separate Contractor on the project, the Contractor shall, upon due notice, settle with such other Contractor by agreement or arbitration if it will so settle. If such separate Contractor sues the City or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the City shall notify the Contractor who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the City arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the City for all attorney's fees and court or arbitration costs which the City has incurred.

30. CONTRACTOR'S CONSTRUCTION EQUIPMENT:

The Contractor shall furnish and maintain all equipment such as stairs, ramps, runways, scaffolds, hoists, etc., required for the proper execution of the Work. All such equipment and construction shall meet all requirements of all ordinances and laws applicable thereto.

31. CONTRACTOR PERSONNEL:

- A. The Contractor agrees to employ only orderly and competent workers, skillful in the performance of the type of Work required under this Contract, to do the Work and agrees that whenever the City informs the Contractor in writing that any workers on the Site are incompetent or disorderly, such Worker shall be discharged from the Work and shall not again be employed on the Work without the City's written consent.
- B. The Contractor shall give adequate attention to the faithful prosecution and completion of this Contract and shall keep on the Site at all times during project's progress, competent personnel superintendent and any necessary assistants to supervise and direct the Work. Grounds for removal of Contractor personnel specifically include (but is not limited to) the failure or refusal of such personnel to adhere to the Contractor's planned Construction Schedule as developed by the Contractor.

32. AUDITS AND RECORDS:

The Contractor shall maintain all data and records pertinent to the Work performed under this Contract, in accordance with generally accepted accounting principles, and shall preserve and make available all data and records until the expiration of four (4) years from the date of final payment under this Contract, or for such longer period, if any, as is required by applicable statute or by other articles of this Contract. The authorized representatives of the City shall have access to all such

data and records for such time period to inspect, audit, and make copies thereof during normal business hours. Contractor covenants and agrees that it shall require that any subcontractor utilized in the performance of this Contract shall permit the authorized representatives of the City to similarly inspect and audit all data and records of said Subcontractors relating to the performance of said Subcontractors under this Contract for the same time period.

33. WARRANTY AND CORRECTIONS TO WORK:

- A. In addition to any other warranties in the Contract Documents, the Contractor warrants that Work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any Subcontractor or supplier at any tier.
- B. Corrections to the Work may be required during construction or any applicable warranty period. At the City's option, the cost of such corrections may be withheld from progress payments.
- C. This warranty shall continue for a period of not less than one (1) year from the date of Substantial Completion of the Work, but not less than any warranty period otherwise provided by the manufacturer and/or installer. If the City takes occupancy of any part of the Work before Substantial Completion, a warranty covering that specific portion of the Work shall begin for a period of one year from the date the City takes partial occupancy. The City will notify the Contractor in writing of the scope of any partial occupancy and the specific items under warranty.
- D. The Contractor shall remedy at the Contractor's expense any failure to conform to the requirements of the Contract Documents or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to City-owned or controlled real or personal property, when that damage is the result of:
 - 1. The Contractor's failure to conform to or comply with Contract requirements; or
 - 2. Any defect of Contractor-furnished equipment, material, workmanship, or design.
- E. The Contractor shall restore any Work damaged in fulfilling the terms and conditions of this Article. The Contractor's warranty with respect to Work

repaired or replaced shall be extended for one (1) year from the date of repair or replacement.

- F. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- G. If the Contractor fails to remedy any failure, defect, or damage within ten (10) working days (or immediately in the case of an emergency where delay would cause serious risk of loss or damage) after receipt of notice, the City shall have the right to remove, replace, repair, or otherwise remedy the failure, defect, or damage, and all direct and indirect costs of such removal, replacement, repair, and correction, including compensation for additional professional services, shall be paid by the Contractor.
- H. With respect to all warranties, express or implied, from Subcontractors, manufacturers, or suppliers for Work performed and materials furnished under this contract, the Contractor shall:
 - 1. Obtain all warranties that would be given in normal commercial practice;
 - 2. Require all warranties to be executed, in writing, for the benefit of the City, if directed by the City; and
 - 3. Enforce all warranties for the benefit of the City, if directed by the City.
- I. In the event the Contractor's warranty has expired, the City may bring suit at City's expense to enforce a Subcontractor's, manufacturer's, or supplier's warranty.
- J. Unless a defect is caused by the Contractor or Subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the City, nor for the repair of any damage that results from any defect in City-furnished material or design.
- K. This warranty shall not limit the City's rights under other articles of this Contract or as provided by law with respect to latent defects, gross mistakes, or fraud.

- L. The terms of this Article do not relieve the Contractor of any legal liability for defects discovered after one year from the date of occupancy. The obligations imposed by this article shall survive termination of the Contract.

34. HAZARDOUS MATERIAL

- A. Hazardous Material is any product, substance, chemical, crude oil (or any products, by-products, or fractions thereof), whose nature, quantity, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other material or materials in, on or about the project site: (a) is or becomes potentially injurious to the public health, safety or welfare, environment, or the project site; (b) is or becomes regulated or monitored by any governmental authority; or (c) may, according to statutory or common law theory, such as nuisance (public or private), waste, trespass, negligence, strict liability, or tort, be a basis for liability in tort, or be a basis for liability to third parties.
- B. Contractor shall notify the City when the Contractor has reason to suspect the presence of any Hazardous Material on the project site, whether or not such material was generated by Contractor or the City.
- C. In the event the presence of hazardous material is suspected or discovered on the project site, the City shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required.
- D. Except as may be otherwise provided herein, the Contractor shall not be obligated to commence or continue Work in the affected area until any known or suspected hazardous material discovered on the project site has been removed, or rendered or determined to be harmless by the City, as certified by an independent testing laboratory and approved by the appropriate government agency.
- E. In the event the presence of hazardous materials on the project site is not caused by the Contractor, the City shall pay for all costs of testing and remediation, if any, and shall compensate Contractor any additional costs incurred or project delay in accordance with the applicable provisions of changes in the work herein. In addition, the City shall defend indemnify and hold harmless the Contractor and its agents, officers, City Managers and employees from and against any and all claims, damages, losses, costs, and expenses incurred in connection with or arising out of relating to the performance of the Work in the area affected by the hazardous material.

- F. In the event the presence of hazardous materials on the project site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the City for any additional costs incurred as a result of Contractor's generation of hazardous material on the project site. In addition, the Contractor shall defend, indemnify, and hold harmless the City and its Special Districts and agents, officers, and employees from and against any and all claims, damages, losses, costs, and expenses incurred in connection with, or arising out of, or relating to, the presence of hazardous material on the project site.
- G. The terms of this hazardous material provision shall survive the completion of the Work and/or any termination of this Contract.

35. CONTRACTOR SAFETY REQUIREMENTS:

In the performance of this Contract, the Contractor shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation.

- A. **Jobsite Safety:** The Contractor shall be solely responsible for ensuring that all work performed under the Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices, and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.
- B. **Project Safety Official:** The Contractor shall designate in writing a Project Safety Official who shall be at the jobsite at all times, and who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the City to direct the cessation of all work activities and operations at no cost to the City until such time as the Contract is in compliance.
- C. **Safety Indemnification:** To the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the City and its officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims and/or causes of action for damages of any nature whatsoever,

including but not limited to injury or death to employees of the Contractor, its subcontractors or City attributable to any alleged act or omission of the Contractor or its subcontractor which is in violation of any CAL/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. The City may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the City, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by CAL/OSHA arising out of the Project.

36. INDEMNIFICATION:

- A. Until the Work is completed and accepted by the awarding entity, the Contractor shall indemnify, defend, and hold harmless the City and the City elected and appointed officials, officers, employees, agents and volunteers (the indemnified parties) from and against any and all liability, loss, injury, or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Contractor's acts and/or errors and omissions arising from and/or relating to the Project. This indemnification does not apply to liability caused by the active negligence of the City.
- B. The Contractor shall assume all risks and bear all cost for loss of, damage to, or missing or stolen equipment, tools, vehicles, and materials owned, hired, leased, or used by the Contractor for this Project.

37. GENERAL INSURANCE REQUIREMENTS:

Without limiting the Contractor's indemnification, the Contractor shall provide and maintain, during the term of this Agreement, the insurance specified in this Agreement. Such insurance shall be primary to, and not contributing with, any insurance or self-insurance programs maintained by the City and such coverage shall be provided and maintained at the Contractor's own expense.

- A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the City shall be delivered to the Huntington Park Engineering Division located at Huntington Park City Hall – 6550 Miles Avenue, Huntington Park, CA 90255, prior to commencing work under this Contract. Such certificate(s) or other evidence shall:
 - 1. Specifically identify this Contract, including the project name and specification number.

2. Clearly evidence all insurance required in this Contract.
 3. Contain the express condition that the City is to be given written notice by the issuing insurance company by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 4. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the indemnified parties (the City and the City elected and appointed officials, officers, and employees (agents and volunteers) as insured for all activities arising from this Contract.
 5. Show the Contractor's insurance as primary to the City's insurance and self-insurance programs. This may be evidenced by adding the following statement to the additional insured endorsement, "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insured, and the additional insured insurance and self-insurance programs are excess and non-contributing to the named insured insurance."
 6. Confirm deductibles or self-insured retentions shall not exceed \$25,000, and the deductibles/retentions apply on a "per occurrence" or "per loss" basis. The City retains the right to require the Contractor to provide a bond guaranteeing payment of all such retained losses and costs attributable to the Contractor's retention, or, withhold payment to Contractor in the amount of all or any deductibles/retentions, as the City deems appropriate.
- B. Insurer Financial Ratings: Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the City, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the City.
- C. Waiver of Subrogation: The Contractor agrees to release the indemnified parties and waive its rights of recovery against the indemnified parties under the insurance policies specified in this Agreement.
- D. Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the City, shall constitute a material breach of the Contract upon which the City may immediately terminate or suspend this Agreement. The City, at its

sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the City may purchase such required insurance coverage, and without further notice to the Contractor, the City may deduct from sums due to the Contractor any premium costs for such insurance and charge the Contractor for any additional amounts due, if any.

38. INSURANCE COVERAGE REQUIREMENTS--TYPES AND LIMITS:

The City's insurance requirements specify that Contractors should obtain coverage from insurance companies acceptable to the City who have a current A.M. Best rating of not less than A:VII. A Best rating of A:VII indicates that the company evidences strong financial strength and ability to meet their ongoing financial obligations to policyholders.

- A. General Liability Insurance: Such coverage shall be written on ISO policy form CG 00 01 or its equivalent. See Supplementary Conditions, Section 00800, Article 7, Insurance Coverage Requirements—Types and Limits, for additional information regarding limits, occurrence, policy aggregate, and products/completed operations aggregate.
 - B. Automobile Liability Insurance: Such coverage shall be written on ISO form CA 00 01 or its equivalent. Such insurance shall include coverage for all “owned,” “hired,” and “non-owned” automobiles, or coverage for “any auto.” See Supplementary Conditions, Section 00800, Article 7, Insurance Coverage Requirements—Types and Limits, for additional information regarding liability limits.
 - C. Workers Compensation and Employers Liability Insurance: Such coverage shall provide workers compensation benefits, as required by the Labor Code of the State of California. Such policy shall be endorsed to waive subrogation against the City for injury to the Contractor's employees. If the Contractor's employees will be engaged in maritime employment, the coverage shall provide the benefits required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act, or any other Federal law to which the Contractor is subject.
- 1. In all cases, the above insurance shall include Employers Liability coverage with limits not less than:

- a. Each accident: \$1 million
- b. Disease – policy limit: \$1 million
- c. Disease – each employee: \$1 million

D. Pollution General Liability

Provide Certificate of insurance from an "A" rated or better insurance company for Contractor's Pollution liability for pollution events caused during Contractor Work. The limits shall be no less than \$2,000,000 per claim and annual aggregate.

E. Performance Security Requirements (Contracts in excess of \$25,000): Prior to execution of the Contract, the Contractor shall file surety bonds with the City in the amounts and for the purposes noted below, and on bond forms provided by the City. All bonds issued in compliance with the Contract shall be duly executed by a solvent surety company that is authorized by the State of California, is listed in the U.S. Department of Treasury's Listing of Approved Sureties (Annual Circular 570) and is satisfactory to the City, and it shall pay all premiums and costs thereof and incidental thereto (see <http://www.fms.treas.gov/c570/>).

1. Materials and Labor Bond (Payment Bond): Shall be in the sum of not less than 100% of the Contract price to assure the payment of claims of material men supplying materials to the Contractor, subcontractors, mechanics, and laborers employed by the Contractor on the Work. This bond shall be so conditioned as to inure to the benefit of persons furnishing materials for or performing labor upon the Work. This bond shall be maintained by the Contractor in full force and effect until the Work is completed and accepted by the City, and until all claims for materials, labor, and subcontracts are paid.
2. Bond for Faithful Performance: Shall be in the sum of not less than 100% of the Contract price to assure the faithful performance of the Contract. This bond shall be so conditioned as to assure the faithful performance by the Contractor of all Work under said Contract, within the time limits prescribed, including any maintenance and warranty provisions, in a manner that is satisfactory and acceptable to the City, that all materials and workmanship supplied by the Contractor will be free from original or developed defects, and that should original or developed defects or failures appear within a period of one year from the date of acceptance of the Work by the City, the Contractor shall, at Contractor's own expense, make good such defects and failures and make all replacements and adjustments required, within a reasonable time after being notified by the City to do so, and to the approval of the City. This bond shall be maintained by the Contractor in full force and effect during the performance of the Work of the Contract and for a period of one year after acceptance of the Work by the City.

Each bond shall be signed by both the Contractor (as Principal) and the surety.

Should any surety or sureties upon said bonds or any of them become insufficient or be deemed unsatisfactory by the City, the Contractor shall replace said bond or bonds with good and sufficient sureties within ten days after receiving notice from the City that the surety or sureties are insufficient or unsatisfactory. Should any surety or sureties be deemed insufficient or unsatisfactory, no payment(s) shall be deemed due or will be made under this Contract until the new sureties shall qualify and be accepted by the City.

39. ASSIGNMENT:

- A. The Contractor shall not assign this Contract without the consent of the City. The Contractor shall be bound by and comply with all applicable provisions of the Labor Code of the State of California and shall keep informed of and observe and comply with and cause all of Contractor's agents and employees to observe and comply with all federal, state, and local laws which in any way affect the conduct of the Work of this Contract.
- B. Work performed on City-owned property, irrespective of political subdivision location, shall be governed by the City Building Laws, and Work performed outside the property lines of City-owned property shall be governed by the local laws of the City, city, or other municipal government having jurisdiction.

40. PATENTS:

In the event that any patented article, material, or process is to be installed or used in the performance of the Work as shown on the drawings or particular specifications therefore, the Contractor shall pay the royalty chargeable and shall save, keep, and bear the City harmless from all damage, costs, and expenses by reason of any infringement of the patent thereof, or by reason of the failure to pay the royalty chargeable for use thereof, and any loss to the City or the awarding entity in the event that the City is enjoined from using such patented article or material and the incidental damage caused by the loss of use and damage to City property or awarding entity in removing same, and cost of replacing the article or material the use of which is enjoined. Provided further the Bond for Faithful Performance shall be deemed to expressly apply to this provision of the specifications.

41. SUSPENSION AND/OR TERMINATION OF WORK AND/OR CONTRACT:

A. Suspension of Work

1. The City may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the City.
2. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Work covered by the order during the period of Work stoppage.
3. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by (a) an act of the City in the administration of this Contract, or (b) by the City's failure to act within the time specified in this Contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly. However, no adjustment shall be made under this Article for any suspension, delay, or interruption to the extent (a) that performance would have been suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or (b) for which an adjustment is provided for or excluded under any other provision of this Contract.
4. No claim under this paragraph shall be allowed (a) for any costs incurred more than fourteen (14) calendar days before the Contractor shall have notified the City in writing of the act or failure to act involved, (but this requirement shall not apply as to a claim resulting from a suspension order), and (b) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment. No part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this Article.

B. Termination for Convenience

1. The City may, whenever the interests of the City so require, terminate this Contract, in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and the date termination becomes effective.
 - a. The Contractor shall incur no further obligations in connection with the terminated Work, and, on the date set in the notice of termination, the Contractor shall stop Work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated Work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated Work. The City may direct the Contractor to assign the Contractor's right, title, and interest under the terminated orders or subcontracts to the City. The Contractor must still complete the Work not terminated by the notice of termination and may incur obligations as are necessary to do so.
 - b. The City may require the Contractor to transfer title and deliver to the City in the manner and to the extent directed by the City: (a) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated; and (b) the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the City. The Contractor shall, upon direction of the City, protect and preserve property in the possession of the Contractor in which the City has an interest. If the City does not exercise this right, the Contractor shall use its best efforts to sell such supplies and manufacturing materials for the benefit of the City.

- c. If the parties are unable to agree on the amount of a termination settlement, the City shall pay the Contractor the following amounts:
 - 1. For Contract Work performed before the effective date of termination, the total (without duplication of any items) of:
 - (a) the percentage of the Contract price which equals the percentage (%) of Work completed in accordance with the schedule of values, less prior progress payments, and any applicable Liquidated Damages. The amounts of outstanding Stop Notices shall be withheld until the Stop Notices are resolved as provided by law.
 - (b) the cost of settling and paying terminated subcontracts and orders that are properly chargeable to the terminated portion of the Work;
 - 2. The reasonable costs of effectuating the settlement of the Work terminated, including:
 - a. accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement bids and supporting data;
 - b. the termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - c. storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

C. Termination for Default

- 1. If the Contractor refuses or fails (a) to commence the Work within the time required by this Contract, (b) to prosecute the Work or any separable part with the diligence that will ensure completion within the time specified in this Contract, including any authorized extension, (c)

to provide sufficient and properly skilled workers or proper materials or equipment to complete the Work in an acceptable manner and without delay, (d) to promptly pay its subcontractors, laborers, and materialmen, (e) to perform any of Contractor's other obligations under this Contract, or (f) to complete the Work within the time specified in this Contract ("events of default"), the City may, by written notice to the Contractor, terminate the right to proceed with the Work (or the separable part of the Work). In this event, the City may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work. The Contractor and Contractor's sureties shall be liable for any damage to the City resulting from events of the default, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the City in completing the Work.

2. The Contractor's right to proceed shall not be terminated because of delays, nor will the Contractor be charged with damages under this article, if:
 - a. the delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor (examples of such causes include: (i) acts of God, (ii) acts of the public enemy, (iii) acts of the City in either its public or contractual capacity, (iv) acts of another Contractor in the performance of a contract with the City, (v) fires, (vi) floods, (vii) epidemics, (viii) quarantine restrictions, (ix) strikes, (x) freight embargoes, (xi) unusually severe weather, or (xii) delays of Subcontractors or Suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the Subcontractors or Suppliers); and,
 - b. the Contractor, within fourteen (14) calendar days from the beginning of any delay (unless extended by the City), notifies the City in writing of the causes of the delay in accordance with Specification Section 01310, Construction Schedule. The City shall ascertain the facts and the extent of the delay. If, in the judgment of the City, the findings warrant such action, the time for completing the Work shall be extended by Change Order. The findings of the City will be final and conclusive on the parties.

3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City.
4. The rights and remedies of the City in this article are in addition to any other rights and remedies provided by law or under this Contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.

D. Termination for Improper Consideration

1. City may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any City officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, City shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.
2. Contractor shall immediately report any attempt by a City officer or employee to solicit such improper consideration. The report shall be made either to the City Manager charged with the supervision of the employee at (626) 580-2001.
3. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

- E. Notice of suspension or termination for any reason shall be given in writing and shall be complete one day after deposit in the United States mail in a sealed envelope with postage prepaid and directed to the Contractor at Contractor's address as filed with the City, or upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor be

a partnership or by the president, vice-president, secretary or general manager, if the Contractor be a corporation, or by the managing agent regularly in charge of the Work on behalf of said Contractor, shall in any case be sufficient notice.

42. LIMITATION OF LIABILITY:

- A. This project may be awarded by or the Contract may be assigned to a joint powers authority or a nonprofit corporation established by the awarding entity. Bonds, certificates of participation, or other evidences of indebtedness will be issued by a joint powers authority or nonprofit corporation or the awarding entity or the City, for the purpose of constructing the Work contemplated by these Drawings and Specifications. The proceeds of said sale shall be the sole source of funds for payment of all Work to be done and all claims of any kind that may be made under the provisions of this Contract. Neither the awarding entity, nor (if different) the issuing entity, nor any individual parties thereto, nor the City, nor the City's agents, shall have any liability whatsoever to the Contractor or others arising out of, or in any way connected with, Work to be performed hereunder, save and except as such liability may be paid and discharged out of said proceeds, and except as specifically provided for in these specifications. Contractor shall look solely to said proceeds for payment of Work to be done or any claims whatsoever that may be asserted hereunder. Contractor expressly releases and discharges the awarding entity, the issuing entity, and the City and each of them from any and all liability, cost, or expenses save and except such liability, cost, and expense as may be paid for out of said proceeds.
- B. The issuing entity will adopt a policy to sell and issue bonds, certificates of participation, or other evidences of indebtedness at such times and in sufficient amounts to ensure that funds are provided for the prompt payment, as installments become due, for Work performed hereunder.

43. FORUM SELECTION:

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Contractor, on Contractor's behalf or on the behalf of any Subcontractor, which arises from this agreement or is concerning or connected with services performed pursuant to this agreement, shall be deemed to be in the courts of the State of California.

44. WAIVER:

The waiver by the City of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained.

45. PRIOR AGREEMENTS:

This Contract contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this agreement and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Contract may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor-in-interest.

46. PROGRESS PAYMENTS:

In accordance with Public Contract Code Section 20104.50, the City shall make progress payments within thirty (30) days after receipt of an undisputed and properly submitted payment request from a Contractor on a construction contract. Interest shall be paid to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure if the City fails to make payment within the thirty (30) days. If the payment request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable, but not later than seven (7) days after receipt accompanied by a document setting forth in writing the reasons why the payment request is not proper.

The Contractor will use Primavera Expedition 9.1 (or the latest version) to prepare and submit progress payments unless otherwise instructed by the City.

47. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the City and the awarding entity of all claims and all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the City, awarding entity, and others relating to or arising out of this Work. No payment, however final or otherwise, shall operate to release the Contractor or his sureties from any obligation under this contract or the Performance and Payment Bond.

48. SUBSTITUTION OF SECURITIES FOR RETENTION:

In accordance with Public Contracts Code Section 22300 et seq., the Contractor may substitute securities for retention monies to be withheld to ensure performance under this Contract. At the request and expense of the Contractor, securities

equivalent to the amount withheld may be deposited with the City, or with an approved State or Federally chartered bank as the escrow agent. The City will then pay such retention moneys to the Contractor. It is the Contractor's obligation to secure the services of a state or federally chartered bank to act as escrow agent. Securities eligible for investment include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for retention monies withheld and shall receive any interest earned by the securities. The standard form of the City's Escrow Agreement is on file at the Engineering Division of the Department of Public Works. The terms of that Agreement are incorporated by reference.

49. RESOLUTION OF CONSTRUCTION CLAIMS:

The provision of Public Contract Code 20104 et seq. relating to the resolution of construction claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and a local agency are hereby incorporated in this Contract.

50. CONFLICT OF INTEREST:

No City employee whose position in City enables him to influence the award of this agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

51. ANTI-TRUST CLAIMS:

In entering into a public works Contract or a Subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the 44 Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2, Division 7, of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Contract or Subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

END OF SECTION

described herein and elsewhere in these Bid Documents. As used in this Instructions to Bidders, the word "City" means and refers to the City of Huntington Park, a municipal corporation.

The Bidder and each listed subcontractor must have a valid license, issued by the
SECTION 00800

SUPPLEMENTARY CONTRACT CONDITIONS

1. DEFINITIONS:

Whenever the following words appear in the Contract Documents, they will be construed to have the following meanings:

- a. "City" means the City of Huntington Park.
- b. "Awarding Entity/City" means the City of Huntington Park.
- c. "City Council" means the City Council of the City of Huntington Park.
- d. "Department" means the Public Works Department of the City of Huntington Park.
- e. "Owner" means the City of Huntington Park.
- f. "City Manager" means the City Manager of the City of Huntington Park or his authorized representative.
- g. "Engineer" means the City Engineer for the City of Huntington Park or his/her authorized representative.
- h. "Project Documents" means the manual prepared for the project, consisting of the Bid and Contract Requirements, Conditions of the Contract, Addendums, and Technical Specifications.
- i. "Contract" means the agreement, which has been executed by the Contractor and the City.
- j. "Contract Documents" means those documents identified in Paragraph 5 of the General Conditions.
- k. "Contractor" means the Prime Contractor awarded the Contract by the City.

- l. "Award of Contract" means the date the City awards the construction Contract to the Contractor.
- m. "Notice to Proceed" means the date the City Manager authorizes the Contractor to proceed with the Contract work.
- n. "Acceptance of the Project" means City's acceptance of the work.
- o. "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The work may constitute the whole or a part of the project.
- p. "The Project" is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include Work by the City or others.
- q. "Substantial Completion" means the Date of Substantial Completion of the Work, or designated portion thereof as set forth in the Contract Documents, certified by the City when construction is sufficiently complete, in accordance with the Contract Documents, so the City may occupy or use the Work, or designated portion thereof, for the use for which it is intended.
- r. "Notice to Bidders" means any written modification to the Contract Documents issued prior to the bid date.
- s. "Day" means calendar day unless otherwise specified.
- t. "Drawings" or "Project Plans" means the graphical and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the work, generally including plans, elevations, sections, details, schedules, and diagrams.
- u. "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work, and performance of related services.

- v. "Inspection Notice": A sequentially numbered written notice issued to the Contractor for the purpose of, but not limited to, the following:
 - 1) Define items/installations that deviate from the Contract Documents and which payment may be withheld.
 - 2) Alert as to problem areas prior to issuing Noncompliance.
 - 3) Void previously issued Inspection or Noncompliance Notice when corrections have been made.
 - 4) Give notice of approval.
 - 5) Provide general project information.
 - 6) Define delinquent submittals.
 - 7) Advise Contractor of not complying with safety requirements.
- w. "Noncompliance Notice": A sequentially numbered written notice issued to the Contractor that defines materials, installations, and/or situations that do not comply with codes or the Contract Documents and which payment cannot be made. The statement "remove and replace" will be included when required.

2. PAYMENTS:

Payments on account of the Work comprising the original Contract shall be made upon demand of the Contractor as follows:

- a. A working day of the month shall be selected by the City and the Contractor, which day shall remain constant throughout the life of the project, and vary only as needed to fall on a working day. A payment request equal to ninety-five percent (95%) of the labor performed and material actually installed in the work during the previous thirty (30) days or since the last payment request shall be submitted by the Contractor and presented to the City for payment.
- b. A payment request for the five percent (5%) withheld from the monthly progress payments shall be submitted by the Contractor to the City upon

completion and acceptance by the City of all the work called for under the original Contract.

- c. In the event of payment on account of additional work for a Change Order, supplemental agreement, or unit price authorization, the retention shall be as stipulated by the original Contract.
- d. When progress payments are to be made, no payment on account of the work and at any time while there is work in progress will be considered an acknowledgment that any or certain portions of the work have been done in accordance with the Drawings and Specifications. Should there be any balance due the Contractor at the time of the acceptance of the work such balance shall be paid upon said acceptance.
- e. All demands for payment shall be itemized and rendered in four (4) copies by the Contractor and shall be certified by the City when found by City to be correct. Payment will be made to the Contractor within thirty (30) days after the approval by the City.
- f. Cost of bonds or liability insurance shall not be included as an item in the demands for monthly progress payments. In the compilation of demands for progress payments, neither stipulated nor bid unit prices for deductions shall be used as the basis for computing prices for the work completed.
- g. When the Contractor has requested payments that would bring his total payment to fifty percent (50%) of the Contract, all subcontractors and material suppliers on record with the Contract Administrator will be notified by U. S. Mail regarding the status of such payment.

Subcontractors and material suppliers of record will be advised to refer to their rights under the Civil Code relating to the "Stop Notices" and other means or methods of securing payment for their work or materials.

3. PAYMENT FOR STORED MATERIAL:

The City, at its discretion, may authorize "Progress Payments" at the invoiced price, minus retention specified under "Payments", for:

- a. Material and equipment delivered to the site but not incorporated in the Work.
- b. Material and equipment delivered and stored off the site in a bonded warehouse or other location within approved by the City.

- c. The provisions allowing prepayment for materials will be applied to large items of equipment and construction materials of special manufacture or order for the job.

Contractor must furnish with his Request for Payment acceptable evidence showing such material and/or equipment has been paid for in full, together with a verified statement that same is/are free from all liens and encumbrances and will be utilized in the Work covered by this Contract and a material list sufficient for physical inventory at the storage location. All shop drawings and material submittals must be approved prior to authorizing payments.

All storage, handling and rehandling costs, insurance and responsibility for protection and proper installation of such material and equipment, is the obligation of the Contractor. No payment, pursuant to this provision for material or equipment, shall in any way relieve the Contractor of its responsibility to obtain or provide, at its expense, any such material or equipment, or release the Contractor from any of its obligations under this Contract.

Department may enter upon the premises where the material and/or equipment is stored for inspection, checking, or any other purpose it deems necessary. The Contractor will be reimbursed for any City taxes levied against such material or equipment while so stored, upon presentation of a receipted tax bill for same.

4. EQUIPMENT LAYOUT DRAWINGS:

When any section of the specifications requires the submittal of an "Equipment Layout Drawing", the Contractor shall coordinate all work under various sections of the Specifications to assure that no interferences occur in the rooms or areas for which such drawings have been required and that necessary clearances are provided.

Installation of affected equipment shall not proceed until required drawings have been approved by the Department.

5. AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS:

The following forms and reports are required to be completed by the Contractor and/or Subcontractors according to the instructions furnished for each and at the time shown below for each:

- a. Within five (5) working days of subcontract award:

- Contractor's Notification of Subcontracts Awarded

- b. Prior to commencement of work:

- Notice of EEO Commitment

- c. During the construction period:

- Monthly Employment Utilization Report (form CC257)

6. SURVEY OPERATIONS:

The Contractor shall provide all necessary construction surveying and staking to ensure that the proposed improvements are constructed in accordance with the locations, dimensions, elevations, and slopes as shown in the Project Plans.

7. INSURANCE COVERAGE REQUIREMENTS—TYPES AND LIMITS (See General Conditions):

8. CERTIFICATE OF INSURANCE (See General Conditions):

9. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the City and the Regional Office of the Environmental Protection Agency.

10. [RESERVED NO TEXT]

11. CORRESPONDENCE:

All correspondence shall be addressed to the City of Huntington Park, 6550 Miles Avenue, Huntington Park, California 90255, Attention: Community Development Department. This address shall be included in all contracts with subcontractors and suppliers.

END OF SECTION

SECTION 00900

CHANGES TO THE CONTRACT

1.01 SCOPE OF WORK SPECIFICALLY INCLUDES POTENTIAL CHANGES

- A. Without invalidating the Contract and without notice to sureties or insurers, the City may at any time order the Contractor to perform a Change in the Scope of Work by adding, deleting, or modifying Work; or by directing the Contractor to prosecute Work out of sequence from the most recently accepted Construction Schedule.
- B. The City reserves the right to direct the Contractor to perform a Change in the Scope of Work solely for its own benefit. Reserving the right to order a Change in the Scope of Work in no way obligates the City to exercise its right.
- C. The City reserves the right to direct the Contractor to perform a Change in the Scope of Work prior to completing a Contract Change Order. Any change in Contract Sum or Contract Time shall be made in accordance with the Contract Documents.
- D. Unless stated elsewhere, the City reserves the right to order the Contractor to perform Extra Work, to delete Work, or to prosecute Work out of sequence from the most recently accepted Construction Schedule so long as the dollar value for the changed Work ordered by the City does not exceed the following:
 - 1. Where the changed Work is self-performed by the Contractor, the change in Contract Sum shall be limited to **twenty-five percent (25%)** of the initial Contract Sum;
 - 2. Where the changed Work involves one or more subcontractors, the aggregate change in Contract Sum shall be limited such that no one subcontractor's change exceeds **twenty-five percent (25%)** of its initial subcontract dollar amount;
 - 3. The total change in number of working days does not exceed **twenty-five percent (25%)** of the initial Contract Time (in working days) as defined on the date that the Notice to Proceed is issued.
- E. Any unit prices stated in the Bid, or as negotiated as part of any Contract Change Order, shall apply to one hundred percent (100%) of the quantity identified for bidding purposes, plus or minus **twenty-five percent (25%)**.
- F. The City reserves the right to require that the Contractor and/or its subcontractors to work overtime where such extra effort is deemed to be in the best interests of the City.

1.02 WRITTEN DIRECTION TO PROCEED WITH A CHANGE IN THE SCOPE OF WORK

- A. The City will authorize a Change in the Scope of Work by issuing the Contractor an Owner Directive or a Contract Change Order. Except for emergencies endangering life, limb, or property, no Change in Scope of Work shall be performed by the Contractor unless such Work has been authorized in writing by the City.
- B. Where the City anticipates that a Change in the Scope of Work may result in a change in either Contract Sum or Contract Time, the City shall issue such direction to the Contractor by either a Contract Change Order or an Owner Directive.
- C. Where sufficient time exists for the City to process a Contract Change Order prior to start of changed Work, the City may do so. At the sole discretion of the City, or where sufficient time does not exist to process a Contract Change Order, the City may direct the Contractor to perform a Change in the Scope of Work by issuing an Owner Directive.
- D. Where the City does not anticipate that a Change in the Scope of Work will result in a change in either Contract Sum or Contract Time, the City shall issue such direction to the Contractor by Field Directive. In no way does the issuance of a Field Directive deprive the Contractor of its ability to submit a Change Order Request for compensation where the Contractor believes that an actual cost was incurred in the performance of the changed Work. The Contractor is solely responsible for recovering compensation in accordance with the Contract Documents for any Change in the Scope of Work.
- E. Where 1) the Contractor has received direction from the City to perform changed Work, and 2) the City has indicated that the changed Work will not result in a change in the Contract Sum or the Contract Time, and 3) the Contractor does not agree that the changed Work did not impact the current Contract Sum or Contract Time, then the Contractor shall immediately notify the City. If the disagreement is not resolved prior to start of work, then the changed Work shall be documented as for Forced Account Work.
- F. The Contractor shall forfeit any right to recover costs for changed Work where such work was performed prior to the Contractor notifying the City in accordance with the Contract Documents.
- G. The Contractor shall forfeit any right to recover costs for changed Work where the work was not documented as required for Forced Account Work.
- H. Any Change in the Scope of Work prosecuted by the Contractor without written authorization shall be prosecuted at the sole risk of the Contractor, and the City shall have no obligation to compensate the Contractor with a change in Contract Sum or an change in the Contract Time.

1.03 NOTIFICATION TO THE CITY PRIOR TO STARTING AND UPON COMPLETION OF ANY CHANGE IN THE SCOPE OF WORK

- A. The Contractor shall notify the City prior to start of any changed Work. Such notification shall allow the City sufficient time to marshal whatever forces are required to monitor the Contractor's efforts in performing the changed Work.
- B. The Contractor shall provide notification to the City not less than one (1) working day prior to the commencement of any changed Work. The City shall have the right to require the Contractor to suspend Work where notification was not given in accordance with this Subsection. Such suspension, where directed by the City, shall be at no cost to the City.
- C. The Contractor shall be solely responsible for all costs incurred in performing any changed Work where such Work was performed prior to notifying the City that the Contractor had commenced Work.
- D. The Contractor shall notify the City upon completion of each individual Extra Work activity.

1.04 DOCUMENTATION

- A. Where any portion of work directed by the City is being done on a Force Account Basis, regardless of cause, the Contractor shall fully document its efforts to perform such work in accordance with this Section.
- B. All labor, equipment, materials, and other direct costs furnished or incurred on Force Account Work shall be documented daily on forms accepted by the City for this purposes. At a minimum, such daily form shall document the following information:
 - 1. Name of Project;
 - 2. Name of Contractor;
 - 3. Date the form is completed;
 - 4. Space for unique form identification (Form ID) number (to be assigned by or accepted by the City);
 - 5. Description of the work performed on the day worked;
 - 6. Date the work is performed;
 - 7. Name of individual completing the form;
 - 8. Name of subcontractor performing Force Account Work;
 - 9. Names of all individuals performing labor (individuals are to be subdivided by name of subcontractor);

10. Labor Classification for each individual performing labor;
11. Labor hours worked by each individual;
12. Each piece of equipment used, identified by manufacturer and model number;
13. Hours each piece of equipment is used;
14. Itemized list of all materials used including manufacturer, model number, and quantity;
15. Signature space for the individual completing the form;
16. Name of City's representative receiving and accepting the data entered on the form;
17. The date the City's representative accepted the information shown on the form.

Note: All labor related information shall be consistent with the Contract requirements for certified payroll.

- C. Daily documentation of Force Account Work shall be delivered to the City within one (1) working day of the date performed. The Contractor forfeits all rights to dispute the City's account of the Contractor's Force Account Work where the daily documentation is delivered to the City more than two (2) working days after the date the Work was performed.
- D. Where the Contractor and the City are in agreement with the information shown on the daily documentation, the City's representative shall accept and sign the form. Where the Contractor and the City are not in agreement, the Contractor and the City shall jointly identify the information that is in agreement and the information that is in disagreement, and then the City shall accept the form.
- E. Except for any disputed information, once the daily documentation of Force Account Work has been accepted by the City, the documentation shall be considered the true record of the actual Force Account Work performed.

1.05 IMPACT TO THE CONSTRUCTION SCHEDULE

- A. Where the Contractor believes that any changed Work has impacted the most recently approved Construction Schedule, this impact shall be documented in accordance with the Contract Documents.

1.06 FINANCIAL POSITION OF THE CONTRACTOR

- A. The Contractor agrees that adjustments to the Contract Sum or the Contract Time for a Change in the Scope of Work are not intended to change the financial position of the Contractor. Total Contractor compensation for a Change in the Scope of Work is to be based on verifiable costs actually incurred by the Contractor and/or actual credits owed to the City. All adjustments to actually incurred costs or credits owed shall be in accordance with this Section. In exchange for performing changed Work, the Contractor agrees to accept the compensation specified in this section.
- B. The Contractor agrees that dollar amounts for work credited back to the City as part of a Change in the Scope of Work shall be exactly the same as for added work (“Same In – Same Out”). Dollar amounts for work credited back to the City shall be adjusted in accordance with this Section exactly the same as for added work.
- C. The Contractor agrees that it shall not be entitled to anticipated profit in any form whatsoever for any change in the Scope of Work or change in the Construction Schedule ordered by the City in compliance with Contract Documents except for the Direct Cost Adjustments permitted by this Section.
- D. The Contractor agrees that only costs which can be fully documented, and which result directly from a City directed Change in Scope of Work may be recovered by the Contractor. The Contractor shall specifically not be entitled to additional compensation for “perceived inconvenience,” and the Contractor shall specifically not be entitled to additional compensation for a Change in Scope of Work where no cost was actually incurred by the Contractor, subcontractor, supplier, or material provider, regardless of tier.
- E. The Contractor agrees that costs for a Change in the Scope of Work shall not include any Indirect Costs that would have already been incurred by the Contractor had the Change in Scope of Work not been directed by the City. The Contractor shall be responsible for documenting any Indirect Costs it believes would not have been incurred had the work not changed.
- F. The Contractor agrees that all costs for a Change in the Scope of Work shall specifically include actually incurred costs for insurance and bonding. Upon request by the City, the Contractor shall provide a copy of the payment agreement between it and the insurance and/or bonding provider.
- G. The Contractor agrees that it shall be specifically permitted to recover actual costs incurred by performing Changed Work out of sequence from the most recently accepted Construction Schedule, but only where such actual costs can be supported by documentation accepted by the City.

1.07 FAILURE TO COMPLY WITH STATE OR FEDERAL REQUIREMENTS

- A. As used in this section, the term “state or federal requirements” refers to any state or federal statute, construction code or other requirement enacted or adopted in any manner by the state or federal government.
- B. In seeking award of this contract, Contractor has professed to be a responsible and experienced contractor. As a responsible and experienced contractor, Contractor assumes all responsibilities for performing work in compliance with state and federal requirements regardless of the information shown on the Contract Documents.
- C. Contractor shall be solely responsible for identifying any work which does not comply with state or federal requirements prior to performing such work. Contractor shall immediately notify the City of any work prescribed by the contract documents which fails to comply with any state or federal requirement.
- D. Contractor shall be solely responsible for any costs incurred during the placement and/or removal of any work which fails to comply with state or federal requirements regardless of the information shown on the contract documents.
- E. Contractor shall not be entitled to a change in Contract Sum for any materials utilized in work which does not comply with state or federal requirements regardless of the information shown on the contract documents. Contractor shall be solely responsible for the replacement of any material utilized on or in work which does not comply with state or federal requirements.
- F. Contractor shall not be entitled in a change in Contract Time arising from the performance of any work which does not comply with state or federal requirements regardless of the information shown on the contract documents.
- G. Except for Submittals prepared by the Contractor, the responsibility for performing work in accordance with state or federal statute, construction code or other requirement applies only to the prosecution of the Work described by the Contract Documents and not the professional design prepared by the City’s representatives.

1.08 CHANGES IN CONTRACT SUM

- A. Whenever a Change in the Scope of Work is ordered by the City which results in a change in Contract Sum, the proposed change in Contract Sum will be added to or deducted from the current Contract Sum by a fair and reasonable valuation based on one or more of the following methods:
 - 1. By unit price fixed by agreement between the Contractor and the City prior to start of Work.
 - 2. By unit prices subsequently fixed by agreement between the Contractor and the City.
 - 3. By a negotiated lump sum amount fixed by agreement between the Contractor and the City.
 - 4. By Force Account as described in the Force Account Procedures (below) when directed in writing by the City.
- B. The City agrees to compensate the Contractor for Changed Work in accordance with this Section. The Section defines the manner by which the City is obligated to compensate the Contractor for Changed Work, but not necessarily the manner by which the Contractor, subcontractor, supplier, or material provider is obligated to compensate another subcontractor, supplier, or material provider, regardless of tier. Where the Contractor, subcontractor, supplier, or material provider has entered into an agreement to pay more than the amount permitted to be recovered in this Section for Changed Work, that Contractor, subcontractor, supplier, or material provider shall be solely responsible for providing the difference in compensation. The City shall be specifically relieved of any obligation to compensate the Contractor for changed Work at a dollar amount greater than as specified in this Section.
- C. The City shall have the right to require changes in the Scope of Work to be performed by Force Account anytime the City and Contractor are unable to agree on a price before the Work is to be performed, or where insufficient time exists to negotiate an equitable price for the Change in Scope of Work prior to performance of the Work.
- D. As part of determining any change in Contract Sum, the City shall have the right to request a copy of all compensation it actually paid to any subcontractor, supplier, material provider, and/or other individual providing work on this Project.
- E. Unless otherwise approved by the City, the City shall not be obligated to compensate the Contractor for any Changed Work until a cost has actually been incurred by the Contractor, subcontractor, supplier, or material provider.

1.09 CHANGES IN CONTRACT TIME

- A. Whenever a Change in the Scope of Work is ordered by the City which results in a change in Contract Time, the proposed change in Contract Time will be added to or deducted from the current Contract Completion Date by a fair and reasonable calculation of the actual time required based on one or more of the following methods:
 - 1. By unit time fixed by agreement between the Contractor and the City prior to start of Work.
 - 2. By time subsequently fixed by agreement between the Contractor and the City.
 - 3. By Force Account as described in this Section when directed in writing by the City.
- B. As part of determining any change in Contract Time, the City shall have the right to request a copy of the Contractor's documentation for the compensation it actually paid to any subcontractor, supplier, material provider, and/or other individual providing work on this Project.

1.10 CHANGE ORDER REQUESTS

- A. Change Order Requests ("COR's") shall be submitted to the City . The Contractor shall number each of its Change Order Requests sequentially starting from the number one (1) unless permitted otherwise in writing by the City.
- B. Change Order Requests are solely an instrument of the Contractor. The Contractor shall bear full responsibility for the appropriateness of all items described in the Change Order Request and/or any supplemental documentation submitted by the Contractor.
- C. Where the Contractor's Change Order Request includes costs for labor, material, equipment, and approved services submitted from or by subcontractors at any tier, the Contractor shall be solely responsible for verifying the accuracy and validity of all such subcontractor costs in accordance with applicable laws, Codes, ordinances, rules, regulations and the Contract Documents prior to submitting the Change Order Request to the City.
- D. Where practical, and to facilitate timely approval and payment of CCOs, the Contractor is encouraged to prepare Change Order Requests grouped by either task activity, by trade, and/or by Subcontractor.

- E. Change Order Requests shall include all of the following as a separate line item:
1. Hourly labor payroll costs in accordance with 1.15(D) below.
 2. Fringe Benefit and Other Similar Employee Costs in accordance with 1.15(D) below.
 3. Employee tax and insurance costs in accordance with 1.15(D) below.
 4. Direct subcontractor costs in accordance with 1.15(D) below.
 5. Material costs in accordance with 1.15(D) below.
 6. Actual equipment rental costs in accordance with 1.15(D) below.
 7. Owner owned equipment costs in accordance with 1.15(D) below.
 8. Utility costs in accordance with 1.15(D) below.
 9. Fuel costs in accordance with 1.15(D) below.
 10. Facility costs in accordance with 1.15(D) below.
 11. Other costs in accordance with 1.15(D) below.
 12. Bonding and insurance costs in accordance with 1.15(D) below.
 13. The net change in Contract Time.
- F. The Contractor shall include all necessary supporting documentation at the time of submittal of its Change Order Request.
- G. The City will review the Contractor's Change Order Request and take one of the following actions: 1) Approve; 2) Return with summary comments; 3) Reject or Deny.
- H. All CCOs must be approved by the City in writing before the CCO can be executed.
- I. Where the City directs the Contractor to perform Changed Work that will reduce the Contract Sum and/or the Contract Time, the Contractor shall prepare and submit a Change Order Request for review by the City within thirty (30) working days of such direction. Should the Contractor fail to submit a Change Order Request as required by this paragraph, the City shall have the right to issue a Unilateral CCO.

1.11 CITY'S REVIEW OF CHANGE ORDER REQUESTS

- A. The City shall complete its initial review of the Contractor's Change Order Request within twenty (20) working days of receipt of such Request from the Contractor. On or before the end of this time, the City shall accept the proposed change in Contract Sum and/or Contract Time, shall provide the Contractor with Summary Comments, or shall return the COR as rejected.
- B. Where a Change Order Request is returned to the Contractor with Summary Comments, the Contractor shall address each Summary Comment, and shall return the Change Order Request to the City with each Summary Comment addressed.
- C. The City shall have fifteen (15) working days for each additional review of the Contractor's revised Change Order Request.

1.12 CONTRACT CHANGE ORDERS ("CCO'S")

- A. A Contract Change Order ("CCO") will be issued by the City when, in the opinion of the City, the Scope of Work is being revised to the extent that a change in Contract Sum and/or Contract Time is warranted.
- B. The Contractor shall prosecute all work associated with a CCO in a timely manner. Where Changed Work impacts the most currently approved Construction Schedule, the Contractor shall incorporate the changed work into a revised Construction Schedule, and shall submit the revised Construction Schedule within ten (10) working days.
- C. The Contractor shall sign the CCO as acknowledgement of the Change in the Scope of Work. The Contractor's signature shall also indicate full agreement and complete satisfaction with the change in Contract Sum and/or Contract Time unless notification is otherwise received by the City in accordance with the Contract Documents.
- D. Unless otherwise agreed to and so stated on the CCO, the Contractor may preserve its right to request additional compensation for actual costs incurred but not yet known as of the date the CCO was signed by written notification to the City. Such written notification shall be received by the City within fifteen (15) working days of the date the Contractor signed the CCO. Timely notification to the City is a mandatory prerequisite for preserving the Contractor's right to request additional compensation as the City shall be entitled to its right to monitor and/or document any additional costs that may or may not actually be incurred by the Contractor. Where no such timely notification is provided by the Contractor to the City in accordance with this paragraph, the Contractor shall forfeit any right to claim any additional costs at a later date.
- E. The Contractor shall not be entitled to any compensation for lost anticipated profit in any form on any Work that is deducted from the current Scope of Work in accordance with this Section.

- F. The City reserves the right to furnish materials and equipment, as it deems expedient, and the Contractor shall have no claim for profit, loss of profit, or added fees on the cost of such materials and equipment supplied by the City.

1.13 UNILATERAL CONTRACT CHANGE ORDERS

- A. Where Work is changed by the City, and the City and the Contractor are unable to agree upon an equitable price and/or time adjustment for the Changed Work, the City shall have the right to process a Unilateral CCO. The Contractor shall change its Work in accordance with the Unilateral CCO, but shall retain the right to dispute the change in Contract Sum and/or Contract Time for the Changed Work in accordance with the Contract Documents.
- B. Regardless of any disagreement between the City and the Contractor involving the compensation for Changed Work directed by a Unilateral CCO, the Contractor shall sign and date the Unilateral CCO in acknowledgement of the Changed Scope of Work. Should the Contractor fail to sign a Unilateral CCO within five (5) working days, the City shall have the right to process the Unilateral CCO as if it had been signed and fully agreed upon by the Contractor, and the Contractor shall forfeit all rights to dispute the compensation provided by the City.
- C. Where the Contractor has signed a Unilateral CCO, the Contractor may preserve its right to request additional compensation for actual costs incurred but not yet known as of the date the Unilateral CCO was signed by written notification to the City. Such written notification shall be received by the City within fifteen (15) working days of the date the Contractor signed the Unilateral CCO. Timely notification to the City is a mandatory prerequisite for preserving the Contractor's right to request additional compensation as the City shall be entitled to its right to monitor and/or document any additional costs that may or may not actually be incurred by the Contractor. Where no such timely notification is provided by the Contractor to the City in accordance with this paragraph, the Contractor shall forfeit any right to claim any additional costs at a later date.

1.14 FORCE ACCOUNT PROCEDURES

- A. For any Change in the Scope of Work, the City reserves the right to agree upon the cost and time for such Changed Work prior to the start of such Work. Where the City and the Contractor are unable to agree on total compensation for any Change in the Scope of Work, regardless of cause, the Contractor shall commence such work as directed by the City, and shall be compensated for such work in accordance with this Section. The Contractor shall retain the right to dispute the amount added to or subtracted from the Contract Sum and/or Contract Time for any Changed Work as provided for in the Contract Documents.

- B. The Contractor's compensation for Force Account Work shall be calculated on the documented, actual costs for the following:
1. Hourly labor payroll costs in accordance with 1.15(D) below.
 2. Fringe Benefit and Other Similar Employee Costs in accordance with 1.15(D) below.
 3. Employee tax and insurance costs in accordance with 1.15(D) below.
 4. Direct subcontractor costs in accordance with 1.15(D) below.
 5. Material costs in accordance with 1.15(D) below.
 6. Actual equipment rental costs in accordance with 1.15(D) below.
 7. Owner owned equipment costs in accordance with 1.15(D) below.
 8. Utility costs in accordance with 1.15(D) below.
 9. Fuel costs in accordance with 1.15(D) below.
 10. Facility costs in accordance with 1.15(D) below.
 11. Other costs in accordance with 1.15(D) below.
 12. Bonding and insurance costs in accordance with 1.15(D) below.
 13. Adjustments to hourly labor payroll costs in accordance with 1.18(A)(1) below.
 14. Adjustments to other payroll costs in accordance with 1.18(A)(2) below.
 15. Adjustments to direct subcontractor costs in accordance with 1.11(A)(3) below.
 16. Adjustments to material costs in accordance with 1.18(A)(4) below.
 17. Adjustments to equipment costs in accordance with 1.18(A)(5) below.
 18. Adjustments to utility, fuel, facility, and other direct costs in accordance with 1.18(A)(6) below.
 19. Adjustments for supervision and increased bonding and insurance in accordance with 1.18(A)(7), 1.18(C) and 1.18(D) below.
 20. The net change in Contract Time.
- C. Labor, materials, and equipment cost for which the Contractor intends to seek additional compensation shall be documented in accordance with the Contract Documents. The City shall have the right to request copies of employee time cards for any worker providing additional labor.

- D. The Contractor shall be responsible for separate accounting of all labor hours for all labor performed under Force Account Procedures. Unless otherwise accepted by the City, all costs for labor documentation shall be included in the Contractor's Indirect Costs.
- E. To receive partial and/or final payment for Force Account Work, the Contractor shall submit, in a manner approved by the City, detailed and complete documentation of the Work prosecuted by the Contractor pursuant with the City's direction, and in accordance with this Section

1.15 DIRECT COSTS

- A. Direct costs shall be calculated solely for the contractor, subcontractor, supplier, material provider, etc. actually performing Changed Work. The Contractor and any upper-tier subcontractors shall not be entitled to additional compensation, except for supervision adjustments in accordance with Subsection 1.18 below, where no additional work was actually performed by the Contractor or upper-tier subcontractor.
- B. Where a price is agreed to between Contractor and City based on a price quote for **materials** rather than an actual invoice, that price shall be deemed a tentative price by definition. The Contractor's final compensation shall be based on a paid invoice for the actual material costs. Unless otherwise agreed to by the City, no compensation shall be paid to the Contractor for any materials provided as part of Changed Work until the actual paid invoice is provided to the City. Such invoice shall specifically identify the Project by address, or by location or Project Name where no such address exists.
- C. Where a price is agreed to between Contractor and City based on a price quote for **equipment** rather than an actual paid invoice, that price shall be deemed a tentative price by definition. The Contractor's final compensation shall be based on a paid invoice for the actual equipment used. Unless otherwise agreed to by the City, no compensation shall be paid to the Contractor for any equipment used to perform Changed Work until the actual paid invoice is provided to the City.

D. Direct Costs shall be limited to the following:

1. **Hourly Labor Payroll Costs:** Actual hourly labor payroll costs for workers and foremen as established by negotiated labor agreements or as established by federal and/or state prevailing wage requirements.
2. **Fringe Benefit and Other Similar Employee Costs:** Actual costs for fringe benefits and/or other employee costs actually paid to or on behalf of the employees performing the changed Work.
3. **Employee Tax and Insurance Costs:** Actual direct labor taxes and insurance as established by Law. No other fixed labor burdens will be considered, unless approved in writing by the City.
4. **Direct Subcontractor, Service Provider and Owner-Operator Equipment Costs.** Documented actual direct subcontractor, service provider, and/or Owner-operator equipment costs. Where these costs include (home) office staff labor, the subcontractor shall provide upon request copies of employee time cards to document the requested labor costs, and shall document the employees actual rate of pay. All material costs shall be supported by invoice.

The City may accept the standard hourly rate for work performed by owner-operators of equipment where the City determines that such rate is consistent with the cost that would be incurred based on the actual equipment rental rate specified in paragraph 6 below plus the labor, fringe, tax, and insurance costs specified in paragraphs 1, 2 and 3 above plus the Direct Cost Adjustments specified in 1.18 below. Where the City determines that a requested owner-operator rate is not in accordance with this paragraph, the Contractor shall limit its request for compensation to the actual equipment rental rate specified in paragraph 6 below plus the labor, fringe, tax, and insurance costs specified in paragraphs 1, 2 and 3 above as if the Owner-Operator were subject to the applicable prevailing wage requirements of this Contract plus the Direct Cost Adjustments specified in 1.14(A) below.

5. **Direct Material Costs.** The documented cost of materials, including sales tax, where paid. Material costs shall be limited to those materials actually used, consumed, or applied during the performance of the Changed Work. Surplus material shall be returned to the City upon request. Costs for all surplus material not returned to and accepted by the City shall be deemed an Indirect Cost for the Contractor.

6. **Actual Equipment Rental Costs.** Direct costs of equipment rental shall be limited to the actual amount paid, but in no case shall the amount to be paid to the Contractor exceed either (a) or (b) below:

- a. Rates as published in the

***State of California,
Business, Transportation, and Housing Agency,
Department of Transportation (Caltrans),
Division of Construction,
Labor Surcharge and Equipment Rental Rates***

Said Labor Surcharge and Equipment Rental Rates are available at the following State of California web site:

<http://www.dot.ca.gov/hq/construc/>

(The edition of said Labor Surcharge and Equipment Rental Rates shall be that edition which is in effect at the time the equipment is used.)

- b. Rates based on local rental availability.

Where less than three (3) local rental rates can be verified by the City, the Contractor shall be paid the lowest available rate. Where three (3) or more rental rates can be verified by the City, the Contractor shall be paid the average of the local rental rates. For the purposes of this paragraph, "Local" shall be defined as any rental facility within a seventy-five (75) mile radius of the Project site, or as accepted by the City.

Except where otherwise permitted in writing by the City, Direct Costs for equipment rental will be allowed for only those hours, days or months during which the equipment is in actual use. **Any costs associated with equipment rental where the equipment is not actually in use shall be considered part of the Contractor's Indirect Costs.** For the purpose of this paragraph, "Use" shall be defined as the actual time the equipment is in operation for the performance of Changed Work. "Use" shall specifically not include time where the equipment is located on site but is not in operation.

7. **Contractor Owned Equipment Costs.** Direct costs for Contractor owned equipment shall be limited to (a) or (b) below:
 - a. Ninety five percent of Caltrans equipment rental rate as determined in (6)(a) above.
 - b. Ninety five percent (95%) of fair market rental rates as determined in (6)(b) above.

(Note: A 5% reduction in rental rate is deducted to compensate for the profit a rental company is entitled to, but for which the Contractor is not, because the Contractor is permitted to increase its actual Direct Costs by 5% as part of the permitted direct cost adjustments in this Section. This reduction prevents the Contractor from being paid twice for profit and overhead for equipment owned by the Contractor.)
8. **Utility Costs.** Documented utility costs directly associated with or necessary to perform the Changed Work. Undocumented utility costs shall be considered Indirect Costs by definition.
9. **Fuel Costs.** Documented fuel costs for equipment operated solely for the Changed Work. Undocumented fuel costs shall be considered Indirect Costs by definition.
10. **Facility Costs.** Documented facility (trailer, portable toilet, etc.) costs directly attributable to the Changed Work. No facility cost adjustment shall be made where the facilities would have been provided under the original Base Bid Work. Undocumented facility costs shall be considered Indirect Costs by definition.
11. **Other Costs.** Other documented costs accepted by the City as being a Direct Costs to the Changed Work. Undocumented costs shall be considered Indirect Costs by definition.
12. **Bonding and Insurance Costs.** Documented bonding and insurance costs directly attributable to the Changed Work. Undocumented insurance and bonding costs shall be considered Indirect Costs by definition. (Rather than document bonding and insurance costs, these costs may be assumed as permitted below.

1.16 INDIRECT COSTS

- A. The Contractor's indirect costs shall include all costs not specifically identified as a direct cost, and shall include, but not be limited to, all of the following:
1. Interest or other money related costs associated with the financing of construction required to be performed by the Contractor prior to its submission and approval of a progress or final payment request.
 2. All offsite labor, office, and corporate costs not employed directly for performance of Work on the Project. Construction of form work offsite for later use on the Project Site would be an example of a Direct Cost. Utility costs for maintenance of offsite facilities would be an example of an Indirect Cost.
 3. All onsite Contractor and subcontractor administrative, supervision, and office costs;
 4. Labor costs associated with Rework;
 5. Contribution to stock bonus, pension/profit-sharing; deferred compensation and other employee benefit expenses not directly associated with State and/or Federal Prevailing Wage Requirements;
 6. All Small Tool Costs (tools with a purchase price of \$200 or less);
 7. Cleanup costs beyond that covered by other actually incurred labor, material, and equipment costs.
 8. Costs for repair and maintenance of equipment and facilities;
 9. Quality control and quality assurance costs;
 10. Inspection costs;
 11. Safety training;
 12. Equipment and material depreciation costs;
 13. Equipment and tool maintenance costs;
 14. Research and development costs;
 15. Bidding expenses;
 16. Any and all costs associated with documenting employee labor hours associated with any revision in Scope of Work or compliance with any prevailing wage requirement;

17. Any and all material costs for materials used for the benefit and/or protection of the Contractor, the subcontractor, and/or any of their employees unless specifically approved by the City;
18. Any and all unused equipment time, regardless of whether the equipment is rented or owed by the Contractor or any of its subcontractors;
19. All taxes other than specifically identified labor taxes and sales taxes on purchased direct cost materials.

1.17 CONTRACTOR COST DOCUMENTING REQUIREMENTS

- A. The City shall have the right to confirm compliance with this Section by requesting copies of any information in the possession of the Contractor or any subcontractor, supplier, or material provider, regardless of tier, which relates to the changed work in any manner. Information which the City may request from the Contractor specifically includes:
 1. Copies of any subcontract or other agreement between the Contractor or any subcontractor, supplier, or material provider and any other subcontractor, supplier, or material provider, regardless of tier. For the purpose of determining actually incurred costs for Changed Work, the City shall specifically have the right to request that the Contractor provide a copy of any subcontract or other agreement regardless of tier or scope involving any base bid work.
 2. Copies of actually paid invoices for all materials and equipment;
 3. Time cards for any employee who provided any form of labor associated with City directed Changed Work.

1.18 DIRECT COST ADJUSTMENTS

- A. The Contractor or subcontractor actually performing Changed Work shall be allowed to adjust its Direct Costs, as calculated in accordance with Subsection 1.15, Direct Costs (above), by not more than the following percentages as sole and complete compensation, including all administration and change order processing, for performing the Changed Work:
 1. Hourly labor payroll costs calculated in accordance with Subsection 1.15(D)(1) above may be increased by not more than eighteen percent (18%).
 2. Other labor costs calculated in accordance with Subsection 1.15(D)(2) and (D)(3) above may be increased by not more than eighteen percent (18%).

3. Direct subcontractor, service provider and/or separately contracted owner-operator equipment costs calculated in accordance with Subsection 1.15(D)(4) above may be increased by not more than six percent (6%). [Direct cost adjustments for this category are limited to percent (6%) for supervision of the subcontractor or service provider.]
4. Material costs calculated in accordance with Subsection 1.15(D)(5) above, may be increased by not more than fifteen percent (15%).
5. Equipment costs calculated in accordance with Subsection 1.15(D)(6) or (B)(7) above may be increased by not more than fifteen percent (15%).
6. Utility, fuel, facility, and other direct costs calculated in accordance with Subsection 1.15(D)(9) through (D)(12) above, may be increased by not more than fifteen percent (15%).
7. Actual bonding and insurance costs shall not be adjusted.

In lieu of documenting actual bonding and insurance costs, the compensation for determining bonding and insurance may be taken as not more than two percent (2%) of the sum of all Direct Costs permitted by Subsection 1.15 plus any adjustments permitted by this Subsection.

- B. In lieu of calculating the actual cost plus adjustments as described in this Section, the City may, but is not obligated to, accept a standard billing rate so long as such rate includes all obligations, costs and fees specified in the sections referenced in this paragraph. Where such rate is accepted by the City, the subcontractor or individual performing said work shall not be entitled to any additional adjustments of this rate.
- C. The Contractor and each upper-tier subcontractor involved in the changed work shall be entitled to increase the costs of a lower-tier subcontractor, as calculated in this Section, by not more than six percent (6%) for supervision, administration and change order processing; and two percent (2%) for bonding and insurance.
- D. Where work is performed by an owner-operator hired by the Contractor or one of its subcontractors, the supervising Contractor or subcontractor shall be entitled to increase the Owner-Operator's costs by not more than six percent (6%) for supervision, administration and change order processing; and two percent (2%) for bonding and insurance.
- E. When a CCO includes both increases and decreases in the Contract Sum and/or the Contract Time, the permitted Contractor Direct Cost Adjustments shall be calculated on the basis of the net increase or decrease in Contract Sum. Credits to the City shall include the full percentage Direct Cost Adjustment specified in this Subsection.

END OF SECTION

SECTION 00910

DELAYS, EXTENSIONS, AND SUSPENSION OF WORK

1.01 TYPES OF DELAY

A. Delays shall consist of the following types:

1. **Abnormal Delay** shall be defined as any delay in a critical path activity that results from acts of God, fire, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes, and similar acts which prevent the Contractor from employing at least sixty percent (60%) of the total labor and equipment force scheduled for that day for more than a four (4) hour period of time.
2. **Differing Site Condition Delays** shall be defined as any delay in a critical path activity that results from the existence of site conditions which are different the site conditions assumed to exist or specified within the Contract Documents.
3. **Excusable Delays** shall be defined as any delay in a critical path activity that result from causes beyond the control of both the Contractor and the City, and which **could not have** been avoided by the exercise of care, prudence, foresight, and/or diligence on the part of the Contractor, its subcontractors at any tier, or its material suppliers.
4. **Material Shortage Delays** shall be defined as any delay in a critical path activity that result from the utter unavailability of material required to be used by the Contract Documents. To qualify as a material shortage delay, all of the following must be satisfied:
 - a. The delay must be beyond the control of both the Contractor and the City;
 - b. The delay **could not have** been avoided by the exercise of care, prudence, foresight, and/or diligence on the part of the Contractor, its subcontractors at any tier, or its material suppliers.
 - c. The Contractor has demonstrated to the satisfaction of the City that every option available to the Contractor has been employed to obtain such materials from all known sources. Only the physical shortage of said material will be considered as justification for a time extension.
 - d. No extension of time shall be given for any claim that material could not be obtained at a reasonable, practical, or economical cost; unless the Contractor can demonstrate to the satisfaction of the City that such material could only have been obtained at exorbitant prices, that are inconsistent with normal rates, taking into account the quantities involved and usual practices in obtaining such quantities.

- e. No extension of time shall be given for material ordered or delivered late, or whose availability was affected by a failure to procure the material in a timely manner by the Contractor, its subcontractors at any tier, or its material suppliers.
- 5. **Non-Excusable Delays** shall be defined as any delay in a critical path activity that **could have** been avoided by the exercise of care, prudence, foresight, and/or diligence on the part of the Contractor, its subcontractors at any tier, or its material suppliers.
- 6. **City-Caused Delays** shall be defined as any delay in a critical path activity that results from the City's action or failure to act.
- 7. **Unusual Weather Delays** shall be defined as any delay in a critical path activity that results from Unusual Weather (see definition) which prevents the Contractor from employing at least sixty percent (60%) of the total labor and equipment force scheduled for that day for more than a four (4) hour period of time.

1.02 NOTICE OF DELAYS

- A. Regardless of the cause, when the Contractor foresees a delay in the prosecution of the Work, or immediately upon the occurrence of an unforeseen delay, the Contractor shall notify the City in writing of the probability or existence of the delay, the type of delay as defined in Subsection 1.01, Types of Delays above, and the Contractor's opinion of the actual cause of the delay.
- B. The City shall be notified of the anticipated or existing delay within three (3) working days of the Contractor's discovery of the anticipated or existing delay. The Contractor agrees that failure to notify the City within the required time period shall result in the Contractor waiving its rights to claim any time or cost compensation for the delay at a later date.
- C. The Contractor shall take immediate steps to prevent or reduce, if possible, the occurrence, continuance, or duration of the delay.

1.03 COMPENSABLE DELAYS

- A. **Compensable Delay** shall be defined as any delay other than a Non-Excusable Delay. In accordance with this Subsection, compensation to the Contractor for a compensable delay may be in the form of a change in Contract Sum, a change in Contract Time, or both.
- B. In accordance with this Subsection, the Contractor may submit to the City a Change Order Request for any Change in Contract Sum, Contract Time or both, where the Contractor believes that a change in either or both is warranted as a result of a Compensable Delay.

- C. The Contractor agrees that any request for a change in Contract Sum shall be limited to the documented costs that were actually incurred by the Contractor. The Contractor also agrees that it shall not be entitled to any claim for additional compensation, specifically including markups and unanticipated profits as any such compensation would make the Contractor better than whole as a result for any Compensable Delay.

1.04 TYPE OF COMPENSATION

- A. The Contractor shall be entitled to compensation for compensable delays in accordance with the following table:

	Type of Delay				
	Abnormal or Unusual Weather	Differing Site Conditions	Excusable Delay	Material Shortage	City Caused
Type of Compensation	Time Extension Only	Time Extension and Actual Incurred Costs	Time Extension Only	Time Extension Only	Time Extension and Actual Incurred Costs

1.05 CONCURRENT DELAYS

- A. **Concurrent Delays** shall be defined as two or more delays in the prosecution of the Work that may be of the same Type but having different causes that meet all of the following:
- The two or more delays occur at the same time or the two or more delays have a duration that overlaps by at least one (1) working day.
 - The two or more delays affects a Contract milestone or critical path activity.
- B. The Contractor shall be eligible for compensation for concurrent delays in accordance with the table below.

CONCURRENT DELAY COMPENSATION ELIGIBILITY TABLE	
	2 nd Type of Delay

		City-Caused or Differing Site Conditions	Non-Excusable	Abnormal, Excusable, Material Shortage or Unusual Weather
1 st Type of Delay	City-Caused or Differing Site Conditions	Time Extension and Actual Incurred Costs	None ¹	Time Extension Only
	Non-Excusable	None ¹	None	None ²
	Abnormal, Excusable, Material Shortage or Unusual Weather	Time Extension Only	None ²	Time Extension Only

C. FOOTNOTES TO CONCURRENT DELAY COMPENSATION ELIGIBILITY TABLE

- Where the City caused delay has a more negative impact than the Contractor caused delay, the Contractor shall be limited to actually incurred Costs, per the Contract Documents for only the whole number difference in the negative float days. For example, if the City causes a delay which results in five (5) days of negative float, and simultaneously, the contractor causes a delay which results in 3 days of negative float, the Contractor shall be limited to two (2) days (five days minus 3 days) of actually incurred costs.
- Where a delay caused by neither the City nor the Contractor has a more negative impact than the Contractor caused delay, the Contractor shall be limited to a Time Extension for only the whole number difference in the negative float days. For example, if the delay caused by neither the City nor the Contractor results in 5 days of negative float, and simultaneously, the contractor causes a delay which results in 3 days of negative float, the Contractor shall be limited to two (2) days (five days minus 3 days) of Time Extension.

1.06 UNUSUAL WEATHER DELAY DAYS

- Unless otherwise specifically provided for elsewhere in the Contract Documents, the City has not provided for any Weather Delay Days. Where no Weather Delay Days are specified, none exist; and the Contractor shall only be entitled to Compensation for Unusual Weather Delay Days in accordance with this Section.

- B. Where the City has provided for Weather Delays Days, the Days shall be used in accordance with such provisions.
- C. Additional weather delay provisions occur in Subsection 1.12, Weather Day Allowance of Section 00280, Construction Schedule.

1.07 DELAY COST RECOVERY

- A. In the event of a Differing Site Condition Delay or an City-Caused Delay, the Contractor shall have the right to recover all actual costs incurred as a result of the delay. The Contractor shall document all costs. The City reserves the right to summarily reject any costs requested by the Contractor where no documentation for the cost is provided.
- B. In the event of a Differing Site Condition Delay or an City-Caused Delay, the City's only burden is to make the Contractor whole by reimbursing the Contractor for any costs that are actually incurred. The Contractor acknowledges and agrees that it is not entitled to profit on the costs it incurred as this would make the Contractor better than whole.

1.08 TEMPORARY SUSPENSION OF WORK FOR CAUSE

- A. If the Contractor fails to correct defective work or fails to carry out the Work in accordance with the Contract Documents or any other applicable laws, Codes, ordinances, rules or other regulations, the City may, by written direction, order the Contractor to suspend all work, or to suspend any portion thereof, until the cause for such order has been eliminated.
- B. The right of the City to suspend the Work shall not give rise to any duty on the part of the City, or any of its designated representatives, to exercise this right for the benefit of the Contractor or for any other person or entity.
- C. Any delays in critical path Work occasioned by a City directed suspension of the Work shall not relieve the Contractor of any duty to complete the Work prior to the Contract Completion Date.
- D. In the event that a temporary suspension of Work is ordered, the Contractor, at its expense, shall perform all work necessary to provide a safe access to all portions of the suspended work. Should the Contractor fail to provide the safe access as specified, the City may perform such work and the cost thereof may be deducted from any compensation owed the Contractor.
- E.

1.09 TEMPORARY SUSPENSION OF WORK FOR CONVENIENCE

- A. Without cause, the City may, by written direction, order the Contractor to suspend all the Work, or any portion thereof, for such period of time as the City may deem appropriate.

- B. The City shall also have authority to suspend the Work wholly or in part, for such period as the City may deem necessary, due to unusual weather, or for such other conditions as are considered unfavorable for the suitable and/or safe prosecution of the Work.
- C. Any temporary suspension of Work ordered by the City in accordance with this Subsection may be considered justification for a Time Extension to the Contract Completion Date. The time to complete the Work may be extended by an amount equal to the period of such suspension, but only if such suspended work impacts critical path work as shown on the most recently accepted Construction Schedule. The Contractor shall be entitled to compensation as specified for an City-Caused Delay

END OF SECTION



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 3, 2014

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

Dear Mayor and Members of the City Council:

ACTIVITY IN PUBLIC PLACES PERMIT FOR THE CHAMBER OF COMMERCE'S ANNUAL "CHRISTMAS LANE PARADE" (\$14-25).

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve an Activity in Public Places Permit request from The Greater Huntington Park Area Chamber of Commerce to conduct the annual "Christmas Lane Parade" along Pacific Boulevard, between Slauson Avenue and Florence Avenue, on November 22, 2014, at 6:00pm.
2. Discussion and/or action regarding City co-sponsorship of the event.

BACKGROUND

City Council approval of an Activity in Public Places Permit (Permit) for the proposed street parade is required due to the request to close the public street, per Huntington Park Municipal Code Section 5-13.02.

FISCAL IMPACT/FINANCING

The Greater Huntington Park Area Chamber of Commerce (Chamber of Commerce) is responsible for costs incurred by the City related to the street parade. City staff will review the applicable estimated departmental costs with the Chamber prior to the event. The Total Actual Cost will be determined by the City Finance Department after the conclusion of the parade. The applicant will pay the entirety of the invoice within 30 days of receiving the invoice.

For this year's event, City staff has reviewed the application and has provided the following cost estimates:

ACTIVITY IN PUBLIC PLACES PERMIT FOR THE CHAMBER OF COMMERCE'S ANNUAL "CHRISTMAS LANE PARADE" (\$14-25).

November 3, 2014

Page 2 of 3

Police Department	\$15,879.65
Public Works Department	\$9,851.21
<u>Loss of Parking Meter Revenue</u>	<u>\$1,000.00</u>
Total Estimated Cost to City	\$26,730.86

The Chamber of Commerce is asking for the City's participation as a cosponsor for the event. Specifically, the Chamber of Commerce is requesting:

1. That the City contribute \$25,000 towards the parade.
2. That the City provide the services of the Public Works Department and Police Department as in-kind services.

The Chamber of Commerce requested that the \$25,000 contribution be provided from the Cable Origination Fund. However, the Finance Department has indicated the Cable Origination Fund has insufficient funds. Therefore, all City contributions towards the Christmas Lane Parade would impact the City's General Fund.

LEGAL AND PROGRAM REQUIREMENTS

This year's parade is on Saturday, November 22, 2014 from 6 p.m. to 7:30 p.m.

Per the Huntington Park Municipal Code, Section 5-13 (Activities in Public Places), the request to use the public street requires City Council approval. The Police Department, Public Works Department, Engineering Division, Building and Safety Division, Finance Department, Community Development Department and the Office of the City Clerk have reviewed the application to ensure compliance with all applicable federal, state and local regulations.

The "Christmas Lane Parade" has been conducted annually by the Chamber of Commerce for over 60 years. The street parade will have assembly of entry units, marching bands, floats, specialty units, and convertible vehicles. To accommodate the street parade, Pacific Boulevard will be closed to vehicular traffic between Slauson Avenue and Florence Avenue (see attached map). Portions of other side streets such as Gage Avenue, Zoe Avenue, and Saturn Avenue will also be closed for ancillary activities. The street fair is estimated to attract approximately 15,000.

CONCLUSION

Upon City Council approval of the Activity in Public Places Permit for the Chamber of Commerce's 2014 "Christmas Lane Parade", City staff will meet with the Chamber of Commerce concerning the specifics of the event, including costs and areas of coordination.

**ACTIVITY IN PUBLIC PLACES PERMIT FOR THE CHAMBER OF COMMERCE'S
ANNUAL "CHRISTMAS LANE PARADE" (S14-25).**

November 3, 2014

Page 3 of 3

Respectfully submitted,



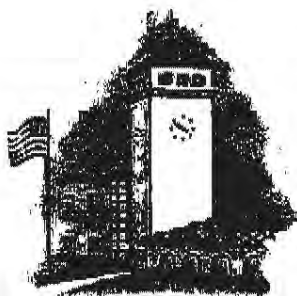
Julio Morales
Interim City Manager



Albert G. Fontanez
Planning Manager

ATTACHMENTS

- A. Activity in Public Places Permit-Application
- B. Proposed Street Parade Layout/Setup
- C. Departmental/Agency Cost Estimates
- D. Letter from Chamber of Commerce



City of
HUNTINGTON PARK *california*

COMMUNITY DEVELOPMENT DEPARTMENT

6550 MILES AVENUE

HUNTINGTON PARK, CA 90255

TEL: (323) 584-6210 FAX: (323) 584-6244

**ACTIVITY IN PUBLIC PLACES
PERMIT APPLICATION**

PERMIT NO. _____

FILING FEE: Minor Events: \$244.19 plus \$10.00 per day; \$81.40 for non-profit entities, plus \$10.00 per day.
Major Events: \$1,627.88 plus \$10.00 per day; \$542.62 for non-profit entities, plus \$10.00 per day.

1. **APPLICANT** (If the applicant is an organization or business, also include the name of a contact person):

THE GREATER HUNTINGTON PARK AREA CHAMBER OF COMMERCE

LETICIA MARTINEZ, EXECUTIVE DIRECTOR/CEO

Mailing Address: 6330 PACIFIC BLVD., SUITE 208, HUNTINGTON PARK, CA 90255

Phone 1: 323-585-1155

Phone 2: _____

Fax: 323-585-2176

Huntington Park Business License No: N/A

Non-profit organization? Yes ☒ No ☐ If yes, Tax I.D. No? 95-1239700

Emergency Contact (name and telephone): LETICIA MARTINEZ (323) 547-3976

2. **ADDRESS / LOCATION OF EVENT/ACTIVITY** (Describe on which portion of the public-right-of-ways the event/activity will take place, i.e. – sidewalk, street alley, etc.):

PACIFIC BLVD. BETWEEN SLAUSON AVE. TO FLORENCE AVE.

3. **DESCRIPTION OF EVENT/ACTIVITY** (Describe purpose of event/activity. Include all activities such as meetings, assembly, parade, procession, or entertainment, etc., if more space is needed please attach a separate sheet of paper):

ASSEMBLY OF ENTRY UNITS - MARCHING BANDS, FLOATS, EQUESTRIAN UNITS, MUSIC BANDS, SPECIALTY UNITS,
AND CONVERTIBLE VEHICLES.

4. **DATE(S) OF EVENT/ACTIVITY:**

SATURDAY, NOVEMBER 22, 2014

5. **TIME(S) OF EVENT/ACTIVITY (for each day):**

6:00 P.M. TO 7:30 P.M.

6. **Have you conducted this event/activity in the past twelve (12) months, in this or a neighboring city?**

Yes ☒ No ☐ If yes, where? IN THIS CITY.

Date(s) NOVEMBER 23, 2013

7. Have you requested or obtained a permit from any other city within which the proposed event/activity shall commence, terminate or occur in part?

Yes ☐ No ☒ If yes, which city? N/A

8. Number of persons expected to attend proposed event/activity? 15,000

9. Number and type of vehicles, equipment and animals that will be used at the proposed event/activity?

20 CONVERTIBLE VEHICLES, FIVE FIVE SELF-PROPELLED FLOATS, 5 EQUESTRIAN UNITS.

10. Will there be vendors that will be participating in the event/activity?

Yes ☒ No ☐ If yes, how many? APPROXIMATELY 3-5

11. Do you have insurance for the proposed event/activity?

Yes ☒ No ☐ If yes, provide information and attach proof: STATE FARM INSURANCE

12. Applicant's authorized representative(s) for management of event/activity. If more than one, please list on a separate sheet of paper. (Note: Applicant or authorized representative(s) must be present at all times during the event/activity)

Representative's Name: LETICIA MARTINEZ, EXECUTIVE DIRECTOR/CEO

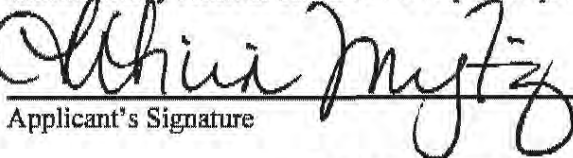
Contact Number: 323-585-1155

Mailing Address: 6330 PACIFIC BLVD., SUITE 208, HUNTINGTON PARK, CA 90255

Please Note:

- Submittal of a plan/map showing the location of the event/activity, including pedestrian and/or vehicle circulation is required.
- A fully completed application with all required approvals must be submitted to the Community Development Department a minimum of thirty (30) days prior to the date of the event/activity, or a minimum of ninety (90) days prior to the date of the event/activity if City Council approval is required.

CERTIFICATE AND AFFIDAVIT OF APPLICANT: I/We understand and agree to abide by all of the Activity in Public Places Permit regulations of the City of Huntington Park and any other conditions imposed for the event/activity requested. I/We certify that all statements made on this application are true and complete. I/We understand that any false statement may result in denial of the requested permit or revocation of any issued permit.



Applicant's Signature

OCTOBER 8, 2014

Date

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

Date Submitted: _____

Received By: _____

Filing Fee: _____

Receipt No.: _____

City Council Approval Required? No ☐ Yes ☐ If yes, tentative meeting date? _____

Departmental/Division Approvals Required:

☐ Police Department

☐ City Clerk

☐ Revenue Collections

☐ Engineering

☐ Building and Safety

☐ Planning

☐ Field Services

Outside Agency Approvals Required:

☐ L.A. County Fire Dept.

☐ L.A. County Health Dept.

☐ Dept. of Alcoholic Beverage Control (ABC)



City of
HUNTINGTON PARK *california*

COMMUNITY DEVELOPMENT DEPARTMENT

6550 MILES AVENUE

HUNTINGTON PARK, CA 90255

TEL: (323) 584-6210 FAX: (323) 584-6244

**ACTIVITY IN PUBLIC PLACES
PERMIT CHECKLIST**

PERMIT NO. _____

Proof of approval is required from the following agencies that are checked:

- ☐ Los Angeles County Fire Department
Fire Prevention Division
Inspector Hours: 7:00 a.m. - 10:00 a.m.
3161 E. Imperial Hwy.
Lynwood, CA 90255
(310) 603-5258

☐ Approved ☐ Not Approved ☐ No Approval
Necessary
☐ Approved w/ Conditions - Comments: _____

Signature: X _____

- ☐ Los Angeles County Health Department
Environmental Health Specialist
245 S. Fetterly Ave., Room 2014
Los Angeles, CA 90022
(323) 780-2272

☐ Approved ☐ Not Approved ☐ No Approval
Necessary
☐ Approved w/ Conditions - Comments: _____

Signature: X _____

- ☐ State Dept. of Alcoholic Beverage Control
Duty Investigator
3530 Wilshire Blvd., Suite 1110
Los Angeles, CA 90010
(213) 736-2005

☐ Approved ☐ Not Approved ☐ No Approval
Necessary
☐ Approved w/ Conditions - Comments: _____

Signature: X _____

Saturday, November 22, 2014 - 6:00 p.m.



***All Units Enter to
Check In Area***

o
r
m
a
t
i
o
n

**Superior Market
Shopping Center
Private Parking Lot**

Randolph Street

Parade Begins Here

ATV Area

**PACIFIC
BLVD**

Zoe Ave.

Saturn Ave.

0-44257-5

Florence Ave.

SANTA FE AVE

FAST & FURIOUS

**SANTA
FE
AVE**

RUGBY AVE

RUGBY AVE

R
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A
V
E

Clarendon Ave.

Private Senior Housing | L

Gage Ave.

Senior P. Housing

Zoe Ave.

Saturn Ave.

Chase Bank

PARK AVE.

Clarendon Ave.

Gage Ave.

Zoe Ave.

Saturn Ave.

EVENT OVERTIME ESTIMATE 64th Annual Christmas Lane Parade (2014)						
Position	Hourly Rate	Overtime Rate 150%	Hours Worked	Total of Hours Worked Per Officer	Total # Of Officers	
Police Sergeant (Sgt Verdiell)	\$ 55.03	\$ 82.55	16.00	\$1,320.72	1	\$1,320.72
Police Sergeant (Sgt Verdiell) Planning	\$ 55.03	\$ 82.55	6.00	\$495.27	1	\$495.27
Police Sergeant	\$ 55.03	\$ 82.55	4.50	\$371.45	4	\$1,485.81
Police Sergeant (Sgt Sanford CP/Prep)	\$ 55.03	\$ 82.55	7.00	\$577.82	1	\$577.82
Senior Officer (Motors Marin & Magallanes)	\$ 48.83	\$ 73.25	10.00	\$732.45	2	\$1,464.90
Senior Officer (Motor)	\$ 48.83	\$ 73.25	4.00	\$292.98	1	\$292.98
Senior Officer	\$ 48.83	\$ 73.25	4.50	\$329.60	22	\$7,251.26
Comm Operator (Dispatcher)	\$ 31.59	\$ 47.39	4.50	\$213.23	1	\$213.23
Parking Enforcement Officer	\$ 24.62	\$ 36.93	9.00	\$332.36	5	\$1,661.78
Code Enforcement Officer	\$ 33.33	\$ 50.00	6.50	\$324.97	2	\$649.94
Police Cadet	\$ 12.94	\$ -	4.50	\$58.24	8	\$465.95
Grand Total						\$15,879.65

The Police Department's approval is contingent upon the listed conditions being met, coupled with the decisions reached during the planning process.
The Police Department has the discretion to increase or decrease staffing based on the final event plan presented.
The Police Department has final approval of the security deployment plan.
All vendors will be required to obtain a City of Huntington Park business license.
Alcohol sales or sampling will not be permitted anytime before, during, or after the event without submittal of the proper licenses.

****** To accomplish the street closures, we will require city yards employees, throughout the day, to deliver and set up barricades, signs, etc...**
We will need city yards employees as early as 0630 hours up to the end of the parade to pick up all of the barricades.
******* Contact City Yard Supervisor Claude Bilodeau for actual costs *******

****** THIS IS A PRELIMINARY ESTIMATE ******

****THIS ESTIMATE IS SUBJECT TO CHANGE BASED ON THE AVAILABILITY OF ON DUTY PERSONNEL AND CHANGING CONDITIONS IN THE EVENT PLANNING ****

PERSONNEL										GRAND TOTAL
DATE	JOB DESCRIPTION	HOURS	REG RATE	OVERTIME RATE	# OF STAFF	CLASSIFICATION	SUB TOTAL			
11/19/2014 (Wednesday)	Load and drop off delineators at designated area's for posting of No Parking signs	3	\$24.79		2	Maint. Workers	\$148.74			
11/21/2014 (Friday)	Prepare all vehicles: Load Street closure equipment barricades, cones, delineators, & event signs.	4	\$24.79		5	Maint. Workers	\$495.80			
		4	\$36.55		1	P.W. Supervisor	\$146.20			
11/22/2014										
Public Works Crew One (5am to 2:30pm)										
5 am to 7am	equipment staging	9		\$37.18	4	Maint. Workers	\$1,338.48			
7 am	1 st street closure	9		\$49.62	1	Maint. Electrician	\$446.58			
12 pm	2 nd street closure	9		\$56.33	1	P.W. Supervisors	\$506.97			
Public Works Crew Two starts (2pm to 11:30pm)										
2 pm	3 rd street closure	9		\$37.18	5	Maint. Workers	\$1,673.31			
6 pm	4 th street closure	9		\$56.33	1	P.W. Supervisors	\$506.97			
8:30 pm	Parade ends/Pacific Blvd. is cleared									
9pm to 11pm	Breakdown of street closure									
							Sub Total	\$5,263.05		
							Overhead	\$1,315.76		
							PERSONNEL TOTAL	\$6,578.81	\$6,578.81	
25.0%										
EQUIPMENT	TYPE	HOURS	HOURLY RATE							
Unit #353	Dump truck	10	\$32.90	1			\$329.00			
Unit #186	Pick up truck	10	\$21.43	1			\$214.30			
Unit #346	Stake bed truck	10	\$21.43	1			\$214.30			
Unit #410	Barricade trailer	10	\$21.43	1			\$214.30			
Unit #409	Cargo trailer	10	\$21.43	1			\$214.30			
Units#226, 227, 228	Message boards on a trailer	72	\$3.20	3			\$691.20			
							EQUIPMENT TOTAL	\$1,877.40	\$1,877.40	
MATERIALS		QTY.	RATE							
Barricades	10' barricades with stands	200	\$3.50				\$762.00			
Cones	18" traffic cones with reflective collars	100	\$0.50				\$50.00			
Delineators	Portable traffic delineators	120	\$0.55				\$66.00			
Slings	NO R/L/L Turn. Merge symbols & lane closed	22	\$4.50				\$99.00			
Barricades	Detour, road closed & road closed ahead	80	\$4.50				\$360.00			
	Type one barricades & type three event signs	8	\$3.50				\$28.00			
Arrow board	Arrow board on a trailer	1	\$30.00				\$30.00			
							MATERIAL TOTAL	\$1,395.00	\$1,395.00	
							TOTAL EVENT COST	\$9,851.21	\$9,851.21	

TOTAL OVERTIME PERSONNEL COST	\$4,472.31



THE GREATER HUNTINGTON PARK AREA CHAMBER OF COMMERCE

6330 Pacific Blvd., Ste 208, Huntington Park, CA 90255 • Tel: 323-585-1155 • Fax: 323-585-2176 • www.hpchamber1.com

October 8, 2014

Co-President
Theresa Bagues
Guerra, Cunningham, Bagues FDR'S

Co-President
Edith Harder
Huntington Park Self Storage

1st Vice President
Art Resendez
Wilshire State Bank

2nd Vice President
Sonia Luz-Chavez
Casa Luz Restaurant

3rd Vice President
Andy Molina
Southeast Churches Services Center

Treasurer
Robert Arciniaga
McDonald's

Presidential Advisor
Don Brabant*
Brabant Realty & Management

Executive Director/CEO
Leticia Martinez
*Greater Huntington Park Area
CHAMBER OF COMMERCE*

DIRECTORS

Anna Chavez
Care 1st

Ronald V. Garcia*
Southern California Edison Co.

Salvador Garcia
Shakey's Pizza

Janine Hamner
Waste Management

Hector Hernandez
Community Hospital

Martin Madrigal
Dearden's Furniture

Joe Martinez
Hub Cities Consortium

David Meza
Southern California Gas Co.

Irene Muro
The Oldtimers Foundation

Marco Soto
Fiesta Taxi

Jose Zepeda
El Aviso Magazine

* Past President

Mayor Rosa E. Perez and Council Members
CITY OF HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, CA 90255

Regarding: "REQUEST FOR CABLE-FUNDING AND IN-KIND SERVICES FOR
PRESENTATION OF HUNTINGTON PARK CHRISTMAS PARADE"

Dear Mayor Perez:

The Greater Huntington Park Area Chamber of Commerce is respectfully requesting the City's assistance and approval to the presentation of this year's 64th Annual Huntington Park's "Fabulous Holiday - Christmas Lane Parade," to be presented on Saturday, November 22, 2014 at 6:00 p.m. along Pacific Blvd., in Downtown Huntington Park.

The annual community tradition is once again scheduled to be presented on the weekend prior to Thanksgiving Day, as a kick-off to the Holiday Shopping Season for the businesses of Huntington Park.

For the presentation, the Chamber of Commerce is respectfully requesting \$25,000.00 from the Cable Origination Fund and the providing of in-kind services of the Public Works Department and Police Officers Department.

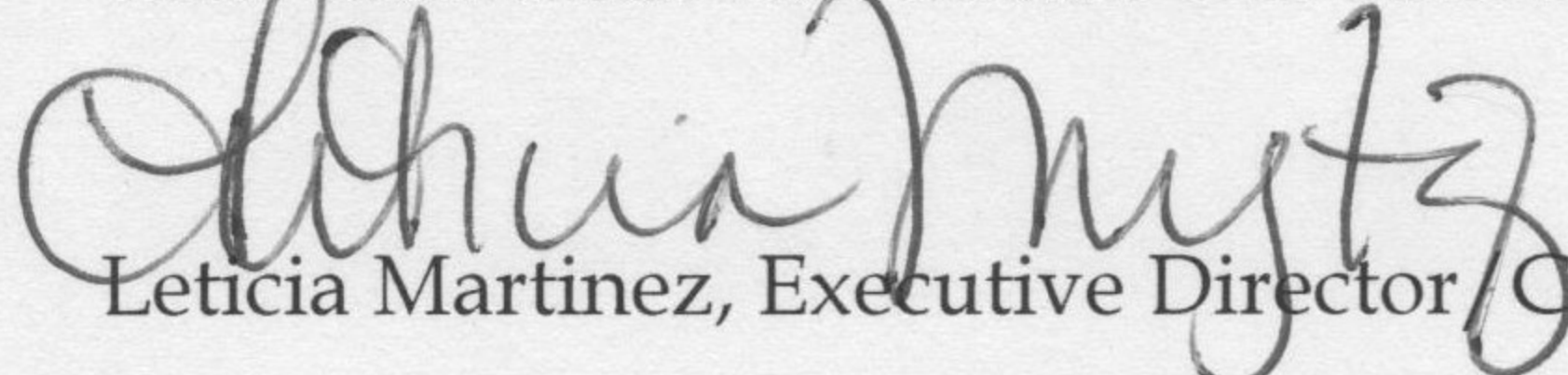
For your reference, attached is a copy of the outlined estimated costs for the presentation of this year's parade. After the Parade's presentation we will gladly submit copies of invoices of payments made to the contractors. In addition, we will also provide for you a Profit and Loss Report for your records.

Your support to this respectful request will be of great appreciation. If you should have any questions, please do not hesitate to contact me at (323) 585-1155 or letty@hpchamber1.com.

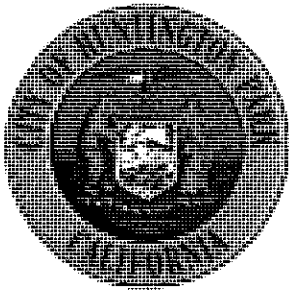
The Chamber of Commerce looks forward to once again presenting the annual community tradition that every year attracts the families of Huntington Park and surrounding cities to the downtown area.

Respectfully,

THE GREATER H.P. AREA CHAMBER OF COMMERCE


Leticia Martinez, Executive Director/CEO

cc: Theresa Bagues, Co-President
Edith Harder, Co-President
Board of Directors
Julio Morales, Interim City Manager
Parade Committee



CITY OF HUNTINGTON PARK

Community Development Department

City Council Agenda Report

November 3, 2014

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

Dear Mayor and Members of the City Council:

CONSIDERATION TO REAPPOINT WALLY SHIDLER AND APPOINTMENT OF EDGAR GARCIA AND GUILLERMO FLORES TO SERVE ON THE HISTORIC PRESERVATION COMMISSION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Reappoint Wally Shidler to serve on the Historic Preservation Commission for a four-year term ending November 3, 2018; and
2. Appoint Edgar Garcia to serve on the Historic Preservation Commission for a four-year term ending November 3, 2018; and
3. Appoint Guillermo Flores to serve on the Historic Preservation Commission for a four-year term ending November 3, 2018.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Mr. Wally Shidler's current four-year term to the Historic Preservation Commission will expire on November 4, 2014. He is seeking reappointment to serve a third four-year term on the Historic Preservation Commission (HPC). If reappointed, Mr. Shidler's new four-year term will expire on November 3, 2018.

Currently, the HPC is unable to meet due to the lack of a quorum. Mr. Shidler is the only active commissioner. Staff is recommending that the City Council appoint at least two additional commissioners to four-year terms that would expire on November 2, 2018.

Staff has received two applications from persons interested in serving on the HPC. The first application was submitted by Mr. Edgar Garcia. Mr. Garcia is a resident of the City of Los Angeles. He has over 10 years of experience in the field of historic preservation

CONSIDERATION TO REAPPOINT WALLY SHIDLER AND APPOINTMENT OF EDGAR GARCIA AND GUILLERMO FLORES TO SERVE ON THE HISTORIC PRESERVATION COMMISSION

November 3, 2014

Page 2 of 3

and urban planning. He is currently a Preservation Planner for the City of Los Angeles. He holds a Bachelor's Degree from Yale University and a Master's Degree from UCLA. The second application was submitted by Mr. Guillermo Flores. Mr. Flores has been a resident of Huntington Park for thirteen years. He has a desire to preserve the history of Huntington Park.

The owners of the Warner Theatre, located at 6714 Pacific Blvd, have submitted to the City an adaptive reuse retail project proposal for the theatre. The Warner Theatre was designated as a Historic Resource by the City Council in 2007 in order to protect its historic architectural significance. Although the theatre has been a great source of pride for the community, it has remained vacant for more approximately 20 years. The City's Historical Preservation Ordinance (HPMC Section 9-3.1814) stipulates that any proposal for the adaptive reuse of a historic resource shall be considered by the Historic Preservation Commission. Therefore, it is imperative that the HPC have sufficient members to be able to meet in the near future.

FISCAL IMPACT/FINANCING

Each Commissioner will voluntarily serve without any compensation. The reappointment and appointment of commissioners will not impact the General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The HPC is responsible for implementing the City's Historic Preservation program as outlined in Title 9, Chapter 3, and Article 18 of the Huntington Park Municipal Code.

Historic Preservation Commissioners are subject to a limit of three consecutive terms. The HPC consists of five members appointed by the City Council and each are appointed to a staggered four year term. The Commission meets on an as need basis, but no more than four times annually.

On October 16, 2006, Mr. Shidler was originally appointed by the City Council to serve on the HPC for a four-year term ending on October 16, 2010. Subsequently, on November 4, 2010, Mr. Shidler was reappointed by the City Council to serve a second four-year term that is set to expire on November 4, 2014. Mr. Shidler has served two full terms as Commissioner. This will be the final consecutive term Mr. Shidler will be allowed to serve pursuant to the Municipal Code.

CONCLUSION

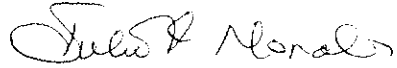
Upon appointment, Wally Shidler, Edgar Garcia, and Guillermo Flores will serve on the City's Historic Preservation Commission for a four-year term that will expire on November 3, 2018.

CONSIDERATION TO REAPPOINT WALLY SHIDLER AND APPOINTMENT OF
EDGAR GARCIA AND GUILLERMO FLORES TO SERVE ON THE HISTORIC
PRESERVATION COMMISSION

November 3, 2014

Page 3 of 3

Respectfully submitted,



JULIO MORALES

Interim City Manager



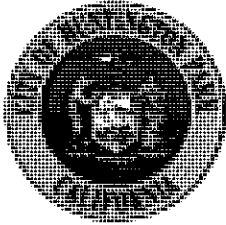
ALBERT G. FONTANEZ

Planning Manager

ATTACHMENTS:

A: Applications for Service on City Commission

ATTACHMENT "A"



CITY OF HUNTINGTON PARK

Application for Service on City Commission or Committee

____ Appointment ☒ Reappointment

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

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

Name Wally G. Shidler Telephone: Day _____

E-mail address _____ Evening _____

Residence address _____

Resident of HP for 75 years

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

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

I am an amateur historian and archivist. I have studied the history of Southern California and Los Angeles County cities and communities for over 50 years. I have a large historical collection of Southern California ephemera, some of which has been used on television programs such as "Ralph Story's Los Angeles," broadcast on KCBS for seven years.

Other volunteer activities or organizations you are involved with.

I am a member of the Los Angeles as a Subject Forum. This forum was instituted by the Getty Research Institute in 1995 and transferred to the Doheny Library at U.S.C. The forum is comprised of Archivists, Librarians, Local Leaders and Scholars dedicated to improving the visibility, access and preservation of archives and collections relating to the Los Angeles region. I am presently serving on the Huntington Park Centennial Committee assisting Sgt. Kinsey of the H.P. Police Dept. in preparing a book about the history of Huntington Park. I am also preparing a history of the Huntington Park Union High School for its Centennial in September, 2009.

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

As a lifetime resident of the area I feel that it is important to preserve the city's past. Too many structures, such as the recently demolished City National Bank building on Pacific Blvd. have been lost. This building with exposed stenciled beams and ceiling could have been restored for adaptive reuse.

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

Los Angeles Metropolitan Transportation Authority:
Gateway Cities Service Sector Governance Council. (Chair)
Citizens' Advisory Council. (Member)
Walnut Park Mutual Water Company, Director, Secretary

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

I would like to help the city identify and document commercial buildings and private residences of historical and architectural significance. Parts of some modern structures, such as the mural on the face of the Washington Mutual Bank should be preserved. It depicts the Rancho San Antonio of Don Antonio Maria Lugo, of which Huntington Park is a part. I would also like to involve our students of the city in the study and research of historic structures as well as the history of the city in which they live.

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

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

Signature _____ Date 10/29/2014

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

PARC COMMISSION

- 7 members
- A minimum of 5 shall be residents of the City
a maximum of 2 may be non-residents but must
do business or be involved with a business operating
in the City
- 3 year term
- Meets 2nd Wednesday each month at 6 p.m.

PLANNING COMMISSION

- 5 members
- Must be a resident of the City
- 4 year term
- Meets 1st & 3rd Wednesday each month at 6:30 pm

CIVIL SERVICE COMMISSION

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

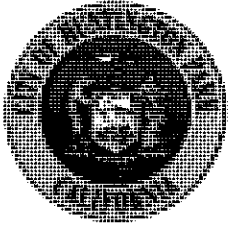
HISTORIC PRESERVATION COMMISSION

- 5 members
- A minimum of 3 shall be residents of the City
a maximum of 2 may be non-residents, must be
professionals in the field of discipline of
Architecture, Urban Planning, American Studies,
Geography, Archeology or other Historic
Preservation Fields.
- 4 year term
- Meets 3rd Tuesday of each month at 6 p.m.

HEALTH & EDUCATION COMMISSION

- 5 members
- Must be a resident of the City or work in education
or health related field within the City
- 4 year term
- Meets the 4th Tuesday each month at 6 p.m.

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



CITY OF HUNTINGTON PARK

Application for Service on City Commission or Committee

☒ Appointment ☐ Reappointment

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

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

Name EDGAR GARCIA Telephone: Day

E-mail address edgar.garcia@lacity.org Evening

Residence address

Resident of HP for NA years

Do you work in HP? NA If yes, how long?

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

With over 10 years experience in the field of historic preservation and urban planning, I currently serve as the Preservation Planner for the City of Los Angeles where I manage and oversee thousands of historic and cultural resources. Previously, I have worked for preservation consultants, non-profits, as well as for the City of La Habra Heights. I hold a BA from Yale University and an MA from UCLA.

Other volunteer activities or organizations you are involved with.

I currently am involved with the National Trust for Historic Preservation (Diversity Scholar 2009/2012), International Council of Monuments and Sites (ICOMOS), Getty Foundation, DOCOMOMO, Association of Yale Alumni, Self Help Graphics, and Honor PAC.

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

I wish to join the Historic Preservation Commission to serve the City of Huntington Park in protecting its valuable historic and cultural resources for its residents while promoting the city as a destination for visitors. I would like Huntington Park to continue to serve as a model for other cities in preserving its architectural and cultural heritage.

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

I currently serve on the Executive Board of the Honor Political Action Committee (PAC). I have also served on the LA County Arts Commission's Review Panel Committee.

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

My goals in serving on the Historic Preservation Commission is to work together with the staff of the Community Development Department and with fellow Commissioners in providing the City of Huntington Park's residents a professional, efficient, and thoughtful review process for preservation issues. Serving on the Historic Preservation Commission will also enable me to assist in highlighting and celebrating the architectural and cultural heritage of Huntington Park.

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

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

Signature _____ Date _____

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

PARC COMMISSION

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

PLANNING COMMISSION

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

CIVIL SERVICE COMMISSION

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

HISTORIC PRESERVATION COMMISSION

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

HEALTH & EDUCATION COMMISSION

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

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

Edgar Garcia

edgar.garcia@lacity.org

EDUCATION

University of California, Los Angeles (UCLA), Los Angeles, CA

M.A., Urban Planning (2006)

Final Project: “The Giuliani Report and Public Space in Mexico City”

Client: Ministry of Security (*Secretaria de Seguridad*) of Mexico City

Yale University, New Haven, CT

B.A., History (2000)

Senior Thesis: “The Construction of the *Palacio de Bellas Artes*:

The Building of a Mexican Political Identity, 1901-1934”

Paul Mellon Centre for Studies in British Art, London, England (1998)

EXPERIENCE

Office of Historic Resources, Department of City Planning, City of Los Angeles

Preservation Planner, (2006-present)

- Manage the City’s Historic-Cultural Monument (HCM) landmarks program; research and prepare reports to the Cultural Heritage Commission for nominations to the HCM register
- Approve design alterations to comply with the Secretary of the Interior’s Standards for over 1000 HCMs and hundreds of National Register and California Register properties
- Serve as lead City reviewer of federal Section 106, EIRs, MNDs, and other associated CEQA review of project impacts to historic and archeological resources
- Conduct site inspections, record conditions, photo-document, and survey historic buildings
- Serve as policy analyst in developing historic preservation policies for Cultural Heritage Ordinance and Cultural Heritage Commission
- Serve as internal liaison to City Councilmember offices and City departments as well as State and County departments, firms, organizations, and general public
- Assist the Mills Act Historical Property Contracts Program, Historic Preservation Overlay Zone Program, and Los Angeles Historic Resources Survey Program (SurveyLA)

Chattel Architecture, Planning & Preservation, Graduate Intern, (2004-2006)

- Composed historic resource assessments, design conformance review reports, preservation policies and adaptive reuse plans for client cities
- Surveyed potential historic districts for City of Orange General Plan update
- Revised and designed AutoCAD plans and maps for municipal districting and zoning

Breed Street Shul Project, Graduate Intern, (2004-2006)

- Researched and assisted rehabilitation work of historic synagogue in east Los Angeles
- Composed grants and helped coordinate various granting agencies
- Outreached to local community groups in efforts to bridge Jewish and Latino community

City of La Habra Heights, Planning Intern, (2006)

- Conducted plan checks, researched, and routed building plans, petitions, and permits
- Assisted engineering and building staff with special projects
- Wrote staff reports and resolutions for Planning Commission and City Council hearings
- Managed the city planning counter and instructed residents on planning process

International Council on Monuments and Sites (ICOMOS), Russia, Recipient, (2005)

- Surveyed and documented over 500 historic buildings and structures in Yaroslavl, Russia
- Created bilingual design guidelines and educational material for historic district
- Assisted in the planning of cultural/art festivals highlighting regional history and architecture

The Wall-Las Memorias Project, Community Outreach Facilitator, (2002-2004)

- Headed land use approvals/community outreach for nation's first publicly funded AIDS memorial
- Managed artist selection, approval, and production process for memorial's six mural panels
- Assisted architect and lead artist in the design and construction of memorial
- Planned and facilitated educational workshops and community forums for HIV-prevention

Los Angeles Conservancy, Getty Multicultural Intern/Volunteer, (1999/2004)

- Created publication assisting residents in establishing Historic Preservation Overlay Zones
- Organized content, exhibition and brochure for Getty-sponsored tour of Lincoln Heights
- Researched potential adaptive reuse sites in downtown L.A. for Broadway Initiative project

Community Arts Resources, Intern, (2001)

- Produced large-scale festival and events: Santa Monica Arts Festival, Getty Center, MOCA
- Maintained and updated database of artists and performers, venues and locales

Yale Center for British Art, Intern, (2000)

- Handled and processed fragile material for Conservation Department
- Assisted Reference Library in organizing files, books, and material

**BOARD OF
DIRECTORS**

Honor PAC, Board Member (2011-present)

Mission: Advocates for the political empowerment of Latina/o LGBT communities. Supports candidates and ballot propositions that advance progressive policies and serve the unique needs and interests of Latina/o LGBT communities.

**PROFESSIONAL
ASSOCIATIONS**

International Council on Monuments and Sites (ICOMOS) U.S., Member
Association of Yale Alumni (AYA), Member
American Association of Museums (AAM), Member
California Preservation Foundation (CPF), Member
DOCOMOMO_US, Member

GRANTS

**Leadership in Arts Management Program, Professional Development Grant,
Getty Foundation, Los Angeles, CA (2012)**

Competitively selected to participate in training sessions devoted to arts management, leadership topics and development. Gained in-depth knowledge of a range of arts leadership and management topics affecting foundations, arts organizations, and nonprofit organizations including life cycle stages of nonprofits, leadership styles and roles, boards of directors, development, nonprofit finance, marketing, advocacy and evaluation.

EXHIBITIONS

"50 Years of Historic Preservation in the City of Los Angeles," Curator (2012)

Curated and organized exhibition at the Bridge Gallery exhibition space for the 50th anniversary of the City of Los Angeles' Cultural Heritage Ordinance and Cultural Heritage Commission, the oldest municipal preservation program in the nation.

PUBLICATIONS

"Nos Vemos en la Placita: The Historic Los Angeles Plaza" (2011), Essay for the National Trust for Historic Preservation. [blog.preservationnation.org]

Edgar Garcia

TRAINING	Section 106 Essentials, Advisory Council on Historic Preservation, Washington DC (2008)
PANELIST	Los Angeles County Arts Internship Program, Review Panelist (2012) UCLA Luskin School of Public Affairs, Department of Urban Planning, Planning Studio Graduate Courses, Review Panelist (2007-2010)
ACTIVITIES	DOCOMOMO International Conference, Mexico City/Helsinki, Participant (2010/2012) LA State Historic Park/UCLA-Skyline Traces Project, Project Partner (2011) KCET Departures Series, LA River, Partner/Presenter [www.kcet.org/socal/departures/river/downtown/edgar-garcia.html] (2011) Self Help Graphics, California Register of Historical Resources Application, Preparer (2011) VistaLA, KABC-LA: New Generation of Latinos, Profile (2011) Bauhaus-Universität Weimar, Germany, 10th International Model Project Forum, European Urban Studies, Project Partner/Speaker (2010) 720 Sq. Ft.: Household Mutations, Art Installation, Panel Discussion, Speaker (2010) American Association of Museums (AAM), Annual Meeting/Museum Expo, Participant (2010) One National Gay & Lesbian Archive, Downtown Tour, Docent (2009) US/ICOMOS, Conference Committee member, (2007) ALoud, LA River Lecture Series, Speaker (2006) Latino Urban Forum, Historic Preservation Chair (2002-2004) Lincoln Heights Neighborhood Council, Board member (2002-2004) Lincoln Heights Community Design Overlay, Working Group member (2002-2004) Arroyo Fest, Steering Committee Member (2002-2003) A+D Architecture and Design Museum, Volunteer (2002-2003)
HONORS	National Trust for Historic Preservation, Diversity Scholar (2009/2012) American Planning Association, National Planning Excellence Award for Public Outreach, Office of Historic Resources (2011) American Planning Association, CA Chapter, Award of Merit for Education Project, Office of Historic Resources (2010) American Planning Association Awards, Los Angeles/California Chapter, HPOZ Guide (2008) Governor's Historic Preservation Award, HPOZ Guide (2008) American Planning Association Awards, Los Angeles Chapter, Technology Award (2008) Los Angeles Conservancy Preservation Award, HPOZ Guide (2007) Los Angeles Conservancy Preservation Award, Breed Street Shul Stabilization (2005) UCLA Senior Fellow, Recipient (2004-2006) Stonewall Spirit Award, The Wall-Las Memorias Project, Recipient (2004)
SKILLS	Programs: GIS, AutoCAD, SPSS, Photoshop, Illustrator, Word, Excel, Access, Powerpoint, Visio, Minitab, Filemaker Pro Languages: Spanish (written and spoken, full fluency)

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

None

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

To inspire curiosity of the history of the city.

To educate our community of the city rich history. People don't know why our home is called Huntington Park.

To use our history and landmarks to educate our past, present, and future.

To preserve our history for future generations to enjoy. Perhaps with an exhibit or museum.

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

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

Signature Gudrun C. Fleck

Date 9/5/13

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

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January, March, May, July, September & November

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CIVIL SERVICE COMMISSION

- 5 members
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- 6 year term
- Meets when needed

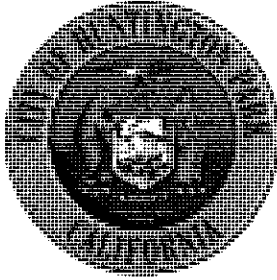
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(Unless otherwise noted, all meetings are held in the City Hall Council Chambers,
6550 Miles Avenue, Huntington Park)



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

November 3, 2014

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

Dear Mayor and Members of the City Council:

APPROVE ISSUANCE OF BINGO PERMIT TO HUNTINGTON PARK WOMEN'S CLUB

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve issuance of bingo permit to the Huntington Park Women's Club to administer bingo during the City's Senior Program.
2. Consider fee waiver for bingo license and processing fee.

BACKGROUND

For the past five years, the Huntington Park Chapter #221 of American Association of Retired Persons, Inc. administered bingo play at the Huntington Park Community Center during the City's Senior Program. This organization has ceased from operating bingo for the last six months.

As a result, the Huntington Park Women's Club, a non-profit organization, have volunteered to continue to provide this recreational service and have submitted an application for a permit to operate bingo. If approved, the Huntington Park Women's Club will continue to administer bingo games during the City's Senior Program. Specifically, bingo games would be held at the Huntington Park Community Center between 10:30 a.m. and 4:30 p.m. on Wednesdays and Fridays.

Given that the Huntington Park Women's Club has volunteered to continue offering a service valued by the city's senior community, staff requests that Council consider waiving the license and processing fee for the bingo permit, in the amount of \$66.91.

APPROVE ISSUANCE OF BINGO PERMIT TO HUNTINGTON PARK WOMEN'S CLUB

November 3, 2014

Page 2 of 2

FISCAL IMPACT/FINANCING

This action will not have an impact on the City's general fund.

LEGAL AND PROGRAM REQUIREMENTS

If approved, the Huntington Park Women's Club would be subject to adhere to all the provisions contained in Chapter 25 BINGO GAMES FOR CHARITABLE NONPROFIT ORGANIZATIONS of the City's Municipal Code.

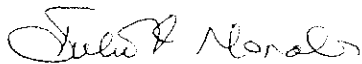
In addition, should Council decide to waive the license and processing fee for the Huntington Park Women's Club, they would be able to do so per Municipal Code 5-25.07.1 - Fee Waivers for Senior Citizens, which states:

"If the Council deems it to be necessary and in the public interests, the Council shall have the discretion, upon good cause shown, to waive the initial bingo license fee, the renewal fee, and any investigation fee required by this chapter in the case of senior citizens' organizations which are either co-sponsored by the City Recreation Department or part of a regularly-scheduled Recreation Department program."

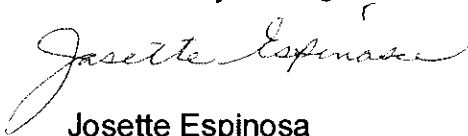
CONCLUSION

Upon Council approval, staff will ensure all required paperwork is appropriately collected and filed per the specifications outlined in Chapter 25 of the City's municipal code.

Respectfully submitted,



JULIO MORALES
Interim City Manager

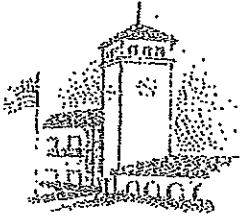


Josette Espinosa
Director of Parks and Recreation

ATTACHMENTS

- A: Application for a Permit to Operate Bingo
- B: Huntington Park Women's Club letter of determination by the Franchise Tax Board of the State
- C: Tax Exempt Letter
- D: Huntington Park Women's Club Application for Insurance

ATTACHMENT "A"



City of

HUNTINGTON PARK, CALIFORNIA

FINANCE DEPARTMENT

6550 MILES AVE

HUNTINGTON PARK, CA 90255

TEL: (323) 584-6232 FAX: (323) 588-2657

**APPLICATION FOR PERMIT TO OPERATE
BINGO GAMES FOR AUTHORIZED ORGANIZATIONS**

() NEW APPLICATION \$50.00 () RENEWAL APPLICATION \$50.00

Instructions to the Applicant(s):

1. Application must be filled out completely and accurately.
2. Use additional sheets, if necessary, to furnish the information requested in this application.
3. Additional information must be furnished to the Police Chief, Building Official and the Fire Department, upon request, for purpose of the investigation.

The undersigned hereby makes application to The City of Huntington Park, Ca for a permit to maintain, conduct and operate Bingo Games as an "Authorized Organization" in The City of Huntington Park, Ca and the following information is furnished in accordance with the requirements of Huntington Park Municipal Code:

1. Authorized Organization Name: GFWC Womens Club of Huntington Park

A. DBA Name: Women's Club of Huntington Park

2. Address: P.O. Box 5237

Huntington Park, CA 90255

3. Phone Number: 323. 587-6029

4. Business Description: women's club to serve community interests

5. Federal ID Number: 80-0290462

State ID Number: 80-0290462

G. APPLICANT(S)/OWNER(S) IDENTIFICATION INFORMATION:

() Sole Proprietorship () Partnership (X) Corporation Articles of Incorporation # _____

A. Owner #1 (Applicant) Name:

Vivonne Correa
GFWC Women's Club of Huntington Park

B. Owner #1 (Applicant) Home Address:

Huntington Park, CA 90255
Huntington Park CA

C. Owner (Applicant) Home Phone Number: _____

D. Owner (Applicant) Cell Phone Number: _____

E. Driver's License/ID Number: _____

State: CA

Expiration Date: _____

Marital Status: _____

Social Security Number: _____

() Male

(X) Female

Birth date: _____

Age: _____

Weight 5

Height _____

Hair Color: _____

Eye Color: _____

Birthplace: _____

F. Are You a United States Citizen? (X) YES () NO Alien Registration Number: _____

G. Owner #2 Name:

Lilian Arguello

H. Owner #2 Home Address: _____

I. Owner #2 Home Phone Number: _____

J. Owner #2 Cell Phone Number: _____

K. Driver's License/ID Number: _____

State: CA

Expiration Date: _____

Marital Status: _____

Social Security Number: _____

Sex: () Male

(X) Female

Birth date: _____

Age: _____

Weight _____

Height 5

Hair Color: _____

Eye Color: _____

() Birthplace: _____

L. Are You a United States Citizen? (X) YES () NO Alien Registration Number: _____

PLEASE LIST ANY ADDITIONAL OWNERS ON A SEPARATE SHEET OF PAPER

7. INFORMATION OF THE MANAGER(S)/SUPERVISOR(S)/PERSON(S) IN CHARGE OF THE PREMISES WHERE BINGO GAMES WILL PROPOSED TO BE CONDUCTED:

A. Name:

Leonard Garcia

Title:

RECREATION SUPERVISOR

B. Home Address: _____

C. Home Phone Number: _____

D. Cell Phone Number: _____

E. Driver's License Number/ID Number: _____

State: CA

Expiration Date: _____

F. Birth Date: _____

Age: _____

Sex: _____

0

G. APPLICANT(S)/OWNER(S) IDENTIFICATION INFORMATION:

() Sole Proprietorship () Partnership () Corporation Articles of Incorporation #

A. Owner #1 (Applicant) Name: Diana, C Spalding

B. Owner #1 (Applicant) Home Address: _____

C. Owner (Applicant) Home Phone Number: _____

D. Owner (Applicant) Cell Phone Number: N/A

E. Driver's License/ID Number: _____ Expiration Date: _____ Marital Status: _____

Social Security Number: _____ Sex: () Male (X) Female Birth date: _____ Age: _____

Weight: _____ Height: _____ Hair Color: _____ Eye Color: _____ Birthplace: _____

F. Are You a United States Citizen? (X) YES () NO Alien Registration Number: _____

G. Owner #2 Name: Gabriel A Ram Barz

H. Owner #2 Home Address: _____

I. Owner #2 Home Phone Number: _____

J. Owner #2 Cell Phone Number: _____

K. Driver's License/ID Number: _____ Expiration Date: _____ Marital Status: _____

Social Security Number: _____ Sex: (X) Male () Female Birth date: _____ Age: _____

Weight: _____ Height: _____ Hair Color: _____ Eye Color: Brown Birthplace: _____

L. Are You a United States Citizen? (X) YES () NO Alien Registration Number: _____

*** PLEASE LIST ANY ADDITIONAL OWNERS ON A SEPARATE SHEET OF PAPER ***

7. INFORMATION OF THE MANAGER(S)/SUPERVISOR(S)/PERSON(S) IN CHARGE OF THE PREMISES WHERE BINGO GAMES WILL PROPOSED TO BE CONDUCTED:

A. Name: _____ Title: _____

B. Home Address: _____

C. Home Phone Number: _____

D. Cell Phone Number: _____

E. Driver's License Number/ID Number: _____ State: _____ Expiration Date: _____

F. Birth Date: _____ Age: _____ Sex: () Male () Female

6. APPLICANT(S)/OWNER(S) IDENTIFICATION INFORMATION:

() Sole Proprietorship () Partnership () Corporation Articles of Incorporation #

A. Owner #1 (Applicant) Name: Maria-E. Arreola

B. Owner #1 (Applicant) Home Address: 17

C. Owner (Applicant) Home Phone Number: _____

D. Owner (Applicant) Cell Phone Number: N/A

E. Driver's License/ID Number: [REDACTED] Expiration Date: _____ Marital Status: 1

Social Security Number: _____ Sex: () Male (X) Female Birth date: _____ Age: _____

Weight: _____ Height: _____ Hair Color: _____ Eye Color: _____ Birthplace: _____

F. Are You a United States Citizen? (X) YES () NO Alien Registration Number: _____

G. Owner #2 Name: Maria Arreola

H. Owner #2 Home Address: _____

I. Owner #2 Home Phone Number: _____

J. Owner #2 Cell Phone Number: _____

K. Driver's License/ID Number: [REDACTED] State: _____ Expiration Date: _____ Marital Status: _____

Social Security Number: [REDACTED] Sex: () Male (X) Female Birth date: [REDACTED] Age: _____

Weight: _____ Height: _____ Hair Color: _____ Eye Color: _____ Birthplace: _____

L. Are You a United States Citizen? (X) YES () NO Alien Registration Number: _____

*** PLEASE LIST ANY ADDITIONAL OWNERS ON A SEPARATE SHEET OF PAPER ***

7. INFORMATION OF THE MANAGER(S)/SUPERVISOR(S)/PERSON(S) IN CHARGE OF THE PREMISES WHERE BINGO GAMES WILL PROPOSED TO BE CONDUCTED:

A. Name: _____ Title: _____

B. Home Address: _____

C. Home Phone Number: _____

D. Cell Phone Number: _____

E. Driver's License Number/ID Number: _____ State: _____ Expiration Date: _____

F. Birth Date: _____ Age: _____ Sex: () Male () Female

8. PARTICULAR ROOM NAME OR ROOM NUMBER: Community Center
9. SQUARE FOOTAGE OF THE ROOM: 1,000
10. SEATING CAPACITY: 150
11. MAXIMUM NUMBER OF PEOPLE EXPECTED AT ANY EVENT: 50-70
12. THE DAYS OF THE WEEK IN WHICH THE BINGO GAMES WILL BE CONDUCTED: 2 days
Wednesday and Friday
13. EXACT TIME WHEN THE BINGO GAMES WILL START AND END EACH DAY: _____

CERTIFICATE AND AFFIDAVIT OF APPLICANT: I/We understand and agree to abide by all the Bingo Games Permit regulations of the City of Huntington Park Municipal Code and any other conditions imposed for the Bingo Games Permit requested. The applicant acknowledges receipt of a copy of Chapter 25 Bingo Games for Charitable Nonprofit Organizations, and is aware of the penalties imposed for violation of said Ordinance which are part of the Huntington Park Municipal Code. I/We certify that all statements made on this application are true and complete. I/We understand that any false statement may result in denial of the requested permit or revocation of any permit.

Applicant #1

Executed this 27 day of 10 at _____

Signature: [Signature]

Title: President

Applicant #2

Executed this 27 day of 10 at _____

Signature: [Signature]

Title: Vice President

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

FOR OFFICE USE ONLY

Complete application Received by: Janette C. Espinoza

Title: Director of Parks & Recreation

Complete application Received Date: 10/27/14

Receipt # _____

Customer # _____

License # _____

Expiration Date: November 5, 2015

Renew by date: Nov 2015

- ☒ Property Owner Approval Completed
- ☒ Police Department Approval
- ☒ Community Development Approval
- ☒ Fire Department Approval
- ☒ City Attorney Approval

Date Submitted for City council Approval: _____ Submitted by: _____

Date Approved By City council: _____

This Application has been referred to all checked departments:

(☒) Community Development Department Date Routed: _____ Response Required By: _____

Comments: _____

Date Signed: _____ Authorized Signature: _____ (☐) Approved (☐) Denied

(☐) Police Department Date Routed: _____ Response Required By: _____

Comments: _____

Date Signed: _____ Authorized Signature: _____ (☐) Approved (☐) Denied

(☐) Fire Department Date Routed: _____ Response Required By: _____

Comments: _____

Date Signed: _____ Authorized Signature: _____ (☐) Approved (☐) Denied

(☐) City Attorney Date Routed: _____ Response Required By: _____

Comments: _____

Date Signed: _____ Authorized Signature: _____ (☐) Approved (☐) Denied

Date Submitted for City Council Approval: Nov 3, 2014

Submitted by:

Janette Espinoza

Date Approved By City Council: _____

This Application has been referred to all checked departments:

☒ Community Development Department

Date Routed: _____

Response Required By: _____

Comments: NO COMMENT

Date Signed: 10/29/14

Authorized Signature: _____

[Signature]

☒ Approved ☐ Denied

☐ Police Department

Date Routed: _____

Response Required By: _____

Comments: Comply with 326.3, 326.4 & 326.5 Carolina Code

Date Signed: 10/29/14

Authorized Signature: _____

[Signature]

☒ Approved ☐ Denied

☐ Fire Department

Date Routed: _____

Response Required By: _____

Comments: NO F.P. Interaction necessary

Date Signed: 10/29/14

Authorized Signature: _____

Captain Joseph C. Williams

☒ Approved ☐ Denied

☐ City Attorney

Date Routed: _____

Response Required By: _____

Comments: _____

Date Signed: _____

Authorized Signature: _____

☐ Approved ☐ Denied

ATTACHMENT "B"



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 1286
RANCHO CORDOVA CA 95741-1286

In reply refer to
755:GRP:ANP

October 15, 2014

GFCW WOMENS CLUB OF HUNTINGTON PARK
YVONNE CORREA
PO BOX 5237
HUNTINGTON PK CA 90255-9237

ENTITY ID : 8061952

You are required to file the 199N, California e-Postcard for tax years ending 05/31/2011 to 05/31/2014.

Go to ftb.ca.gov and search for 199N. There is no cost to submit this form.

Organizations eligible to submit an e-Postcard may choose to file a paper Form 199, Exempt Organizations Annual Information Return.

The 199N is not accepted until you 'submit' the form and receive a confirmation page.

Failure to respond within 30 days may jeopardize your exempt status.

Call the number below if you have questions about this letter. When you call, have the organization's name, corporation or organization number (if available), and the reference code (shown in the upper R103t corner of this letter).

A PRAKASH
EXEMPT ORGANIZATIONS
BUSINESS ENTITIES SECTION
TELEPHONE 916.845.4171

RTF:

ATTACHMENT "C"



INTERNAL REVENUE SERVICE

Ogden, IRS Center

Department of the Treasury

P.O. Box 9941, Ogden, Utah 84409

MS 6273

Refer Reply To: 0423272295

Date: November 26, 2008

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

Taxpayer Identification Number: 80-0290462

Dear Taxpayer:

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

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

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

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

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

Telephone Number () _____ Hours _____

Sincerely,

Katrina Call

ATTACHMENT “D”



GENERAL FEDERATION OF WOMEN'S CLUBS
MEMBER CLUBS
GENERAL LIABILITY PROGRAM 2014-2015
HANOVER INSURANCE

CLUB NAME: *GFWC WOMEN'S CLUB OF HUNTINGTON PARK*
MAILING ADDRESS: *P.O. BOX 5237 HUNTINGTON PARK, CA 90255*
LOCATION ADDRESS: *6124 MIDDLETON STREET HUNTINGTON PARK, CA 90255*
CONTACT NAME: *IVONNE CORREA*
PHONE: *(323) 449-7221* FAX:
E-MAIL ADDRESS: *WOMEN395CLUB@yahoo.com*
NUMBER OF VOLUNTEERS: *0* NUMBER OF MEMBERS: *30*

THE PROGRAM HAS A MASTER POLICY DATE OF 2/1/2014 AND THE PREMIUM COST FOR EACH CLUB IS \$300 FLAT ANNUAL MINIMUM PREMIUM. THE PREMIUM IS A FLAT CHARGE AND WILL APPLY REGARDLESS OF WHEN THE CLUB ENROLLS.

THE MASTER POLICY IS A SHARED POLICY LIMIT OF \$1,000,000 PER OCCURRENCE/\$2,000,000 POLICY AGGREGATE. UPON RECEIPT OF YOUR FORM AND CHECK FOR THE PREMIUM, THE CLUB WILL RECEIVE EVIDENCE OF COVERAGE ENROLLMENT IN THE PROGRAM.

PLEASE COMPLETE THE FORM AND RETURN WITH YOUR PREMIUM PAYMENT MADE OUT TO AHT IN THE AMOUNT OF \$300:

AHT INSURANCE
AMY MILLER
20 S. KING STREET
LEESBURG, VA 20175
AMILLER@AHTINS.COM

20 South King Street, Leesburg, Virginia 20175 • Phone 703-777-2341 • Fax 703-771-1852
60 Park Place, Suite 402, Newark, New Jersey 07102 • Phone 800-648-4807
600 University Street, Suite 1300, Seattle, Washington 98101 • Phone 206-269-0122 • Fax 206-269-0179

www.ahtins.com



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

November 3, 2014

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

Dear Mayor and Members of the City Council:

USE OF PUBLIC ART FUNDS FOR HOLIDAY DECORATIONS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve funding for holiday decorations from City Art Fund.

BACKGROUND

The City budgeted \$25,000 in the general fund to purchase holiday decorative lights during the 2014-15 fiscal year and to date, Council has approved and authorized the purchase of the following holiday decorations:

Item Description	Account	Council Approval Date	Cost
15 rows of decorative lights	General Fund	October 20, 2014	\$34,682
Custom holiday decorations for the City's holiday tree	City Art Fund	November 4, 2013	\$4,760
Subtotal			\$39,442

Staff also seeks approval to purchase custom holiday decorations in the amount of \$10,558 to be placed on Florence and Slauson Avenue, the City's main entry points.

Given that Council has approved \$34,682 of general fund monies for the purchase of decorative holiday lights and only \$25,000 was budgeted for this expenditure, there will be a resulting shortfall of \$10,000. Therefore, staff proposes and recommends that Council consider using City Art Funds for the purchase of the noted holiday decorations, especially when you consider that on November 4, 2013, Council approved amendments to the Publicly Visible Art Program that provide Council with the authority to approve and/or deny artwork and to approve expenditures from the City Art Fund for custom holiday decorations.

USE OF PUBLIC ART FUNDS FOR HOLIDAY DECORATIONS

November 3, 2014

Page 2 of 3

This will allow the \$25,000 that was originally budgeted for the purchase of holiday decorations to be used for the following:

- 1. ELITE Custom Digital Guarding System to be installed at Salt Lake Park - \$18,500.** Please refer to staff report titled "Use of Asset Forfeiture Funds to Purchase Security Cameras for Salt Lake Park" of the November 3, 2014 Council meeting for more information on this proposed expenditure.
- 2. Partially fund 2015 Summer Swim Program - \$6,500**

Staff therefore requests Council's approval to expend a total of \$50,000 from the City Art Fund for the aforementioned items.

FISCAL IMPACT/FINANCING

The total cost for the over the street decorative lights and holiday decorations are:

Pacific Blvd. Decorative Lights <i>15 over-the-street lines of decorations & installation</i>	\$34,682
Custom City Entry Decorations <i>Florence and Slauson</i>	\$10,558
Custom Holiday Tree Decorations <i>Decorations & installation</i>	\$4,760
Total Cost:	\$50,000

Staff consulted with the Interim Finance Director, who has reviewed and confirmed an available balance of \$192,384 in the City Art Fund (account no. 232-5010-419.73-10). Staff therefore requests that \$50,000 of the total cost be funded by the City Art Fund leaving the balance of \$142,384.

No net changes will need to be made to the City's General Fund, at this time.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Per Article 17, Chapter 3, of Title 9 of the Municipal Code, the City Art Fund is funded with fees paid by construction applicants in-lieu of placing or donating an approved artwork. The in-lieu fee paid by the applicant is one percent of the total construction valuation of the project.

USE OF PUBLIC ART FUNDS FOR HOLIDAY DECORATIONS

November 3, 2014

Page 3 of 3

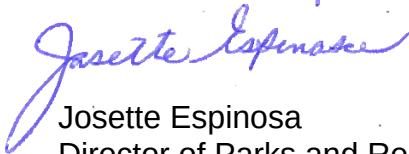
CONCLUSION

Upon Council approval, staff will prepare the necessary purchase orders for the City Art Fund expenses.

Respectfully submitted,



JULIO MORALES
Interim City Manager



Josette Espinosa
Director of Parks and Recreation