

CITY OF HUNTINGTON PARK

City Council

Regular Meeting Agenda

Tuesday, March 6, 2018

6:00 p.m.

City Hall Council Chambers
6550 Miles Avenue, Huntington Park, CA 90255

Marilyn Sanabria
Mayor

Jhonny Pineda
Vice Mayor



Karina Macias
Council Member

Graciela Ortiz
Council Member

Manuel "Manny" Avila
Council Member

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

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

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

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

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

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

Public Comment

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

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

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

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on

any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

Mayor Marilyn Sanabria
Vice Mayor Jhonny Pineda
Council Member Karina Macias
Council Member Graciela Ortiz
Council Member Manuel "Manny" Avila

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Certificate Presented to Ana Velez, City of Huntington Park's Office Assistant I, in Memory of her Father-In-Law Martin Navarro's Passing

Proclamation presented to Nelson G. Cox, Disaster Program Manager Territory 5, American Red Cross-Los Angeles Region, Proclaiming "March 2018 as American Red Cross Month"

"Certificates of Recognition," Presented to Miles Elementary Mini Spartans STEM Magnet Robotics Team for Taking First Place in the STEM Research Project and Ranking Seventh in the Challenge Competition at the 2018 California VEX IQ Elementary School State Championship-Southern California, qualifying them for the World Championship to be held in April in Louisville, Kentucky

Linda E. Marquez High School, Huntington Park Institute of Applied Medicine (HPIAM) - Water Project Presentation

PUBLIC COMMENT

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9 (d)(1)
Schaper v. City of Huntington Park
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9 (d)(1)
City of Huntington Park v. Kevin Hunt, Central Basin Municipal Water District,
et. al.
LASC Case No. BS169612

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

1. **Approve Minute(s) of the following City Council Meeting(s):**

1-1 Regular City Council Meeting held February 20, 2018.

FINANCE

2. **Approve Accounts Payable and Payroll Warrant(s) dated March 6, 2018**

CITY MANAGER

3. **Consideration and Approval of First Amendment to MidCities Grants, LLC, Professional Services Agreement (PSA)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve first amendment to the PSA with MidCities Grants, LLC, for an expansion of existing services to include other HUD Funding Programs including CDBG and Lead Based Paint Programs; and
2. Authorize Interim City Manager to execute the agreement.

END OF CONSENT CALENDAR

REGULAR AGENDA

HUMAN RESOURCES

4. Consideration and Approval of an Online Services Agreement with NEOGOV to Provide an Online Application/Applicant Tracking System

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve agreement with NEOGOV, for Human Resources applicant tracking software, for an amount not to exceed \$12,012; and
2. Authorize Interim City Manager to execute the agreement.

PARKS AND RECREATION

5. Consideration and Approval of a Resolution Approving the Application for Grant Funds to the Land and Water Conservation Fund

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2018-09, approving the application for grant funds to the Land and Water Conservation Fund for the development of Huntington Park Linear Park to increase the open space, provide connectivity, and increase physical activity options for the community; and
2. Authorize Interim City Manager to execute and submit all related grant application documents.

POLICE

6. Consideration and Approval of a First Amendment to Professional Services Agreement (PSA) with All City Management Services Inc. to Provide an Additional Site for Crossing Guard Services

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve first amendment to the PSA with All City Management Services, Inc. for an expansion of existing services to provide one additional site for school crossing guard services, for an amount not to exceed \$5,460;
2. Authorize additional budget appropriation of \$5,460 to account number 111-7022-421.56-41; and
3. Authorize the Interim City Manager to execute the agreement.

REGULAR AGENDA (CONTINUED)

POLICE (CONTINUED)

7. **Consideration and Approval of a Resolution in Support of Public Safety Ballot Initiative Entitled 'Reducing Crime and Keeping California Safe Act of 2018'**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2018-10, Supporting the Reducing Crime and Keeping California Safe Act of 2018.

8. **Office of Traffic Safety (OTS) Grant Enforcement Detail Report**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review information contained in this report and provide direction to Chief of Police should adjustments be desired.

PUBLIC WORKS

9. **Consideration and Approval of Final Payment to Honeywell International Inc. Building Solutions for Heating, Ventilation & Air Conditioning (HVAC) Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve final payment to Honeywell International Inc., Building Solutions in the amount of \$17,219.24, for services provided March 1, 2017 to May 31, 2017; and
2. Authorize Interim City Manager to make final payment.

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

10. Continued from the Regular City Council meeting of 2-20-18 - Consideration and Approval of an Ordinance Amendment Bundle Relating to Various Sections of the City of Huntington Park's Municipal Code

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis;
3. Waive first reading and introduce Ordinance No. 2018-962, approving a Zoning Ordinance Amendment bundle relating to various sections of the City of Huntington Park's Municipal Code; and
4. Schedule the second reading and adoption of said Ordinance, as described above, for the March 20, 2018 City Council meeting.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Manuel "Manny" Avila

Council Member Graciela Ortiz

Council Member Karina Macias

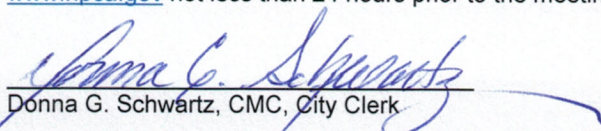
Vice Mayor Jhonny Pineda

Mayor Marilyn Sanabria

ADJOURNMENT

The City of Huntington Park City Council will adjourn in Memory of Ana Velez, City of Huntington Park's Office Assistant I, Father-In-Law Martin Navarro, to a Regular Meeting on Tuesday, March 20, 2018, 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 special meeting notice and agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 24 hours prior to the meeting. Dated this 1st day of March 2018.


Donna G. Schwartz, CMC, City Clerk

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, March 6, 2018

CONSENT CALENDAR

OFFICE OF THE CITY CLERK

1. Approve Minute(s) of the following City Council Meeting(s):

1-1 Regular City Council Meeting held February 20, 2018.

ITEM AVAILABLE MONDAY, MARCH 5, 2018

City of Huntington Park List of Funds

Fund	Description	Fund	Description
111	General Fund	234	Congressional Earmark
114	Spec Events Contrib Rec	235	Federal Street Improvmnt
120	Special Revenue DNA ID	237	Community Planning
121	Special Revnu Welfare Inm	239	Federal CDBG Fund
122	Prevention Intervention	240	HUD EZ/EC Soc Sec Block
123	Board of Corrections - LEAD	242	HUD Home Program
124	Auto Theft	243	HUD 108 B03MC060566
150	Emergency Preparedness	245	EPA Brownfield
151	Economic Development	246	LBPHCP-Lead Base
201	Environmental Justice	247	Neighborhood Stabilization
202	CFP Crosswalks	248	Homelessness Prevention
204	SR2S Middleton Safe Route	252	ABC
205	CFP Pacific Blvd	275	Successor Agency
206	CFP iPark Pay Station	283	Sewer Maintenance Fund
207	CFP Signal Synchronization	285	Solid Waste Mgmt Fund
208	CMAQ Metro Rapid	286	Illegal Disposal Abatemnt
209	CFP City Street Resurfacing	287	Solid Waste Recycle Grant
216	Employees Retirement Fund	288	COMPBC
217	OPEB	334	Ped/Bike Path Fund
219	Sales Tax-Transit Fund A	349	Capital Improvement Fund
220	Sales Tax-Transit C	475	Public Financng Authority
221	State Gasoline Tax Fund	533	Business Improv Dist Fund
222	Measure R	535	Strt Lght & Lndscp Assess
223	Local Origin Program Fund	681	Water Department Fund
224	Office of Traffc & Safety	741	Fleet Maintenance
225	Cal Cops Fund	745	Worker's Compensation Fnd
226	Air Quality Improv Trust	746	Employee Benefit Fund
227	Offc of Criminal Justice	748	Veh & Equip Replacement
228	Bureau of Justice Fund	779	Deferred Comp. Trust Fund
229	Police Forfeiture Fund	800	Pooled Cash
231	Parking System Fund	801	Pooled Cash Fund
232	Art in Public Places Fund	802	Pooled Interest
233	Bullet Proof Vest Grant		

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
3-6-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ADMIN SURE	10905	745-9030-413.33-70	Contractual Srv 3rd Party	7,080.40
				\$7,080.40
ADT SECURITY	01/12/2018	111-8023-451.56-41	Contractual Srv - Other	310.48
				\$310.48
AFSCME COUNCIL 36	PPE 02/25/2018	802-0000-217.60-10	Association Dues	743.85
				\$743.85
ALEJANDRO GOMEZ	2/17/2018	111-6030-451.33-90	Referee Services	72.00
				\$72.00
ALFARO COMMUNICATIONS CONSTRUCTION	6	239-8010-431.73-10	Improvements	71,679.06
				\$71,679.06
ALL CITY MANAGEMENT SERVICES	52818	111-7022-421.56-41	Contractual Srv - Other	3,769.06
				\$3,769.06
ALVAREZ-GLASMAN & COLVIN	2017-12-16800	111-0220-411.32-70	Contractual Srv Legal	29,784.92
	2017-12-16801	111-0220-411.32-70	Contractual Srv Legal	600.67
	2017-12-16802	111-0220-411.32-70	Contractual Srv Legal	3,386.09
	2017-11-16776	745-9031-413.32-70	Contractual Srv Legal	5,345.27
	2017-12-16803	745-9031-413.32-70	Contractual Srv Legal	2,994.50
	2017-12-16831	745-9031-413.32-70	Contractual Srv Legal	12,201.10
				\$54,312.55
AMERICAN FAMILY LIFE ASSURANCE	PPE 02/25/2018	802-0000-217.50-40	Life-Cancer Insurance	106.58
				\$106.58
APARICIO, THERESA	13989-7976	681-0000-228.70-00	Utility Refund	6.85
				\$6.85
ARAMARK UNIFORM & CAREER APPAREL	532958045	741-8060-431.61-20	Dept Supplies & Expense	99.63
	533113490	741-8060-431.61-20	Dept Supplies & Expense	100.60
				\$200.23
AT&T MOBILITY	X02142018	111-7010-421.53-10	Telephone & Wireless	4,024.02
				\$4,024.02
BARR & CLARK INC	45401	246-5098-463.56-41	Contractual Srv - Other	540.00
	45402	246-5098-463.56-41	Contractual Srv - Other	785.00
	45427	246-5098-463.56-41	Contractual Srv - Other	270.00
	45465	246-5098-463.56-41	Contractual Srv - Other	318.00
				\$1,913.00
BENEFIT ADMINISTRATION CORPORATION	6027595-IN	111-0230-413.56-41	Contractual Srv - Other	80.00
				\$80.00
BLACK AND WHITE EMERGENCY VEHICLES	2357	741-8060-431.43-20	Fleet Maintenance	275.00
				\$275.00
BLUE TARP FINANCIAL, INC.	39664360	741-8060-431.43-20	Fleet Maintenance	39.99
				\$39.99
BOB MURRAY & ASSOCIATES	7580	111-0230-413.56-41	Contractual Srv - Other	417.86
	7588	111-0230-413.56-41	Contractual Srv - Other	6,000.00
				\$6,417.86

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
3-6-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
BOVADILLA, MARLEN	18011-6266	681-0000-228.70-00	Deposit Refund	217.34
				\$217.34
CALIF PUBLIC EMPLOYEES RETIREMENT	100000015151961	216-0230-413.23-06	Replacement Benefit IRC	22,349.04
	PPE 02/11/2018	802-0000-217.30-10	PERS	33,960.66
	PPE 02/11/2018	802-0000-218.10-10	PERS Employer	57,132.37
				\$113,442.07
CCAP AUTO LEASE LTD	2/9/2018	226-9010-419.74-20	Vehicle Leases	243.49
				\$243.49
CENTRAL BASIN MWD	HP-JAN18	681-8030-461.41-00	Water Purchase	38,424.60
				\$38,424.60
CENTRAL FORD	312005	741-8060-431.43-20	Fleet Maintenance	437.08
	312215	741-8060-431.43-20	Fleet Maintenance	376.61
	312265	741-8060-431.43-20	Fleet Maintenance	152.30
	312315	741-8060-431.43-20	Fleet Maintenance	445.84
	312536	741-8060-431.43-20	Fleet Maintenance	1,234.94
	312621	741-8060-431.43-20	Fleet Maintenance	359.91
	312625	741-8060-431.43-20	Fleet Maintenance	282.25
	312683	741-8060-431.43-20	Fleet Maintenance	648.68
	312738	741-8060-431.43-20	Fleet Maintenance	223.50
	312739	741-8060-431.43-20	Fleet Maintenance	84.64
				\$4,245.75
CHAMPION CJD	513784	741-8060-431.43-20	Fleet Maintenance	398.60
				\$398.60
CHARTER COMMUNICATIONS	0511379020318	111-7010-421.53-10	Telephone & Wireless	124.98
				\$124.98
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 02/25/2018	802-0000-217.30-30	Med Reimb 125	593.33
				\$593.33
CITY OF HUNTINGTON PARK GEA	PPE 02/25/2018	802-0000-217.60-10	Association Dues	129.40
				\$129.40
CLCV	67074/67309	111-0000-228.20-00	Deposit Refund	500.00
				\$500.00
COLONIAL SUPPLEMENTAL INSURANCE	PPE 02/25/2018	802-0000-217.50-40	Life-Cancer Insurance	1,031.09
				\$1,031.09
COMMUNITY VETERINARY HOSPITAL	340412	111-7030-421.61-20	Dept Supplies & Expense	204.00
				\$204.00
CONCRETE RESTORATION SYSTEMS INC	59209/7554	285-0000-228.75-00	Deposit Refund	3,000.00
				\$3,000.00
CSMFO	18991	111-3010-415.59-15	Professional Development	110.00
	18992	111-3010-415.59-15	Professional Development	110.00
				\$220.00

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
3-6-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
DANIEL HERNANDEZ	130	681-8030-461.59-15	Professional Development	20.00
	2/22/18	681-8030-461.59-15	Professional Development	15.22
	2/22/2018	681-8030-461.59-15	Professional Development	6.36
	2/23/18	681-8030-461.59-15	Professional Development	27.70
	2/23/2018	681-8030-461.59-15	Professional Development	14.74
	23905486	681-8030-461.59-15	Professional Development	5.00
	2902685	681-8030-461.59-15	Professional Development	12.98
	30018	681-8030-461.59-15	Professional Development	52.00
	37	681-8030-461.59-15	Professional Development	7.03
	3979564	681-8030-461.59-15	Professional Development	27.00
	73	681-8030-461.59-15	Professional Development	26.07
	73907-8362	681-8030-461.59-15	Professional Development	19.30
	OEO6Y9	681-8030-461.59-15	Professional Development	871.36
				\$1,104.76
DAPPER TIRE CO.	45425673	741-8060-431.43-20	Fleet Maintenance	448.99
	45425674	741-8060-431.43-20	Fleet Maintenance	314.30
	45478822	741-8060-431.43-20	Fleet Maintenance	622.21
				\$1,385.50
DATA TICKET INC.	1828373	111-0000-351.10-10	Citations	34.00
	85309	111-5055-419.56-41	Contractual Srvc - Other	8.33
	85309	239-5055-419.56-41	Contractual Srvc - Other	8.33
				\$50.66
DAY WIRELESS SYSTEMS	599031	229-7010-421.74-10	Equipment	6,742.12
				\$6,742.12
DE LAGE LANDEN	58173534	111-9010-419.44-10	Rent (Incl Equip Rental)	1,986.36
				\$1,986.36
DELTA DENTAL	BE002663012	802-0000-217.50-20	Dental Insurance	9,919.33
				\$9,919.33
DELTA DENTAL INSURANCE COMPANY	BE002660269	802-0000-217.50-20	Dental Insurance	2,110.30
				\$2,110.30
DEPARTMENT OF JUSTICE	282041	111-7030-421.56-41	Contractual Srvc - Other	518.00
				\$518.00
DIMENSION DATA NORTH AMERICA, INC	8042350	111-7010-421.53-10	Telephone & Wireless	600.00
				\$600.00
DISH NETWORK	2/7/18-3/11/18	111-7010-421.56-41	Contractual Srvc - Other	15.83
				\$15.83
E.J. WARD, INC.	0061754-IN	741-8060-431.74-10	Equipment	8,587.00
	0061756-IN	741-8060-431.74-10	Equipment	986.20
	0061757-IN	741-8060-431.74-10	Equipment	2,350.00
				\$11,923.20
EMBASSY COUNSULTING SERVICES	26596	111-7010-421.59-30	Prof Dev - STC & Training	99.00
				\$99.00

CITY OF HUNTINGTON PARK

DEMAND REGISTER

3-6-2018

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ENTERPRISE FM TRUST	FBN3416351	226-9010-419.74-20	Vehicle Leases	1,756.12
	FBN3416351	229-7010-421.74-10	Equipment	129.38
				\$1,885.50
ERNIE V MARTINEZ	2/15/2018	741-8060-431.15-20	Tool Allowance	400.00
	011495149687	741-8060-431.15-25	Boot Allowance	54.74
				\$454.74
F.S. CONTRACTORS INC	2	111-8010-431.74-10	Equipment	14.25
	2	222-4010-431.73-10	Improvements	50,000.00
	2	226-9010-419.74-10	Equipment	46,951.30
				\$96,965.55
F&A FEDERAL CREDIT UNION	PPE 02/25/2018	802-0000-217.60-40	Credit Union	11,490.50
				\$11,490.50
FEDEX	6-083-62959	111-8020-431.61-20	Dept Supplies & Expense	41.46
	6-084-13463	111-9010-419.53-20	Postage	41.54
				\$83.00
GALLS, LLC	BC0542391	111-7010-421.61-20	Dept Supplies & Expense	238.33
				\$238.33
GARCIA, MOLLY	16659-14516	681-0000-228.70-00	Utility Refund	28.34
				\$28.34
GATEWAY URGENT CARE CENTER	00118787-00	111-0230-413.56-41	Contractual Srvc - Other	250.00
				\$250.00
GENE FARMER	2/9/2018	111-7010-421.59-15	Professional Development	109.00
				\$109.00
GRAFFITI PROTECTIVE COATINGS INC.	1005-1217R	111-8095-431.56-75	Contract Graffiti Removal	500.00
				\$500.00
GUADALUPE MORALES	65621/66809	111-0000-228.20-00	Deposit Refund	500.00
				\$500.00
HAZEL BRICENO	2/17/2018	111-6030-451.33-90	Referee Services	72.00
				\$72.00
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 02/25/2018	802-0000-217.60-10	Association Dues	150.00
				\$150.00
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 02/25/2018	802-0000-217.60-10	Association Dues	5,955.88
				\$5,955.88
HUNTINGTON PARK RUBBER STAMP CO.	RGC008381	111-3010-415.61-20	Dept Supplies & Expense	14.67
	RGC008395	111-6010-451.61-20	Dept Supplies & Expense	70.21
				\$84.88
IMSA	1820	111-8010-431.59-15	Professional Development	550.00
				\$550.00
INFRAMARK LLC	26718	681-8030-461.43-30	Infrastructure Maint.	16,231.88
				\$16,231.88

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
3-6-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
INTER VALLEY POOL SUPPLY, INC	104471	681-8030-461.41-00	Water Purchase	117.27
	104472	681-8030-461.41-00	Water Purchase	159.16
	104473	681-8030-461.41-00	Water Purchase	92.14
	104635	681-8030-461.41-00	Water Purchase	139.05
	104636	681-8030-461.41-00	Water Purchase	251.30
	104637	681-8030-461.41-00	Water Purchase	187.64
				\$946.56
INTER-CITY ENERGY SYSTEMS	9438/7888	111-0000-322.10-10	Building	47.04
				\$47.04
INTER-CITY ENGERGY SYSTEMS	12345/7962	111-0000-322.10-10	Building	47.04
				\$47.04
ITRON, INC.	476772	681-3022-415.56-41	Contractual Srvc - Other	658.03
				\$658.03
JANO BEDERIAN	2/8/2018	111-6030-451.33-90	Referee Services	72.00
				\$72.00
JATHSON RUIZ	2/13/2018	111-6030-451.33-90	Referee Services	72.00
				\$72.00
JAVIER FERNANDEZ	65210/67350	111-0000-347.20-00	Deposit Refund	47.00
				\$47.00
JCL TRAFFIC	93894	221-8012-429.61-20	Dept Supplies & Expense	1,349.59
				\$1,349.59
JESUS GUTIERREZ	064821	741-8060-431.62-30	Metro Transit Fuel & Oil	74.23
	819987	741-8060-431.62-30	Metro Transit Fuel & Oil	85.55
				\$159.78
JOANNA RODARTE	65867/67310	111-0000-228.20-00	Deposit Refund	500.00
				\$500.00
JOE COVARRUBIAS	2/20/2018	111-6030-451.33-90	Referee Services	72.00
				\$72.00
JOEL GORDILLO	2/2018	111-1010-411.56-41	Contractual Srvc - Other	1,650.00
				\$1,650.00
KEYSTONE UNIFORM DEPOT	074015	111-5055-419.61-20	Dept Supplies & Expense	125.24
	074015	239-5055-419.61-20	Dept Supplies & Expense	125.24
				\$250.48
LA COUNTY SHERIFF'S DEPT	182569LA	111-7022-421.56-41	Contractual Srvc - Other	1,151.79
				\$1,151.79
LACMTA	101699	219-0250-431.58-50	Bus Passes	7,163.00
				\$7,163.00
LAN WAN ENTERPRISE, INC	59998	111-0210-413.74-10	Equipment	229.94
				\$229.94
LCG BELGRAVE, LLC	22987-10908	681-0000-228.70-00	Deposit Refund	760.04
				\$760.04

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
LEE ANDREWS GROUP, INC	2018053	111-0210-413.56-41	Contractual Srvc - Other	6,000.00
				\$6,000.00
LEGAL SHIELD	02/15/2018	802-0000-217.60-50	Legal Shield Plan	106.60
				\$106.60
LGP EQUIPMENT RENTALS INC	103699	221-8010-431.61-20	Dept Supplies & Expense	354.51
	103761	221-8010-431.61-20	Dept Supplies & Expense	810.30
				\$1,164.81
LOS ANGELES COUNTY REGIONAL	3098	111-7010-421.59-15	Professional Development	595.00
				\$595.00
LOS ANGELES COUNTY RRCC	62541/66680	111-0000-228.20-00	Deposit Refund	500.00
				\$500.00
LUCKY TOURS CHARTER INC	2213	219-0250-431.57-70	Recreation Transit	800.00
				\$800.00
LUIS ALFREDO OCHOA	2/8-2/20/18	111-6030-451.33-90	Referee Services	288.00
				\$288.00
MARTHA P CORP	1/8/18	221-8010-431.61-20	Dept Supplies & Expense	315.17
	6/23/17	535-8090-452.61-20	Dept Supplies & Expense	56.07
				\$371.24
METRO EXPRESSLANES	T801893240872	111-7010-421.61-20	Dept Supplies & Expense	25.55
				\$25.55
MR. HOSE INC.	134252	741-8060-431.43-20	Fleet Maintenance	155.10
	134392	741-8060-431.43-20	Fleet Maintenance	310.20
				\$465.30
NAPA PARTS WHOLESALE	4832-255996	741-8060-431.43-20	Fleet Maintenance	78.10
	4832-256910	741-8060-431.43-20	Fleet Maintenance	75.61
				\$153.71
NATION WIDE RETIREMENT SOLUTIONS	PPE 02/25/2018	802-0000-217.40-10	Deferred Compensation	14,488.00
				\$14,488.00
NCM AUTOMOTIVE SOLUTIONS LLC	JAN2018	741-8060-431.43-20	Fleet Maintenance	280.00
				\$280.00
NEXT LEVEL DISPLAYS	25264	225-7120-421.74-10	Equipment	1,988.89
				\$1,988.89
O'REILLY AUTO PARTS	2959-338790	741-8060-431.43-20	Fleet Maintenance	74.13
	2959-339196	741-8060-431.43-20	Fleet Maintenance	89.49
	2959-340387	741-8060-431.43-20	Fleet Maintenance	12.35
	2959-340536	741-8060-431.43-20	Fleet Maintenance	93.21
	2959-340589	741-8060-431.43-20	Fleet Maintenance	742.24
	2959-340602	741-8060-431.43-20	Fleet Maintenance	15.68
	2959-340840	741-8060-431.43-20	Fleet Maintenance	17.73
	2959-340855	741-8060-431.43-20	Fleet Maintenance	17.51
	2959-340912	741-8060-431.43-20	Fleet Maintenance	81.91
	2959-341273	741-8060-431.43-20	Fleet Maintenance	26.25

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
O'REILLY AUTO PARTS	2959-341300	741-8060-431.43-20	Fleet Maintenance	41.60
	2959-341490	741-8060-431.43-20	Fleet Maintenance	3.37
	2959-341592	741-8060-431.43-20	Fleet Maintenance	92.05
	2959-341794	741-8060-431.43-20	Fleet Maintenance	19.11
	2959-343017	741-8060-431.43-20	Fleet Maintenance	100.43
	2959-343048	741-8060-431.43-20	Fleet Maintenance	6.02
	2959-343415	741-8060-431.43-20	Fleet Maintenance	54.73
	2959-343418	741-8060-431.43-20	Fleet Maintenance	29.46
	2959-343725	741-8060-431.43-20	Fleet Maintenance	20.85
	2959-343726	741-8060-431.43-20	Fleet Maintenance	255.14
	2959-343768	741-8060-431.43-20	Fleet Maintenance	107.70
	2959-344305	741-8060-431.43-20	Fleet Maintenance	177.32
	2959-346077	741-8060-431.43-20	Fleet Maintenance	6.16
	2959-346222	741-8060-431.43-20	Fleet Maintenance	106.53
	2959-346410	741-8060-431.43-20	Fleet Maintenance	59.10
	2959-346568	741-8060-431.43-20	Fleet Maintenance	71.20
	2959-346573	741-8060-431.43-20	Fleet Maintenance	32.90
				\$2,354.17
OK PRINTING DESIGN & DIGITAL PRINT	715	111-0121-413.61-15	Special Supplies	188.88
	716	111-0125-413.61-15	Special Supplies	188.88
	723	111-5055-419.61-20	Dept Supplies & Expense	193.70
	717	111-6010-451.61-20	Dept Supplies & Expense	125.55
	718	111-6010-451.61-20	Dept Supplies & Expense	141.66
	726	111-7010-421.61-20	Dept Supplies & Expense	25.00
	726	111-7040-421.61-31	Dept Supplies Records	75.79
	723	239-5055-419.61-20	Dept Supplies & Expense	193.70
				\$1,133.16
ORANGE COUNTY SHERIFF'S DEPT	3/20/2018	111-7010-421.59-20	Professional Develop Post	45.00
				\$45.00
OSUNA SINALOA AUTO GLASS CORP	I000664	741-8060-431.43-20	Fleet Maintenance	65.00
				\$65.00
PARS	39431	111-9010-419.56-41	Contractual Srvc - Other	576.81
				\$576.81
PRIME STRATEGIES CALIFORNIA, LLC	000001	111-9010-419.56-41	Contractual Srvc - Other	10,000.00
	000002	111-9010-419.56-41	Contractual Srvc - Other	10,000.00
				\$20,000.00
PRUDENTIAL OVERALL SUPPLY	52101179	111-6010-451.56-41	Contractual Srvc - Other	129.02
				\$129.02
PSYCHOLOGICAL CONSULTING ASSOC, INC	523187	111-7010-421.56-41	Contractual Srvc - Other	400.00
				\$400.00

**CITY OF HUNTINGTON PARK
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
PUBLIC SAFETY ALLIANCE, LLC	3/19-3/20/2018	111-7010-421.59-30	Prof Dev - STC & Training	200.00
	3/7/2018	111-7010-421.59-30	Prof Dev - STC & Training	125.00
				\$325.00
PURCHASE POWER	2/11/2018	111-7040-421.56-41	Contractual Srvc - Other	500.00
	2/14/2018	111-9010-419.53-20	Postage	2,092.88
				\$2,592.88
READYREFRESH	08B0034574871	111-7010-421.61-20	Dept Supplies & Expense	130.67
				\$130.67
RICOH AMERICAS CORP	58014821	111-6010-451.56-41	Contractual Srvc - Other	234.98
				\$234.98
RICOH USA, INC.	5052474997	111-6010-451.56-41	Contractual Srvc - Other	108.16
				\$108.16
RIZKHALIL, MARIA	19579-2000	681-0000-228.70-00	Deposit Refund	29.70
				\$29.70
SANTA FE BUILDING MAINTENANCE	16673	111-6020-451.56-41	Contractual Srvc - Other	200.00
	16674	111-6020-451.56-41	Contractual Srvc - Other	200.00
	16675	111-6020-451.56-41	Contractual Srvc - Other	200.00
				\$600.00
SARA CISNEROS	781	111-3010-415.61-20	Dept Supplies & Expense	9.75
				\$9.75
SARAHANG CONSTRUCTION INC	448	246-5098-463.73-10	Improvements	6,935.00
				\$6,935.00
SAUL GUARDADO	2/15/2018	111-6030-451.33-90	Referee Services	72.00
				\$72.00
SHELL FLEET PLUS	79043758802	741-8060-431.62-30	Metro Transit Fuel & Oil	80.00
				\$80.00
SMART & FINAL	025873	111-0230-413.61-20	Dept Supplies & Expense	86.39
	41619	111-7010-421.61-20	Dept Supplies & Expense	61.75
				\$148.14
SOUSA COURT REPORTERS	636425	745-9031-413.32-70	Contractual Srv Legal	213.80
				\$213.80
SOUTHERN CALIFORNIA MUNICIPAL	6518	111-6010-451.59-15	Professional Development	310.00
				\$310.00
ST FRANCIS, LLC.	1661031A	221-8014-429.56-41	Contractual Srvc - Other	4,608.00
	1661031B	221-8014-429.56-41	Contractual Srvc - Other	3,643.75
	1661032	221-8014-429.56-41	Contractual Srvc - Other	8,879.65
	1661033A	221-8014-429.56-41	Contractual Srvc - Other	4,608.00
	1661033B	221-8014-429.56-41	Contractual Srvc - Other	8,853.00
	1661034A	221-8014-429.56-41	Contractual Srvc - Other	4,608.00
	1661034B	221-8014-429.56-41	Contractual Srvc - Other	2,613.75
	1661035	221-8014-429.56-41	Contractual Srvc - Other	4,608.00
	1661036	221-8014-429.56-41	Contractual Srvc - Other	3,388.75
	1661037	221-8014-429.56-41	Contractual Srvc - Other	6,557.76
	1661038	221-8014-429.56-41	Contractual Srvc - Other	369.25
				\$52,737.91

CITY OF HUNTINGTON PARK

DEMAND REGISTER

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STANDARD INSURANCE COMPANY	2/16/2018	802-0000-217.50-70	Life, ADD, LT Disability	1,776.41
				\$1,776.41
STAPLES ADVANTAGE	8048584815	111-0110-411.61-20	Dept Supplies & Expense	170.66
	8048584815	111-0210-413.61-20	Dept Supplies & Expense	220.53
	8048584815	111-0230-413.61-20	Dept Supplies & Expense	202.56
	8048584815	111-1010-411.61-20	Dept Supplies & Expense	249.24
	8048584815	111-3010-415.61-20	Dept Supplies & Expense	78.50
	8048584815	111-4010-431.61-20	Dept Supplies & Expense	109.79
	8048584815	111-5010-419.61-20	Dept Supplies & Expense	289.50
	8048584815	111-6010-451.61-20	Dept Supplies & Expense	248.33
	8048584815	111-6020-451.61-35	Recreation Supplies	273.13
	8048584815	111-7010-421.61-20	Dept Supplies & Expense	305.04
	8048584815	111-7022-421.61-24	Patrol Admin Volunteers	446.72
	8048584815	111-7030-421.61-20	Dept Supplies & Expense	204.28
	8048584815	111-7040-421.61-31	Dept Supplies Records	102.35
	8048584815	111-7040-421.61-32	Dept Supplies Comm Center	339.49
	8048584815	111-8020-431.61-20	Dept Supplies & Expense	194.35
	8048584815	246-5098-463.61-20	Dept Supplies & Expense	331.76
				\$3,766.23
SUPERIOR COURT OF CALIFORNIA	DEC2017	111-3010-415.56-10	Parking Citation Surcharg	22,514.00
	JAN2018	111-3010-415.56-10	Parking Citation Surcharg	26,476.53
				\$48,990.53
SUSAN CRUM	490600037	111-0210-413.61-20	Dept Supplies & Expense	19.96
	5694	111-0210-413.61-20	Dept Supplies & Expense	25.57
				\$45.53
TIMOTHY GOLDBERG	22535-12344	681-0000-228.70-00	Deposit Refund	986.84
				\$986.84
TITAN LEGAL SERVICES, INC	SU290663-07-01	745-9031-413.32-70	Contractual Srv Legal	274.75
	SU295200-01-01	745-9031-413.32-70	Contractual Srv Legal	76.50
				\$351.25
TRITECH SOFTWARE SYSTEMS	18-022018-0489	111-7010-421.59-15	Professional Development	795.00
	18-022018-0490	111-7010-421.59-15	Professional Development	795.00
				\$1,590.00
U.S. BANK	PPE 02/25/2018	802-0000-217.30-20	PARS	3,663.84
	PPE 02/25/2018	802-0000-218.10-05	PARS EMPLOYER	16,692.82
				\$20,356.66
U.S. HEALTH WORKS	3273252-CA	111-0230-413.56-41	Contractual Srv - Other	993.00
				\$993.00
UPS	0000F911X6068	111-7010-421.61-20	Dept Supplies & Expense	16.21
				\$16.21

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
3-6-2018**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
VERIZON WIRELESS	9801827610	111-0110-411.53-10	Telephone & Wireless	308.30
	9801827610	111-0210-413.53-10	Telephone & Wireless	105.67
	9800864651	111-6010-419.53-10	Telephone & Wireless	38.01
	9801827610	111-6010-419.53-10	Telephone & Wireless	104.23
	9800864651	111-8010-431.53-10	Telephone & Wireless	739.41
	9801827610	111-9010-419.53-10	Telephone & Wireless	25.81
				\$1,321.43
VISION SERVICE PLAN-CA	MARCH2018	802-0000-217.50-30	Vision Insurance	4,027.98
				\$4,027.98
WALNUT PARK MUTUAL WATER CO.	2017	283-8040-432.56-41	Contractual Srvc - Other	60.00
				\$60.00
WALTERS WHOLESALE ELECTRIC COMPANY	S109689960.001	535-8016-431.61-45	Street Lighting Supplies	143.92
				\$143.92
WATER REPLENISHMENT DISTRICT	12/31/2017	681-8030-461.41-00	Water Purchase	104,491.62
				\$104,491.62
WELLS FARGO BANK-FIT	PPE 02/25/2018	802-0000-217.20-10	Federal W/Holding	48,854.55
				\$48,854.55
WELLS FARGO BANK-MEDICARE	PPE 02/25/2018	802-0000-217.10-10	Medicare	6,972.88
				\$6,972.88
WELLS FARGO BANK-SIT	PPE 02/25/2018	802-0000-217.20-20	State W/Holding	18,180.76
				\$18,180.76
WEST GOVERNMENT SERVICES	837661201	111-7030-421.56-41	Contractual Srvc - Other	624.00
	837738526	111-7030-421.56-41	Contractual Srvc - Other	54.75
				\$678.75
				\$881,049.33

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, March 6, 2018

REGULAR AGENDA

CITY MANAGER

- 3. Consideration and Approval of First Amendment to MidCities Grants, LLC, Professional Services Agreement (PSA)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve first amendment to the PSA with MidCities Grants, LLC, for an expansion of existing services to include other HUD Funding Programs including CDBG and Lead Based Paint Programs; and
2. Authorize Interim City Manager to execute the agreement.

ITEM AVAILABLE MONDAY, MARCH 5, 2018



CITY OF HUNTINGTON PARK

Human Resources Department
City Council Agenda Report

March 6, 2018

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 AND APPROVAL OF AN ONLINE SERVICES AGREEMENT WITH NEOGOV TO PROVIDE AN ONLINE APPLICATION/APPLICANT TRACKING SYSTEM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve agreement with NEOGOV, for Human Resources applicant tracking software, for an amount not to exceed \$12,012; and
2. Authorize Interim City Manager to execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

NEOGOV is the leading provider of human resource applications for the public sector. The City is looking to automate and streamline the hiring process, including recruiting, testing, preparing job descriptions and salary surveying. With NEOGOV, the City can automatically post open positions, reaching multiple search engines and send email notifications for all recruitments.

The Applicant tracking feature in NEOGOV's Insight software automates the hiring and selection process, making for more efficient use of staff resources. Currently Human Resources staff receives applications in person or via US mail and manually reviews and notifies each applicant of their status. NEOGOV provides an online job application and career portal, improving the entire hiring process for both staff and the applicant.

NEOGOV has many additional features that allow City Human Resources staff to survey other government entities, run specific HR reports, automatically post open recruitments to Governmentjobs.com and connect with multiple resources at no additional charge. These features are essential to public sector hiring and the Civil Service process.

CONSIDERATION AND APPROVAL OF AN ONLINE SERVICES AGREEMENT WITH NEOGOV TO PROVIDE A NEW ONLINE APPLICATION/APPLICANT TRACKING SYSTEM

March 6, 2018

Page 2 of 2

NEOGOV is a cloud-based system, therefore no hardware is necessary and requires little assistance from IT staff. Overall, NEOGOV will save City time and money through the streamlined recruitment process.

FISCAL IMPACT/FINANCING

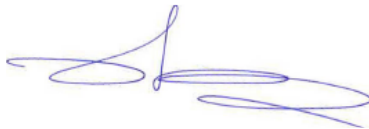
The total fiscal impact for the Online Services Agreement with NEOGOV for the first year is \$12,012. This consists of a one-time training fee of \$2,500, a one-time setup and implementation fee of \$2,500, and an annual recurring fee of \$7,012.

Funding for NEOGOV was approved in the City's Fiscal Year 2017/2018 Adopted Budget in account 111-0230-413.54-00 and the proposed costs is well within the department's budget. If approved, an annual license renewal fee will be budgeted for FY 18-19.

CONCLUSION

Upon City Council's approval, staff will proceed with recommended action.

Respectfully submitted,



RICARDO REYES
Interim City Manager



MARTHA V. CASTILLO
Director of Human Resources

ATTACHMENT(S)

A. Online Services Agreement

ATTACHMENT “A”

ONLINE SERVICES AGREEMENT

THIS ONLINE SERVICES AGREEMENT (this “Agreement”) is made and entered into as of this _____ day of _____, 2018 (the “Effective Date”), by and between **GovernmentJobs.com, Inc.**, a California corporation doing business as NEOGOV (“NEOGOV”), with offices at 300 Continental Blvd., Suite 565, El Segundo, California 90245, and the **City of Huntington Park, California** a public entity acting by and through its duly appointed representative (“Customer”).

1. **Provision of Online Services.**

(a) **Services.** Subject to the terms and conditions set forth herein, Customer hereby engages NEOGOV, and NEOGOV hereby agrees, to provide Customer with, and/or access to, the services (the “Services”) described in this Agreement and in the order form attached hereto as Exhibit A (the “Order Form”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder.

(b) **Change Orders.** Either party may initiate a change to any part of the Order Form by delivering a written change order request to the other party. The receiving party shall notify the party making such request, in writing within ten (10) business days of such receiving party’s receipt of such change order request, of such receiving party’s acceptance or rejection of the proposed changes. If the receiving party fails to respond within such ten (10) business day period, such receiving party shall be deemed to have rejected such proposed changes. If the receiving party approves such change order, the parties shall agree on the estimate of time to complete the changes, associated costs, an impact analysis indicating ramifications or impacts to the overall project, a modification of any affected Fees, Services or deliverables, and any other relevant details related to such change order.

2. **Customer Responsibilities.** In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) **Compliance with Laws.** Customer shall be responsible for ensuring that Customer’s use of the Services and the performance of Customer’s other obligations hereunder comply with all applicable rules, regulations, laws, code and ordinances.

(b) **Customer Data and Website.** Customer shall be solely responsible for (i) the accuracy and completeness of all records, databases, data and information provided, submitted or uploaded by Customer or its users in connection with this Agreement or use of the Services (“Customer Data”), (ii) the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer’s website, and (iii) making and keeping copies of all Customer Data. Except set forth in Section 9(c)(ii), NEOGOV shall have no obligation to provide or make available to Customer, and Customer shall have no right to receive, a copy of the Customer Data or any associated data files in any format.

(c) **Acceptable Use.** Customer shall not: (i) provide system passwords or other log-in information for the Services to any third party except those specifically authorized to access the Services in this Agreement; (ii) share non-public NEOGOV system features or content with any third party; (iii) access the Services in order to build, assist, or facilitate the assembly of a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to discover or directly access the source code or any underlying ideas or algorithms of any portions of the Services or any underlying software or component thereof; or (v) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Services except as expressly permitted by this Agreement. In the event that NEOGOV suspects any breach of the requirements provided in this Section 2(c), including by way of users of Customer’s system, NEOGOV may suspend Customer’s access to the Services for the reasonable time required to confirm or deny suspicion, in addition to other lawful remedies as required.

(d) Unauthorized Access. Customer will take reasonable steps to prevent unauthorized access to the Services, including, without limitation, by protecting its passwords and other log-in information for the Services. Customer will notify NEOGOV immediately of any known or suspected unauthorized use of the Services or breach of its security and will use best efforts to stop any such breach.

(e) Customer Equipment. Other than the Services provided by NEOGOV, Customer is responsible for all other services, equipment and facilities (including, without limitation, all hardware, telecommunications equipment, connectivity, cabling and software) required to access the Services. Customer shall be responsible for procuring all licenses of third party software necessary for Customer's use of the Services.

3. Maintenance and Support Services.

(a) Maintenance. NEOGOV maintains NEOGOV's hardware/software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation, software delivery, and security for the Services. Preventive system maintenance is conducted by NEOGOV from time to time and is addressed in a variety of methods including scalable architecture and infrastructure, log checking, performance maintenance, and other preventative tasks. Customer is not responsible for NEOGOV system maintenance.

(b) Modification. NEOGOV may periodically modify the features, components and functionality of the Services. NEOGOV shall have no liability for, or any obligations to, investments in or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification of the Services provided by NEOGOV.

(c) Support. Phone support for the Services is available to Customer between the hours of 6:00AM and 6:00PM, Pacific Time, Monday through Friday, excluding NEOGOV holidays. Online support for the Services is available 24 hours a day, seven days a week. Both phone and online case receipts are confirmed immediately. The length of time for a resolution of any problem is fully dependent on the type of case (i.e., High/Medium/Low priority, question, enhancement request). High priority issues such as "system down" will be addressed immediately and resolved as soon as possible. All other issues are reviewed internally by NEOGOV, and then will be discussed and reviewed with Customer to identify priority and a resolution timeline.

(d) Updates and Upgrades. During the Term, NEOGOV will make all Updates and Upgrades to the Services accessible to Customer at no additional expense to Customer. Upgrades are automatic and available upon Customer's next login to the Services following an Update or Upgrade. NEOGOV shall have no obligation to provide, at no additional expense to Customer, major product enhancements and/or new features that NEOGOV markets separately to other customers for an additional fee; provided, that, NEOGOV may, in its sole discretion, elect to provide such enhancements or features to Customer on a case-by-case basis at no cost. NEOGOV shall have no liability for, or any obligations to, investments in or modifications to in Customer's hardware, systems or other software which may be necessary to use or access the Services due to an Update or Upgrade. For the purposes hereof, (i) "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its third-party customers of the same module, excluding Upgrades, and (ii) "Upgrade" means any update of the Services or underlying NEOGOV software such as bug fixes, platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available and does not market separately to other customers on a custom, exclusive basis for a separate fee.

(e) Training. NEOGOV will provide Customer with access to the online training materials. All NEOGOV provided training materials will be provided online, unless otherwise set forth in the Order Form.

(f) Limitations. This Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly required to be provided by NEOGOV in this Agreement, including, but not limited to, training, data conversion, and program modification and enhancement.

4. **Ownership and Protection.**

(a) **Customer Data.** As between NEOGOV and Customer, Customer shall exclusively own all right, title and interest in and to all Customer Data and all intellectual property and proprietary rights anywhere in the world (“**Proprietary Rights**”) therein. Other than as set forth in **Section 4(c)**, NEOGOV shall (i) acquire no rights in any Customer Data, and (ii) process Customer Data only to provide the Services or as otherwise instructed by Customer, or as may be required or permitted by applicable law.

(b) **NEOGOV Intellectual Property.** As between NEOGOV and Customer, NEOGOV shall exclusively own all right, title and interest in and to all Services (including any Update or Upgrade thereto), NEOGOV’s products, system, any software (including any source code or object code) or documentation related thereto, any trademarks, service marks, logos and other distinctive brand features of NEOGOV and all Proprietary Rights embodied therein (collectively, the “**NEOGOV Intellectual Property**”).

(c) **Customer Grant to Use Certain Customer Data.** Customer hereby grants to NEOGOV a perpetual, irrevocable, non-exclusive, royalty-free, fully transferable, worldwide license to download, use, reproduce, archive, adapt, combine with other data, edit and re-format, generate, store, disclose, create derivative works of, sell and exploit (commercially or otherwise) any and all Customer Data that does not constitute personally identifiable information for any purpose, including, without limitation, to provide the Services to Customer and its users and to analyze use of, and develop improvements to, the Services.

(d) **Reservation of Rights.** This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. Except as expressly set forth in **Section 4(e)**, this Agreement does not grant Customer any licenses or other rights with respect to any of the NEOGOV Intellectual Property. All rights not expressly granted herein are reserved by NEOGOV.

(e) **NEOGOV License Grant.** NEOGOV’s approved logos and trademarks (the “**Approved Marks**”), including the “powered by” logo, will appear on the “employment opportunities”, “job description” and other NEOGOV hosted pages. NEOGOV hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Term to use and reproduce the Approved Marks solely for purposes set forth in this **Section 4(e)**. All uses of the Approved Marks shall conform to NEOGOV’s standard guidelines and requirements for use of the Approved Marks.

(f) **Privacy.** NEOGOV will have no responsibility or liability for the accuracy of the Customer Data. Customer shall comply with all applicable laws and regulations relating to (i) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (ii) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Customer Data (including any personally identifiable information). Without limiting the generality of the foregoing, in using the Services or any other NEOGOV Intellectual Property, Customer will not disclose or provide to NEOGOV any personally identifiable information of any other person or entity.

5. **Representations, Warranties and Disclaimers.**

(a) **Authority.** Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

(b) **Service Performance Warranty.** NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND CUSTOMER’S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

(d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER’S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. Publicity. Following the mutual execution and delivery of this Agreement, each party hereto may advertise, disclose and publish its relationship with the other party under this Agreement. NEOGOV may display Customer’s name and logo in connection with such advertisement, disclosure and publishing.

7. Nondisclosure. Through exercise of each party’s rights under this Agreement, each party may be exposed to the other party’s technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret and (c) trade secrets (collectively, “Confidential Information”). In recognition of the other party’s need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party (y) except as permitted or authorized herein or (z) except as required by law including the Public Records Act of the State of California, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party’s Confidential Information during the Term and for a period of three (3) years thereafter or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party’s trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with NEOGOV’s concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, “screen captures”, videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.

8. Liability Limitations.

(a) **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NEOGOV HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER’S USE OR, OR INABILITY TO USE, THE SERVICES, UNDER ANY CIRCUMSTANCE, CAUSE OF ACTION OR THEORY OF LIABILITY, OR DUE TO ANY EVENT WHATSOEVER, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, NEOGOV**

INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, LOSS OF USE, LOSS OF GOODWILL OR BUSINESS STOPPAGE, EVEN IF NEOGOV KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **WITHOUT LIMITATION OF SECTION 8(A), EXCEPT FOR DAMAGES ARISING OUT OF NEOGOV'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF NEOGOV FOR ANY AND ALL CLAIMS AGAINST NEOGOV UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO NEOGOV UNDER THIS AGREEMENT DURING THE INITIAL TERM. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.**

9. Term and Termination.

(a) Term. This Agreement shall commence on the Effective Date and remain in effect for the initial term set forth on the Order Form, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive twelve (12) month terms (each a "Renewal Term") and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least ninety (90) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement.

(b) Termination.

(i) Termination by NEOGOV. NEOGOV may suspend the Services or terminate this Agreement immediately in the event of any of the following: (A) Customer fails to pay any amount then due under this Agreement and such failure is not cured within five (5) days following NEOGOV's written notice thereof, (B) Customer is in material breach of this Agreement and such breach is not cured within thirty (30) days following NEOGOV's written notice thereof; or (C) the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, public policy.

(ii) Termination by Customer. Customer may terminate this Agreement immediately if NEOGOV is in material breach of this Agreement and such breach is not cured within thirty (30) days following Customer's written notice thereof.

(c) Effect of Termination.

(i) Generally. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts owing to NEOGOV under this Agreement.

(ii) Customer Data. Upon expiration or any termination of this Agreement, Customer may elect to receive either associated data files from the NEOGOV system or read-only access to such files as set forth NEOGOV

below.

(A) Delivery of Insight Data Files. Upon expiration or termination of this Agreement, in the event that Customer elects to receive Insight data files from the NEOGOV system, NEOGOV shall provide Customer with a dedicated data file in .CSV format, or provide a proprietary and confidential delete of data. Such data files will be comprised of Customer's standard data contained in NEOGOV's Insight Enterprise (IN) system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database. NEOGOV retains the right to purge such data files from NEOGOV's systems without consent from, or notice to, the Customer after ninety (90) days after the date of expiration or termination of this Agreement.

(B) Read-Only Access. In the event that Customer elects to maintain read-only access to such associated data files, Customer shall deliver to NEOGOV written notice of such election within ninety (90) days of the date of expiration or termination date of this Agreement. As consideration for such access, Customer agrees to pay NEOGOV an upfront payment equal to ten (10%) of annual recurring Fee in effect at the time of the expiration or termination of this Agreement. Customer agrees that such access to the NEOGOV system shall be limited to the functionality included at time of the expiration or termination of this Agreement. Customer may only elect to maintain read-only access to such data files if Customer has paid all outstanding amounts owed to NEOGOV under this Agreement.

(d) Survival. Sections 2, 4(a) through 4(d), 4(f), 5, 6, 7, 8, 9(c), 9(d), 12 and 13 shall survive the termination or expiration of this Agreement.

10. Payments.

(a) Payment Terms. Customer shall pay NEOGOV the applicable fees set forth in the Order Form (collectively, the "**Fees**") within the applicable time periods set forth in the Order Form. NEOGOV may invoice all Fees due under this Agreement in one invoice for each invoice period. The parties agree that all invoices shall be delivered to the stated "Bill To" party on the Order Form.

(b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption with ten (10) days of NEOGOV's request therefor.

(c) Fee Increases. NEOGOV may, in its sole discretion, increase the Fees for any Renewal Term. NEOGOV shall provide Customer with written notice of any such Fee increase at least one hundred twenty (120) days' prior to the commencement of such Renewal Term.

11. Force Majeure. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, military action or usurped power; or (h) actions or failures to act on the part of a governmental authority.

12. Piggyback Clause. It is understood and agreed by Customer and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this Agreement. It is also understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between

the new governmental entity and NEOGOV. It is also hereby mutually understood and agreed that Customer is not a legally bound party to any contractual Agreement made between NEOGOV and any entity other than Customer.

13. **Miscellaneous.**

(a) **Assignment.** This Agreement may not be assigned by either party without the express written approval of the other party and any attempt at assignment in violation of this Section 13(a) shall be null and void.

(b) **Entire Agreement; Amendment.** This Agreement and the Order Form constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to conflict of law rules.

(d) **Severability.** If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and enforceable.

(e) **Independent Contractor; Third Party Agreements.** Customer is and shall be deemed to be an independent contractor of NEOGOV and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto, or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

(f) **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address set forth in the introductory paragraph hereof. Notice of change of address shall be given by written notice in the manner detailed in this Section 13(f).

(g) **Waiver.** The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.

(h) **Attorneys' Fees.** Should either party hereto initiate a legal or administrative action or proceeding (an "Action") to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the losing party all reasonable costs of the Action, including without limitation attorneys' fees and costs.

(i) **Conflict.** In the event of a conflict between the body of this Agreement and the Order Form, the terms of the body of this Agreement shall control.

(j) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

Customer: _____
Signature: _____
Print Name: _____
Title: _____
Date: _____

NEOGOV: **GovernmentJobs.com, Inc.**, a California corporation
Signature: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A – ORDER FORM**Customer:****Bill To:**

<u>City of Huntington Park (CA)</u>	Martha Castillo 6550 Miles Avenue Huntington Park, CA 90255 mcastillo@hpcg.gov (323) 584-6227
<u>Quote Date:</u> 1/18/2018 <u>Valid From:</u> 1/18/2018 <u>Valid To:</u> 2/28/2018	<u>Revision:</u> <u>1</u> <u>Order Number:</u> <u>Initial Term:</u> <u>12 Months</u>
<u>Requested Service Date:</u> <u>TBD</u>	

Order SummaryAnnual Recurring Fees

<u>Line</u>	<u>Description¹</u>	<u>Initial Annual Recurring Fee:</u>
1.	Insight Enterprise Edition (IN)	
	IN Subscription	<u>\$5,512.00</u>
2.	GovernmentJobs.com Job Posting Subscription (GJC)	
	GJC Subscription	<u>\$1,500.00</u>
3.	Perform (PE)	
	PE Subscription	<u>N/A</u>
4.	Onboard (ON)	
	ON Subscription	<u>N/A</u>
5.	Learning Management System (LMS)	
	LMS Subscription	<u>N/A</u>
6.	NEOGOV Integrations	
	Integration Maintenance	<u>N/A</u>
<u>Sub Total:</u>		<u>\$7,012.00</u>

Non-Recurring Fees

Line	Description¹	Non-Recurring Fees
	NEOGOV Services	
6.	Insight (IN)	
	Setup and Implementation	<u>\$2,500.00</u>
	Training	<u>\$2,500.00</u>
7.	Perform (PE)	
	Setup and Implementation	<u>N/A</u>
	Training	<u>N/A</u>
8.	Onboard (ON)	
	Setup and Implementation	<u>N/A</u>
	Training	<u>N/A</u>
	Onboard form building as Professional Service ²	
9.	Learning Management System (LMS)	
	Setup and Implementation	<u>N/A</u>
	Training	<u>N/A</u>
10.	NEOGOV Integrations	
	Setup and Configuration	<u>N/A</u>
	Sub Total:	<u>\$5,000.00</u>
	Order Total:	<u>\$12,012.00</u>

¹Items designated as Not Applicable, N/A or NA on the Order Form are not included in the Services. Customer may request a quote for these items at their discretion throughout the Term.

² The annual recurring Fees for a Renewal Term are subject to increase pursuant to the Agreement.

1. Description of Services.

(a) Insight Enterprise (IN). Insight Enterprise (IN) is designed to address five major areas of human resource activities including recruitment, selection, applicant tracking, reporting and analysis, and HR automation. As described below, Insight Enterprise (IN) enables agencies to post class specifications online, post job announcements on Customer websites, accept online applications, conduct applicant tracking including EEO and other statistical analysis, create email/hardcopy applicant notices, complete item analysis, create/route/and approve requisitions and hire actions online, and certify eligible lists electronically. A subscription to Insight Enterprise (IN) will include the following:

- (i) Recruitment
- Online job application
 - Online job announcements and descriptions

- Automatic online job interest cards
 - Recruitment and examination planning
- (ii) Selection
- Configurable supplemental questions
 - Define unique scoring plans
 - Test analysis and pass-point setting
 - Score, rank, and refer applicants
- (iii) Applicant Tracking
- Email and hardcopy notifications
 - EEO Data collection and reports
 - Track applicants by step/hurdle
 - Schedule written, oral, and other exams
 - Candidate self-service portal for scheduling and application status
- (iv) Reporting and Analysis
- 90 standard system reports
 - Ad hoc reporting tool
- (v) HR Automation
- Automatically route job requisitions and hire actions for approval
 - Automatically score and pass/fail applicants based on scoring plans
 - Automatically email users when there are candidates sent to them for review
 - Automatically email jobseeker job interest card notices for jobs posted on the main job openings page
- (vi) Training
- NEOGOV will create a Customer-specific training environment for Insight Enterprise (IN), which is used by Customer during training and afterwards to train in prior to moving into production.
 - Customer will have full access to the demo/training environment setup for Insight Enterprise (IN).
 - NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
 - NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

NEOGOV will provide the URLs for the Career Pages, which the Customer will use to advertise on their website. Customer will need to change the IP addresses for the following three Customer website links (NEOGOV will provide the new link addresses):

- Job openings
- Promotional job openings
- Transfer Job openings
- Class Specifications
- Job Interest Cards

Furthermore, Customer may export data from and to Insight Enterprise (IN) to integrate with other systems. As part of each such integration, NEOGOV shall:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings.
- Provide Integration Worksheets and/or guides.

Specifications regarding for cost, additional NEOGOV integrations can be made available to Customer, including:

- Configure New Hire Export Interface
- Configure Position Control Import Interface
- Class Spec Interface
- Employee Integration

(b) GovernmentJobs.com Job Posting Subscription. A subscription to GovernmentJobs.com Job Posting Subscription will include the following functionality:

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings

Note: Jobs advertised on the promotional and transfer webpages are not advertised on GovernmentJobs.com as these are typically for internal employees.

(c) Perform (PE). Perform (PE) is designed to address the major areas of human resource activities centered around employee performance management. As described below, Perform (PE) includes built-in workflow for business processes, configurable tasks, performance evaluations and reports. A subscription to Perform (PE) will include the following:

- Configurable Performance Evaluations
- Ability to build Library of Goals, Competencies, and Writing Assistants
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Scored and Non-scored Rating Scales
- Log of Performance Observations throughout the year
- Peer Reviews & Multi-rater capability
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

(d) Onboard (ON). Onboard (ON) is designed to facilitate the onboarding process for new hires. As described below, NEOGOV maintains standard forms as part of the annual subscription. Agencies shall maintain any custom forms created by Customer. A subscription to Onboard (ON) will include the following functionality:

- Electronic Employee File
- Federal I9 and W4 forms
- Task Manager
- Employee data upload
- Build your own Onboarding forms*

*Onboard (ON) includes Federal I9 standard forms that are updated annually and Federal W4 forms updated every 2-4 years. Additional forms or form maintenance is available from NEOGOV at the following cost.

- Background forms \$295 per form
- Dynamic Forms \$195 per form
- Updates to existing forms \$200 an hour

(e) Learning (LMS). Learning (LMS) is designed to provide a seamless experience for organizations to train and develop employees. LMS addresses the critical need of organizations to ensure completion of required trainings. By tracking both in-person and online training in one central place, organizations can improve employee performance and safety and reduce risk and liability claims. A subscription to Learning (LMS) will including the following:

- Create, schedule, enroll learners in, and track completion of online and in-person, classroom trainings
- Ability to upload course content files
- Certificates after course completion
- Learner transcripts & class rosters
- Course catalog with configurable categories for learners to browse
- Centralized dashboard that displays all required and elective trainings (online and in-person) that employees can take
- Over 700 ‘off-the-shelf’ online courses related to:
 - o Health & Safety,
 - o Employment Practices and Liability,
 - o Human Capital
 - o Cyber Security and Privacy,
 - o Law Enforcement,
 - o Higher Ed/Campus Safety & Compliance,
 - o Safe Driving, and
 - o Parks & Recreation (including Child Safety courses)
 - o Computer/IT Skills
- Setup and Implementation
 - o The following activities will be conducted as a part of the Services:
 - NEOGOV will work with Customer staff to understand the existing processes, as well as other workforce business practices, where applicable.
 - NEOGOV will establish Customer’s production environment.
 - All NEOGOV products will be implemented off-site. Customer may integrate NEOGOV solutions with other systems using standard NEOGOV integration tools, web services and/or flat files. The specifications and scope must be defined prior to agreeing to a timeline or price.
 - Initial LMS will be built on the FirstNet Learning platform. Based on the functionality utilized by Customer, NEOGOV will migrate Customer to updated LMS platform at a future date agreed upon by both NEOGOV and Customer.
- Training
 - o NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
 - o NEOGOV’s pre-built, online training consists of a series of tutorials to introduce the standard features and functions and may be used as reference material by the staff conducting day-to-day activities.

(f) NEOGOV Integrations. NEOGOV offers Standard Integrations as well as platform APIs for third party system integration(s). A subscription to Standard Integrations includes the following:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual maintenance by NEOGOV
- Employee import and export
- Department division position import and export

Note: NEOGOV APIs are to be configured directly by Customer staff using NEOGOV documentation. If required, professional services may be included by NEOGOV to help define and validate scope, business requirements, NEOGOV

timelines, and associated costs (if applicable).

- (g) NEOGOV Implementation. The following activities will be conducted as a part of the Services:
- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
 - NEOGOV will work with Customer staff to understand the existing processes as well as other workforce business practices where applicable.
 - NEOGOV will establish Customer's production environment.
 - All NEOGOV products will be implemented off-site. Customer may integrate NEOGOV solutions with other systems using standard NEOGOV integration tools, export data from Insight Enterprise (IN) using web services and/or flat files to integrate with other systems, but the specifications and scope must be defined prior to agreeing to a timeline or price.
 - Following NEOGOV product rollout, NEOGOV and Customer will conduct two (2) post go-live conference call(s) (if scheduled) to ensure that the rollout was completed successfully and that any production questions are addressed promptly.

2. Fees. Customer shall pay the Fees set forth in this Order Form as follows:

(a) Annual Recurring Fees. Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for the Initial Term within thirty (30) days of the date of Customer's execution and delivery of this Order Form. Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for any Renewal Term within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor. The annual recurring Fees for a Renewal Term are subject to increase pursuant to the Agreement.

(b) Training Fees. Customer shall pay all training Fees within thirty (30) days of the date of Customer's execution and delivery of this this Order Form.

(c) Setup and Implementation. Customer shall pay all setup and implementation Fees within thirty (30) days of the date of Customer's execution and delivery of this this Order Form.

(d) Other Fees. Any other Fees owed by Customer to NEOGOV pursuant to this Agreement shall be paid by Customer within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor.

3. Miscellaneous.

(a) Online Services Agreement. This Order Form is an attachment to and part of that certain Online Services Agreement (the "Agreement") by and between NEOGOV and Customer. Terms not defined in this Order Form shall have the meanings set forth in the Agreement. THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE AGREEMENT. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT IT HAS READ THE AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND BY ITS PROVISIONS.

(b) Effectiveness. Neither Customer nor NEOGOV will be bound by this Order Form until this Order Form has been signed by authorized representatives of both parties.

(c) Modifications. This Order Form may not be modified or amended except through a written instrument signed by the party to be bound.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their respective duly authorized officers as of the date set forth below.

<u>Customer:</u>	<u>NEOGOV: GovernmentJobs.com, Inc.</u>
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



CITY OF HUNTINGTON PARK
Parks and Recreation Department
City Council Agenda Report

March 6, 2018

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 AND APPROVAL OF A RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS TO THE LAND AND WATER CONSERVATION FUND

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2018-09, approving the application for grant funds to the Land and Water Conservation Fund for the development of Huntington Park Linear Park to increase the open space, provide connectivity, and increase physical activity options for the community; and
2. Authorize Interim City Manager to execute and submit all related grant application documents.

BACKGROUND

The Land and Water Conservation Fund grant is specifically for acquisition or development park projects that reduce greenhouse gas (GHG) emissions and provide multiple benefits to the community at large.

All projects are required to show a net GHG benefit and provide multiple other benefits. In order to quantify GHG emission reductions, projects must include at least one of the following project activities:

- Sequester and store carbon by planting trees
- Reduce building energy use by strategically planting trees to shade buildings
- Reduce commute vehicle miles traveled by constructing bicycle paths, bicycle lanes, or pedestrian facilities that provide safe routes for travel between residences, workplaces, commercial centers, and schools.

The City has partnered with California Consulting to execute and submit all related grant application documents for the Land and Water Conservation Fund. Per the eligibility criteria of the grant, the project is a six acre and ½ mile linear greenway and will utilize

CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS TO THE LAND AND WATER CONSERVATION FUND

March 6, 2018

Page 2 of 2

5the (10) Los Angeles Department of Water and Power lots located just south of Salt Lake Park, between Florence Avenue and Santa Ana Street.

The project will include open space, drought tolerant and native plantings, recreational elements, and storm water capture features. It will also provide important recreational open space for the 15,000 people who live within ½ mile of the project site.

FISCAL IMPACT/FINANCING

There are no minimum or maximum grant amounts for this program. The anticipated request for the Huntington Park Linear Park project is \$1.3 million and will require matching funds. These funds, if granted, would supplement the remaining cost to the Huntington Park Urban Greening Project. The total cost is \$6 million, of which \$4.7 million has already been awarded to the City through another grant and can be used as matching funds. If the City is awarded the grant, it will be the responsibility of the Parks and Recreation department to submit request for reimbursements on a timely matter.

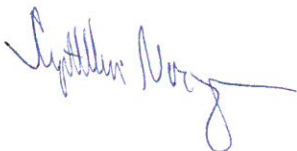
CONCLUSION

Upon City Council approval of the recommended actions, staff will proceed with partnering with California Consulting in executing and submitting all grant application documents for funding of the Huntington Park Urban Greening Project.

Respectfully submitted,



RICARDO REYES
Interim City Manager



CYNTHIA NORZAGARAY
Director of Parks and Recreation

ATTACHMENT(S)

- A. Resolution No. 2018-09, approving the application for grant funds to the Land and Water Conservation Fund for the development of Huntington Park Urban Greening Project to increase the open space, provide connectivity, and increase physical activity options for the community.

ATTACHMENT “A”

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WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing Matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

WHEREAS, the Applicant certifies by resolution the approval of the Application and the availability of eligible Matching funds prior to submission of the Application to the State; and

SECTION 1. Approves the filing of an Application for Land and Water Conservation Fund assistance for the proposed Huntington Park Greenway Project 2.0.

SECTION 2. Agrees to abide by Section 6(f)(3) of Public Law 88-578 which states “No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.”

SECTION 3. Certifies that said agency has Matching funds from eligible source(s) and can finance 100 percent of the Project, which up to half may be reimbursed; and

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SECTION 4. Appoints the (Authorized Representative Designated Position Title):

Ricardo Reyes, Interim City Manager as agent of the Applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, Applications, Contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned Project.

SECTION 6. This Resolution shall take effect upon adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 6th day of March, 2018.

Marilyn Sanabria, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

March 6, 2018

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 AND APPROVAL OF A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (PSA) WITH ALL CITY MANAGEMENT SERVICES INC. TO PROVIDE AN ADDITIONAL SITE FOR CROSSING GUARD SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve first amendment to the PSA with All City Management Services, Inc. for an expansion of existing services to provide one additional site for school crossing guard services, for an amount not to exceed \$5,460;
2. Authorize additional budget appropriation of \$5,460 to account number 111-7022-421.56-41; and
3. Authorize the Interim City Manager to execute the agreement.

BACKGROUND

On October 3, 2017, the City and All City Management Services, Inc. entered into an Agreement for providing School Crossing Guard Services. The City is interested in the addition of one additional location to be serviced by a school crossing guard at the intersection of Randolph Street and State Street in order to service San Antonio Elementary School.

The day-to-day volume of vehicles and pedestrians, which are mostly elementary school students, utilizing the intersection of Randolph Street and State Street and other streets surrounding the school, justifies the need for a school crossing guard to minimize risk of accident to students and other pedestrians crossing streets, and to increase overall pedestrian and motorist safety.

CONSIDERATION AND APPROVAL OF A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (PSA) WITH ALL CITY MANAGEMENT SERVICES INC. TO PROVIDE AN ADDITIONAL SITE FOR CROSSING GUARD SERVICES

March 6, 2018

Page 2 of 2

FISCAL IMPACT/FINANCING

Funding for the Crossing Guard Services was approved in the City's FY 17-18 Adopted Budget for \$120,000 in account number 111-7022-421.56-41. If approved by Council, staff is requesting an additional budget appropriation of \$5,460 to account number 111-7022-421.56-41. The overall value of the amended agreement shall not exceed \$125,460.

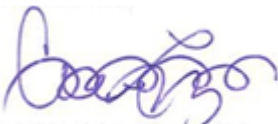
CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
Interim City Manager



COSME LOZANO
Chief of Police

ATTACHMENTS

- A. Current All City Management Services – Master Professional Services Agreement
- B. Draft First Amendment to Professional Services Agreement

ATTACHMENT “A”



PROFESSIONAL SERVICES AGREEMENT CROSSING GUARD SERVICES

THIS AGREEMENT (the "Agreement") is made as of **October 3, 2017** by and between the City of Huntington Park, a municipal corporation ("City") and All City Management Services, a California Corporation ("Contractor").

1. Contractor's Services.

Subject to the terms and conditions set forth in this Agreement Contractor shall provide to the reasonable satisfaction of the City the services set forth in the attached Exhibit "A", which is incorporated herein by this reference. As a material inducement to the City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

The City Manager and/or his designee (herein jointly referred to as the "City's Project Manager"), shall be the person to whom the Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the supervision of the City's Project Manager, that Contractor shall coordinate its services hereunder with the City's Project Manager to the extent required by the City's Project Manager, that Contractor shall keep the City's Project Manager informed on a regular basis as to the status and progress of its performance under this Agreement and that all performance required of Contractor shall be performed to the satisfaction of the City's Project Manager.

2. Term of Agreement. This Agreement will be for an initial three-year term, taking effect October, 3 2017, and continuing until October, 2, 2020, unless earlier terminated pursuant to the provisions herein. At the City's sole discretion, the City may extend for two (2) one-year extension terms subject to the same terms and conditions. The City shall be under no obligation to extend the term of any contract beyond the initial three-year term. This Agreement will be subject to annual reviews by the City.

3. Compensation. City agrees to compensate Contractor for services which Contractor performs to the satisfaction of City in compliance with the scope of services set forth in the Crossing Guard Agreement. Payment will be made only after

submission of proper invoices in the form specified by City. Total payment to Contractor pursuant to this Agreement shall not exceed **\$120,000.00** without the prior written consent of the City. The above not to exceed amount shall include all costs, including, but not limited to, all clerical, administrative, overhead, telephone, travel and all related expenses.

4. Payment.

A. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

B. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

C. City will pay Contractor the amount invoiced within thirty-five (35) days after the approval of the invoice.

D. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

5. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefore have been previously authorized in writing and approved by the City Manager or as required, by the City Council, as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time for preparation and adjustment of the fee to be paid by City to Contractor.

6. General Terms and Conditions. In the event of any inconsistency between the provisions of this Agreement and the attached Exhibit "A", the provisions of this Agreement shall control.

7. Status as Independent Contractor.

A. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

B. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal, State or other agency regarding the independent contractor status of Contractor and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Contractor, then Contractor agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and findings of an employee relationship and any appeals relating thereto.

C. Contractor shall, at Contractor's sole cost and expense fully secure and comply with all federal, state and local governmental permit or licensing requirements, including but not limited to the City of Huntington Park. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the requirements of this agreement. Additionally, the City shall have the right to offset against the amount of any fees due to Contractor under this Agreement for any amount or penalty levied against the City for Contractor's failure to comply with the requirements of this agreement.

8. Standard of Performance. Contractor shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions and represents that it and any subcontractors it may engage, possess any and all licenses which are required to perform the work contemplated by this Agreement and shall maintain all appropriate licenses during the performance of the work.

9. Indemnification. Contractor shall indemnify, defend with legal counsel reasonably acceptable to City, and hold harmless City, its officers, officials, employees and volunteers (the "Indemnitees") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder, including any and all claims under Workers' Compensation laws and other employee benefit laws by Contractor's employees or subcontractors, or by its failure to comply with any of its obligations contained in this Agreement. In the event of joint or concurrent negligence or fault of Contractor and City, however, responsibility and indemnity shall be apportioned comparatively, without waiving any defense of the parties available under California law. Should City reasonably find Contractor's legal counsel unacceptable and need to retain its own legal counsel, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other reasonable costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the Indemnitees covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Except for the Indemnitees, this Agreement shall not be construed to extend to any third party indemnification rights of any kind.

10. Insurance.

A. Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in the State of California and approved by the City the following insurance:

(1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement; property damage insurance with a minimum limit of \$500,000.00;

(2) automotive liability insurance, with minimum combined single limits coverage of \$1,000,000.00; and

(3) Worker's Compensation insurance with a minimum limit of \$1,000,000.00 or the amount required by law, whichever is greater.

B. The City, its officers, employees, attorneys, and volunteers shall be named as additional insureds on the policy(ies) as to comprehensive general liability, property damage, and automotive liability. The policy(ies) as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the City shall be excess insurance only.

C. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) day's prior written notice thereof. Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage and in the event of any of the same by the insurer to immediately notify the City.

D. All policies of insurance shall cover the obligations of Contractor pursuant to the terms of this Agreement; shall be issued by an insurance company which is authorized to do business in the State of California and shall be placed with a current A.M. Best's rating of no less than A-VII, unless otherwise approved in writing by the City.

E. Contractor shall submit to City (1) insurance certificates indicating compliance with the minimum insurance requirements above, and (2) insurance policy endorsements or a copy of the insurance policy evidencing that the additional insured requirements in this Agreement, in a form which is acceptable to the City.

F. Self-Insured Retention/Deductibles. All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by City due to the breach.

G. 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 which in any way arising out of performance of this Agreement.

H. Failure to Maintain Insurance. If Contractor fails to keep the insurance required under this Agreement in full force and effect, City may take out the necessary insurance and any premiums paid, plus 10% administrative overhead, shall be paid by

Contractor, which amounts may be deducted from any payments due Contractor. This is not intended to limit the City's ability to terminate this Agreement due to Contractor's failure to maintain the required insurance.

11. Confidentiality. Contractor in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Contractor's work includes documents or software of a proprietary nature specifically set forth in this Agreement, the City shall not, except with Contractor's prior written consent, use the same for other unrelated projects.

12. Ownership of Materials/Records Retention. Except as specifically provided in this Agreement, all materials provided by Contractor in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Contractor may, however, make and retain such copies of said documents and materials as Contractor may desire. Contractor shall keep all records and invoices created in connection with this Agreement, including complete and accurate records supporting costs incurred for a period of five years from the date of final payment under this Agreement. Upon 24 hours notices, Contractor shall permit inspection of such records during normal business hours by a City representative.

13. Conflict of Interest.

A. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

14. Termination. The City may terminate this Agreement with or without cause upon thirty (30) days' written notice to the Contractor. The effective date of termination shall be upon the date specified in the notice of termination, or, in the *event* no date is specified, upon the thirtieth (30th) day following delivery of the notice. In the event of such termination, City agrees to pay Contractor for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Contractor shall discontinue performing services except those services reasonably necessary to effectuate the termination.

Contractor may terminate this Agreement, or any program or service provided hereunder, at least ninety (90) days in *advance* of such termination. If the Contractor terminated this agreement, the Contractor shall be compensated for services satisfactorily completed and approved prior to the effective date of termination.

15. Personnel/Designated person. Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this

Agreement. All of the services required under this Agreement will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Except as provided in this Agreement, Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor's services under this Agreement, but City reserves the right in its sole discretion to require Contractor to exclude any employee from performing services on City's premises.

16. Time of Completion. Contractor agrees to commence the work provided for in this Agreement upon the effective date of this Agreement and to diligently prosecute completion of the work during its entire term.

17. Time is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work and specifically, shall provide services hereunder in strict accordance with any scheduling set forth by the City.

18. Financial Condition. Prior to entering this Agreement, Contractor has submitted documentation acceptable to the City Manager, establishing that it is financially solvent, such that it can reasonably be expected to perform the services required by this Agreement. Within thirty (30) days of the first anniversary of the effective date of this Agreement and each year thereafter throughout the term of this Agreement, Contractor shall submit such financial information as may be appropriate to establish to the satisfaction of the City Manager that Contractor remains financially solvent to perform the services required. Such financial information shall be returned to Contractor after review and not retained by the City.

19. Non-Discrimination and Equal Employment Opportunity.

A. Contractor shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

20. Assignment. Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor's obligations hereunder, without the prior written consent of City, and any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

21. Compliance with Laws. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments that in any manner affect the performance of services under this Agreement. Contractor represents that all personnel engaged under this Agreement shall be fully qualified and are authorized under federal, state and local law to perform such services and further that it has, and will maintain throughout the term of this Agreement, all licenses, permits, and qualifications necessary to provide such services. To the extent any of the services described herein are or may be funded from sources other than the City, Contractor shall comply with all applicable rules and regulations applicable to such funding.

22. 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 City of any payment to Contractor constitute or be construed as a waiver by 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 City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

23. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and Contractors.

24. Mediation. Any dispute or controversy arising under this Agreement, or in connection with any of the terms and conditions hereof, which cannot be resolved by the parties, shall be referred by the parties hereto to JAMS for mediation. A third party, neutral mediation service shall be selected, as agreed upon by the parties and the costs and expenses thereof shall be borne equally by the parties hereto. In the event the parties are unable to mutually agree upon the mediator to be selected hereunder, JAMS shall select such a neutral, third party mediator from its list of duly qualified mediators. The parties agree to utilize their good faith efforts to resolve any such dispute or controversy so submitted to mediation. It is specifically understood and agreed by the parties hereto that referral of any such dispute or controversy, and mutual good faith efforts to resolve the same thereby, shall be conditions precedent to the institution of any action or proceeding, whether at law or in equity with respect to any such dispute or controversy. This Section shall not be interpreted as imposing any limitations on the City's ability to instead forego such mediation and terminate this Agreement with or without cause.

25. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

"CONTRACTOR"

All City Management Services
10440 Pioneer Blvd., Ste. #5
Santa Fe Springs, CA 90670
Phone: (310) 202-8285
Attn: Harlan Sims

"CITY"

City of Huntington Park
6550 Miles Ave
Huntington Park, CA 90255
Phone: (323) 584-6223
Attn.: City Manager

26. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

28. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Contractor and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the City Manager or when required, by the Mayor.

IN WITNESS of this Agreement, the parties have executed this Agreement as of the date first written above.

"Contractor"

ALL CITY MANAGEMENT SERVICES

By: 
Name: Demetra Farwell
Title: Corporate Secretary

By: _____

Name: _____

Title: _____

"City"

CITY OF HUNTINGTON PARK

By: 
~~Edgar P. Cisneros~~ Ricardo Reyes
~~City Manager~~ Assistant City Manager

ATTEST:


Donna G. Schwartz, CMC, City Clerk

APPROVED AS TO FORM:

By: 
Arnold Alvarez-Glasman
City Attorney



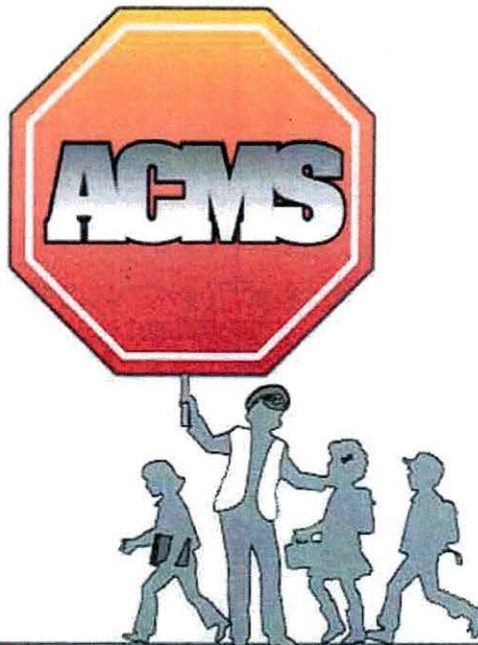
ALL CITY MANAGEMENT SERVICES

"The Crossing Guard Company"

**A Proposal for
City of Huntington Park
Crossing Guard Services RFP**

August 24, 2017

Presented by



10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, CA 90670

OFFICE PHONE: 800.540.9290 FAX: 310.202.8325

EMERGENCY DISPATCH: 877.363.2267

www.thecrossingguardcompany.com

1	Letter of Transmittal
2	Executive Summary / Pricing
3	Company Profile / Org Chart
4	Approach and Management
5	Key Personnel / Resumes
6	Staffing / Training
7	Partial Client List / References
8	Insurance Certificate
9	Forms
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ALL CITY MANAGEMENT SERVICES

August 21, 2017

City of Huntington Park Police Department
Al Martinez, Lieutenant
6542 Miles Avenue
Huntington Park, CA 90255

Dear Lt. Martinez:

On behalf of All City Management Services, Inc. (ACMS), we would like to express our sincere appreciation for the opportunity to have served the City of Huntington Park Crossing Guard Program for over 12 years.

We have received the RFP for Crossing Guard Services. We have reviewed the RFP terms and conditions; ACMS agrees to the terms and conditions set forth with the exception of Indemnification language. We would request further discussion of Item 9 of Attachment 1, if awarded. The terms of our response shall be valid for a period of 120 days.

Our goal is simple; to continue to provide the City of Huntington Park with a model crossing guard program that relieves the Police Department of the day to day responsibilities of managing a Crossing Guard program. As your service provider, we have assumed complete responsibility for the day to day operation of the Crossing Guard program. This includes recruitment, background clearance, hiring, training, equipment, payroll, supervision and management of the program.

We understand the unique and demanding scheduling requirements of the program. We will continue to maintain local supervision and second level management to ensure the needs of Huntington Park are met. We provide alternate guards, a paging system and a 24 hour 800 number to ensure adequate response and immediate back-up for any Crossing Guard absent from duty for any reason. We will continue to communicate with each school to ensure proper scheduling.

We have become the nation's largest provider of private crossing guards as a result of our singular focus to this industry as well development of benchmark training. This includes our "**Employee Handbook for School Crossing Guards**" which details our Job Requirements, the initial and ongoing Training we provide, including our Site Evaluations, our Rules of Conduct, Crossing Guard of the Year recognition, Years of Service recognition and the Certification Requirements for all Crossing Guards.

We are certainly excited and hopeful about continuing to provide Crossing Guard services for the Huntington Park community. If you have any questions, please feel free to contact me at 800 540-9290.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Harlan Sims', with a stylized flourish extending to the right.

Harlan Sims

Director of Marketing

harlan@thecrossingguardcompany.com

Executive Summary

All City Management Services, Inc. (ACMS) Serving over 200 cities, counties and school districts, we have successfully privatized and exclusively provided Crossing Guard services for over 31 years. ACMS currently employs over 4,000 Crossing Guards who are supported and managed by locally assigned Area Supervisors and second level management. We have experience managing small programs, mid size programs and large programs in excess of 100 crossing guards.

While the size of our Company reflects our broad-based knowledge and success in the industry, we understand that each agency, school district and community we serve comes with their own set of specific requirements and challenges.

Our ability to continue to operate and manage the City of Huntington Park Crossing Guard program is supported by our success with your current program and neighboring programs as well as similar programs within Los Angeles County, Orange County and throughout the State of California. Examples of the many clients we serve include; County of Los Angeles Office of Education, Lynwood, El Segundo, Downey, Pasadena, Manhattan Beach, Rancho Palos Verdes, Whittier, Covina, West Covina, Bell Gardens, Norwalk, Paramount, Rosemead, South Gate, Glendale, Glendora, Rolling Hills, Compton, Beverly Hills and many others.

ACMS performance standards and training procedures have been integrated into the model for the California **Safe Routes to School** Crossing Guard Training Guidelines.

Another defining component that distinguishes ACMS as the industry leader is our focus on exclusively providing School Crossing Guard services. We are not a security guard company with a few clients based upon a low cost offering. Our singular area of service; "School Children Safety" enables all of our resources to be devoted to the development and delivery of programs that provide exceptionally high safety standards and client satisfaction.

It should be noted that ACMS has never lost a client agency due to the level of service provided.



ALL CITY MANAGEMENT SERVICES

Proposed Hourly Rate

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of Huntington Park** Crossing Guard Program.

Proposed Hourly Rate: Sixteen dollars and Eighty-five cents (**\$16.85**) per hour, per guard. This pricing is based upon 9 crossing guards compensated an average of 4.2 hours (per the current schedule), per day for 180 school days annually. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 6,795 hours annually we project a **Not to Exceed price of \$112,118** for contract year 2017 -18.

Due primarily to the scheduled increases in State of California minimum wage, pricing will increase as follows:

Contract year 2018-19: **\$18.76** per hour, per guard. Not to Exceed: **\$127,475**

Contract year 2019-20: **\$20.41** per hour, per guard. Not to Exceed: **\$138,686**

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **Huntington Park** would only be billed for Crossing Guard services rendered on designated "school days" unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

ACMS Contact Information

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670

Phone numbers: 310.202.8284 or 800.540.9290

Fax number: 310.202.8325

Website address: www.thecrossingguardcompany.com

24 Hour Emergency Dispatch: 877.363.2267

General Manager: Baron Farwell

Vice President of Operations: Patricia Pohl: pat@thecrossingguardcompany.com

Director of Marketing: Harlan Sims: harlan@thecrossingguardcompany.com



ALL CITY MANAGEMENT SERVICES

COMPANY PROFILE

All City Management Services, Inc. (ACMS), is a California based Corporation founded in 1985. We are the largest provider of School Crossing Guard services, managing both large and small Crossing Guard Programs. We currently employ over 4,000 School Crossing Guards dedicated to safety, serving cities, towns, communities, schools and school districts nationwide. We employ over 2,500 Crossing Guards in California alone. Fiscal Year 2016 annual revenue was in excess of \$35,000,000.

One defining issue that distinguishes **ACMS** is that we are the only company that *exclusively* provides School Crossing Guard Services. It is our commitment to limiting the scope and focus of the company to School Safety that has helped us emerge as "*The Crossing Guard Company*". We have successfully privatized the Crossing Guard programs for over 200 agencies. Ultimately our clients become the beneficiaries of our single-minded approach toward this industry.

The heart of our business is in assuming responsibility for the task and challenges of conducting a successful Crossing Guard Program. Toward that end, in our typical contractual arrangement we assume responsibility for; recruitment, local hiring, background clearance compliant with Department of Justice standards, initial and ongoing training, payroll and administrative support functions, coordination of assigning qualified substitutes during absences, local supervision, complaint investigation and resolution, communicating with schools and site safety inspections.

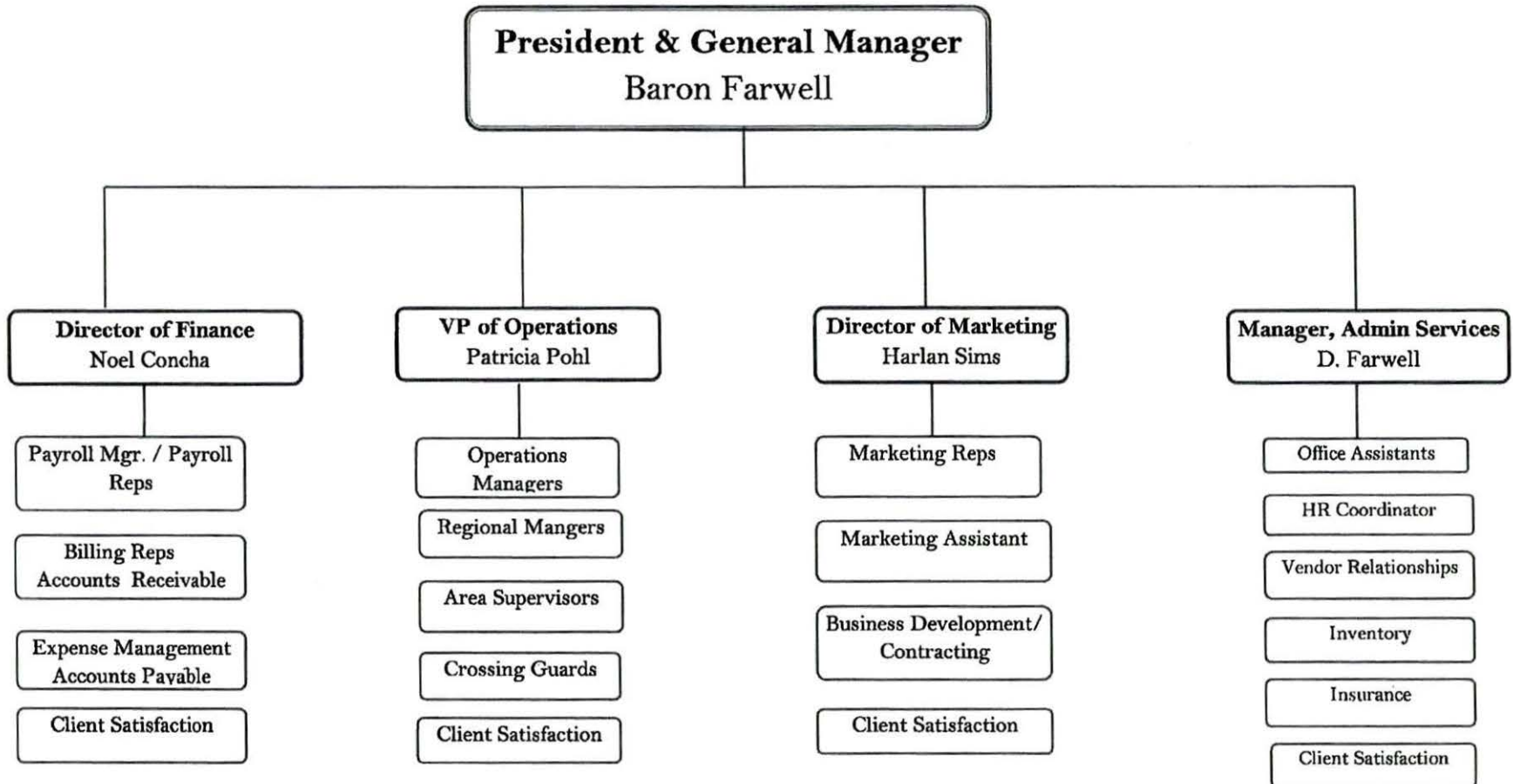
One of the benefits we bring to any agency is our expertise in overseeing a seamless transition from public to private management of the program. The continuity of the Crossing Guards' employment is a key component of a seamless transition. We value the experiences and understanding of the Crossing Guards currently working in each program we manage. Much of our success with individual programs is a result of the experience and knowledge these Crossing Guards bring to our management.

With over 30 years of experience, **ACMS** leads the Crossing Guard Industry in the development of Crossing Guard standards for training, supervision and safety.

Each program we have taken on has brought a unique set of issues and challenges. The heart of our success has been our ability to articulate these challenges and experiences into our training, policies and procedures to benefit all Crossing Guards in all the cities, towns and communities we service.



ALL CITY MANAGEMENT SERVICES



Approach and Management Plan

ACMS employs a Team Concept of management which results in efficient field operations as well as providing a multifaceted response to potential problems. The Vice President of Operations and Regional Manager work together (with continued input from the **City of Huntington Park**) to establish specific program objectives and expectations. These Senior Managers then work directly with your Area Supervisor to implement the management plan.

The Regional Manager along with your local Area Supervisor has responsibility for the direct management of the Crossing Guards and together they will continue to ensure Huntington Park operational expectations are met. Standards and expectations are communicated to Crossing Guards personally by their local supervisor so as to allow the employee a better understanding of the decision-making process. This helps reduce confrontational attitudes by establishing and enhancing the common goal of providing for the safety of school children.

Our project schedule is simply a continuation of the program we have had in place for years with new school year start up to include hiring needs meet, training delivery and scheduling, observation and monitoring, ongoing communication with the schools, guard counseling and reporting to the City.

It is important to note that the Regional Manager has, at their direction, a group of individuals who work independently to provide quality control of field operations. These individuals are trained and deployed to make unannounced observations of Crossing Guards at work and report on their compliance with established Huntington Park and ACMS policies and procedures. Assurance that operational standards are being met is accomplished with this regular independent cross-checking of field operations.

Crossing Guard performance and compliance with safety standards will continue to be accomplished through regular site visits by the local Area Supervisor and Regional Manager. In addition to verbal training and counseling, these managers are supported by the use Field Training Check Lists, Field Training Cards, Site Performance Evaluations, independent Field Observations and a professionally produced Crossing Guard Safety DVD. Reports of satisfactory completion of all levels of training and ongoing safety reviews will be summarized and available to the Huntington Park representative. ACMS has developed performance standards and training procedures that have been solicited by **California Safe Routes to School** personnel.

Background checks and fingerprinting will be completed on all potential employees as allowed by California state law. Successful completion of the background check, drug and alcohol screening and Social Security verification via E-Verify is required prior to the employee being hired.

After pre hire screening ACMS may conduct random field testing for drugs and or alcohol when use is suspected or at the discretion of management.

ACMS has a strict policy on Drug and Alcohol abuse. This policy is included in our Employee Manual.

Internal minimum passing standards along with Huntington Park established standards would prevent any person from working as a Crossing Guard for the program who has been convicted of any felony, a crime of moral turpitude or a crime against children, including, but not limited to:

- Conduct in violation of California Penal Code or which requires registration under California Penal Code
- Conduct which requires registration under California Health and Safety Code;
- Any offense involving the use of force or violence upon another person;
- Any offense involving theft, fraud, dishonesty or deceit;
- Any offense involving the manufacture, sales, possession or use of a controlled substance
- Conspiracy or attempt to commit any of the aforementioned offenses.

Summary reports of background clearance on employees within the Huntington Park Crossing Guard program will be regularly available to the City.

ACMS will investigate all public complaints concerning crossing guard services. All incidents shall be reported to the Police Department within two (2) hours. ACMS shall furnish a written report within five (5) work days after the date of the incident.

Communications with individual school sites is facilitated by the Area Supervisor. Personal visits are made regularly (minimum quarterly) to each school site in an effort to develop relationships with staff and establish a collaborative environment for information exchange. Calendars and bell schedules are obtained for each school both at the beginning of the school year and periodically throughout the year. Key school personnel are supplied with appropriate contact information (business cards) and reminded to inform ACMS of any changes. Additionally, schools are provided with large magnets which can be easily displayed making contact information effectively available to all staff. The email address of the Office Manager is also obtained which enables ACMS administrative support staff to regularly contact each school and proactively solicit information regarding potential schedule changes.

The establishment of accurate and responsive shift times is critical to the effectiveness of Crossing Guard services. Sites further from the school would be expected to start earlier in the morning and finish later in the afternoon. These staggered shifts effectively address the time it takes for students to walk from a remote location to the school site (or vice versa in the afternoon) and optimize the protected periods. Additionally, locations are continually monitored for actual pedestrian traffic patterns enabling a better understanding of site needs and any potential deviation from established guidelines.

ACMS management will meet with City of Huntington Park representatives for periodic reviews as requested to ensure operational effectiveness.



ALL CITY MANAGEMENT SERVICES

City of Huntington Park



Vice President of Operations
Patricia Pohl
310 877 7045 cell



Regional Manager
Michele Busch
949 648 4514 cell



Area Field Supervisor
Margie Anchondo
562 879 7615 cell



Crossing Guards / Alternates

City of Huntington Park Key Field Management Personnel

The most significant resource ACMS brings to the City of Huntington Park Crossing Guard program is the depth and scope of **management** provided by the years of experience brought by our operational management team. Our managers benefit from a "Team Concept" which allows geographic regions to work cooperatively to best meet the variable demands of all programs. This team consists of Area Supervisors, Regional Managers, Vice President of Operations and a General Manager. The following is a brief synopsis of the respective duties of each.

Area Supervisor (Margie Anchondo): Margie has over twenty years supervisory experience with ACMS and will continue to handle all aspects of the day-to-day management of your current nine (9) Crossing Guards and substitute guard pool. With support from their Regional Manager, Supervisors typically recruit, hire, train and provide personnel management for all the sites they oversee. Area Supervisors are responsible for ensuring each employee receives the proper number of Site Performance Evaluations and completes the Certification mandates. All Area Supervisors report directly to a Regional Manager.

Regional Manager (Michele Busch): Michele has over nine years of experience in the crossing guard industry. She will assist in the development and implementation of Training and Safety Certification. Michele will be the primary interface with the City of Huntington Park representative. She will also oversee and assist the Area Supervisor in staffing, conducting Site Performance Evaluations and Training.

Vice President of Operations (Pat Pohl): Pat has over twenty-two years of experience in this industry working for ACMS. She is responsible for the development and implementation of operational standards, training programs, safety instruction and compliance with all legal requirements and restrictions. Works directly with the Operations/Regional Managers to ensure all standards are being met. Responsible for the initial training and orientation for all new client programs. Reports directly to the General Manager.

General Manager (Baron Farwell): Baron has over twenty-four years industry experience. He is responsible for overall contract compliance company wide. The GM works with the Vice President of Operations on the development of training programs and implementation of safety standards. He coordinates the flow of information between Operations and Administrative Services staff.

PATRICIA J. POHL

21896 Red River Drive, Lake Forest, CA 92630 • 310.877.7045

WORK HISTORY

2010 to present All City Management Services, Inc.
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, California 90670

Director of Operations: Responsible for directing the efforts of four Operations Managers, five Regional Managers and 76 Area Supervisors in the successful implementation of all Company policies. Full responsibility for development and implementation of procedures as well as ensuring employee compliance with all aspects of field operations related to their performance and achievement of safety standards.

1998 to 2010 All City Management Services, Inc.
1749 South La Cienega Blvd.
Los Angeles, California 90670

Operations Manager / Safety Director: Accountable for management of field operations Company-wide. Responsible for development, implementation and compliance for all training programs as well as the Safety Certification standards for all Crossing Guards.

1994 to 1998 All City Management Services, Inc.
1749 South La Cienega Blvd.
Los Angeles, California

Area Supervisor: Responsible for hiring, training, coordinating and scheduling 45 school crossing guards. Served as company liaison to city governments, school districts and community.

1967 to 1994 Various Management, Sales and Administrative Positions

Restaurant Manager, Advertising Sales Account Representative, Executive Assistant, Office Manager: Employment history of repeated promotion to positions of leadership and management based on work ethic and commitment to the success of employer.

PROFESSIONAL DEVELOPMENT

Currently serving on:

California Crossing Guard Training Expert Review Panel

Safe Routes to School Technical Assistance Resource Center (SRTS TARC), a project of California Active Communities within the California Department of Public Health (CDPH)

In partnership with the California Department of Transportation, SRTS TARC is currently developing a statewide school crossing guard training curriculum in an effort to develop standardized training materials to provide consistency in the operation of local school crossing guard programs throughout the state. I am the only member from the private sector invited to participate in this important project. Other panel members represent such entities as California Safe Routes to School, California Department of Public Health, California Highway Patrol, and local Police Departments.

Currently retained as:

Consultant to Safe Routes to School Technical Assistance Resource Center (SRTS TARC)

Hired to serve as topic expert and editor for all materials contained in the "California School Crossing Guard Training Guidelines" currently under development.

Patricia Pohl

Professional Development (continued)

February 2012

Retained as expert witness for the law firm of McCormick and Mitchell, San Diego, California

Riverside County Superior Court

Hernandez v. City of Indio

January 2001 and October 2012

Florida School Crossing Guard Trainer Certification

Florida Department of Transportation

Deland, Florida

Successfully completed two-day (two-day (16 hour) course of study under the direction of the Florida Department of Transportation. Received Certified Trainer status in their nationally recognized program focused on safety training for School Crossing Guards.

Successful completion of:

Training the Trainer Program

Fred Pryor, Inc.

Oak Park, Illinois

Successfully completed two-day (12 hour) seminar directed at building an effective approach to training individuals who are then responsible for conducting employee training sessions.

How to Design a Training Program (So That Anyone Can Present it Successfully)

Padgett Thompson, Anaheim, California

Successfully completed one-day seminar focusing on strategies for developing a successful training program. Included independent study in Turning Training into Learning (How to Design and Deliver Programs that Get Results) Furjanic and Trotman

The Conference on OSHA Compliance

Pasadena, California

Seminar format designed to assist employers in bringing greater safety to the workplace.

1998 - Cooperative research effort with:

Dr. Sheila Sarkar, Director

California Institute of Transportation Safety (CITS)

Dept. of Civil and Environmental Engineering

San Diego State University, San Diego, California

Based on industry knowledge and reputation, I was invited to participate in the development and distribution of a research project studying crossing guard safety issues.

Ongoing participation in:

PEDNET mail-list dedicated to issues of pedestrian safety. Contributors include professional consultants, researchers, government pedestrian coordinators, pedestrian rights activists, walking advocates, elected officials, writers, disability experts, road engineers, planners, and general-interest individuals representing over 15 countries worldwide.

Michele Busch

23 Greenbough
Irvine, CA 92614

T (949) 922-5364

michele.busch@cox.net

EXPERIENCE

Regional Manager, All City Management Services; Santa Fe Springs, CA — 2012-present

Management of 8 area supervisors and 350 crossing guards in Southern California. Maintain communication with area supervisors; provide feedback, support, guidance and training. Investigate complaints; enforce safety and disciplinary measures. Serve as a liaison to school and city officials and operations management. Assist in the development of new company procedures.

Area Supervisor, All City Management Services; Santa Fe Springs, CA — 2009-2012

Managed the crossing guard program for the Newport-Mesa school district. Responsible for the recruiting, hiring, training and supervision of 36 crossing guards. Conducted regular field safety training and maintained a program of high standards. Handled scheduling and payroll; served as a liaison to school officials, city officials and operations management.

Owner, Bella Michele Jewelry; Irvine, CA — 2005-2012

Responsible for product development, analysis and marketing. Handled purchasing, bookkeeping, organization of inventory as well as training and management of 4 employees. Created and maintained a large website and online database. Sought out advertising using social media.

Executive Director, Cancer Camp Connections; Irvine, CA — 1998-2007

Created a national database of summer camp programs for children with life threatening diseases. Developed from the ground up a 501(c)3 charity; provided leadership in fulfillment of the mission, vision and goals of the organization. Implemented policies and decisions of the Board of Directors. Secured funds and managed budget; sought grant opportunities. Supported and sustained growth; served as spokesperson; conducted program planning and development.

EDUCATION

Gunderson High School, San Jose, CA - 1984

University of Colorado, Boulder; Bachelor of Arts, Social Work - 1989

SKILLS

Strong communication skills. Ability to adapt to difficult and stressful situations. Detail oriented. Capable problem solver. Excellent organizational and leadership skills.

Margie Anchondo

11611 Gurley Ave. Downey, CA 90241

Cell: (562) 879-7615

margie@thecrossingguardcompany.com

Experience:

1985-present

All City Management Services, Inc.

Santa Fe Springs, CA

Responsibilities:

District Supervisor

- Under the direction of the Operations Manager, supervises School Crossing Guards in one or more cities.
- Must be familiar with all Company policies and procedures as outlined in *Employee Handbook for School Crossing Guards* and *Instruction Manual for Area Supervisors*.
- Recruit, hire, train and coordinate the assignment of personnel.
- Conduct proper orientation, training, field instruction and ongoing safety review of employees.
- Complete and submit required administrative paperwork (including payroll documents) in a timely manner.
- When requested, act as liaison with school and city officials for coordination of School Crossing Guard program.

References available upon request

Recruitment and Staffing

ACMS Managers will continue to assess Huntington Park **staffing** needs on an ongoing basis. We would then focus further recruitment efforts in the geographical areas where additional Crossing Guards will be needed.

We have developed a comprehensive plan for **recruitment** of new Crossing Guards. As a part of our Staffing strategy we encourage a very aggressive recruitment program. We utilize soft advertising, local media advertising, targeted flyers, on-site solicitation, school flyers and employee referral bonuses as parts of our overall recruitment strategy. We often work closely with school districts in some of our recruitment drives.

Our ability to effectively staff a Crossing Guard Program remains a fundamental benefit that ACMS brings to most Crossing Guard Programs. Staffing sites is one of the primary responsibilities of the Area Supervisors. They are trained to continuously recruit and train prospective Crossing Guards. New recruits are first processed and submitted to the Department of Justice for background clearance.

Supervisors are also responsible for coordinating the staffing for all sites under their supervision. As part of our staffing strategy Area Supervisors aggressively enforce the following policies and procedures for Crossing Guards.

- ◆ Supervisors must maintain an adequate alternate or substitute guard roster. We encourage at least a 5 to 1 ratio of sites versus alternate guards
- ◆ We require any guard not reporting for duty to notify the Area Supervisor as early as possible utilizing our 24/7 Guard Hotline or directly notifying their Area Supervisor. Notifications less than 1 hour prior to shift starts are considered unexcused absences.
- ◆ Our employee policy is "No call, No show, No Job" Throughout our training we emphasize the importance of insuring the safety of children by our presence. As such, we cannot allow the children's safety to be compromised by failing to call or show for duty.

Supervisor Teams – Huntington Park continues to benefit from the numerous neighboring programs we operate and manage. Area Supervisors are grouped together by their geographic location. These Teams meet every quarter and team members are encouraged to work together. This cooperative effort allows them to share alternate guards with each other. This has resulted in alternates guards getting more hours as they are "shared" with other Supervisors. Consequently, we are able to retain a more stable group of alternate guards.

Training

Effective initial and ongoing training is essential in a profession dedicated to the safety of children. With over 30 years of experience and a commitment to working cooperatively with other public safety professionals, ACMS is recognized as an industry leader in the development and implementation of School Crossing Guard training and standards of excellence.

The process begins during the first contact with a potential employee when our phone interview process outlines job expectations and our zero tolerance policy for failure to report for a scheduled shift. Throughout the application process prospective employees are reminded about the critical nature of our assignments and the work ethic and integrity required of our employees.

Once hired, the training process starts in the classroom where employees review sections of the **"Employee Handbook for School Crossing Guards"** and are shown the professionally produced training DVD, "Crossing Guard Safety". The process then moves to a field practicum where the trainer demonstrates proper procedures and allows the employee to practice correct techniques. The employee's progress is closely noted on the detailed steps outlined on the **Field Training Check List** to ensure the employees' field competence. This cross-modality approach not only exposes the employee to the necessary training components but also addresses the needs of the visual, auditory and kinesthetic learner. While the classroom setting is expected to require approximately two to three hours and the field training approximately two to four hours, it's important to note that the low ratio of students to trainer allows for accurate assessments of the employees readiness to move forward.

The new employee is typically assigned to alternate work and closely supervised during their early assignments. They benefit from their trainer completing of a written assessment of their work which better allows them to understand their strengths and weakness and make improvements where necessary; the **Site Performance Evaluation**. Additionally, all new employees are required to carry and regularly refer to the **Field Training Cards**. This pocket-sized card (listing all steps for a safe cross) allows the employee to self-evaluate their performance prior to the time they have all steps of the procedures memorized.

Throughout their employment, employees are given refresher training annually. They are subjected to the same Site Performance Evaluation as an ongoing training and assessment tool. These evaluations happen in both side-by-side sessions as well as unannounced observations without the knowledge of the employee.

The standard issue equipment and clothing includes:

- ANSI II compliant high-visibility retro-reflective vest marked with the required insignia of a Crossing Guard
- MUTCD compliant 18" STOP/STOP paddle
- Picture Identification Card with emergency contact information
- Company-issued cap or visor with corporate logo
- Whistle for emergency alert to vehicles and pedestrians
- High-visibility ANSI II compliant wind-breaker jacket and or rain coat



SOUTHERN CALIFORNIA PARTIAL CLIENT LIST

Riverside

Fontana

Los Angeles County

Manhattan Beach

Ontario

Lynwood

Montclair

Pasadena

Cypress

Santa Ana

San Bernardino

Whittier

West Covina

Glendora

Chino Valley

Upland

El Monte

Fullerton

Beverly Hills

Covina

Bell Gardens

Bellflower

Downey

Glendale

El Segundo

Buena Park

Huntington Beach

ACMS References for Crossing Guard Services

City of Compton, CA

205 S. Willowbrook
Compton, CA 90220
310 639 4321 Ext. 55124
William W. Wu, Chief of School Police
Email: www@compton.k12.ca.us

City of Covina, CA

444 North Citrus Avenue
Covina, CA 91723
626 858 4429
John Curley, Chief of Police
Email: jcurley@covina.ca.gov

City of Downey, CA

10911 South Brookshire Avenue
Downey, CA 90241
562 904 2341
Jamie Pelayo, Sergeant
Email: jpelayo@downeyca.org

City of Lynwood, CA

11330 Bullis Road
Lynwood, CA 90262
310 603 0220 Ext. 266
Deborah L. Jackson, Administrator
Email: djackson@lynwood.ca.us

City of Rosemead, CA

8838 E. Valley Blvd.
Rosemead, CA 91770
626 569 2106
Bill Manis, City Manager
Email: bmanis@cityofrosemead.org

We have also included for reference the attached City of Fremont Staff Report.

Following several years of service from ACMS, the City of Fremont choose to go to another vendor in the 2014-15 school year due to a lower cost proposal from another vendor (a Security Guard company) that offers some crossing guard services.

We cannot think of a stronger recommendation than a City that has returned to ACMS after poor service from that Security Guard company.



Fremont City Council

3300 Capitol Avenue
Fremont, CA 94538

SCHEDULED

Meeting: 07/11/17 07:00 PM
Div/Dept: Police Department
Category: Agreements and Contracts

STAFF REPORT (ID # 3102)

Sponsors:
DOC ID: 3102

SCHOOL CROSSING GUARD SERVICES - Authorize the City Manager, or His Designee, to Execute an Agreement with All City Management Services, Inc. for School Crossing Guard Services in an Amount Not-to-Exceed \$771,000 over three years.

Contact Persons:

Name: Mark Dang
Title: Police Sergeant
Div/Dept: Police Department
Phone: 510-790-6761
E-Mail: mdang@fremont.gov

Deirdre Rockefeller-Ramsey
Business Manager
Police Department
510-790-6991
dramsey@fremont.gov

Executive Summary: The purpose of this report is to recommend that the Council enter into a one year contract with All City Management Services, Inc. for adult crossing guard services, with options for two additional one year extensions.

BACKGROUND: The City of Fremont's Adult Crossing Guard Program was outsourced to All City Management Services ("ACMS") in 2001 in order to reduce the amount of police staff time required to manage and supervise the crossing guard program. From 2001 to June 2014, ACMS provided services for the community by safely crossing school-aged children walking to and from specified elementary schools. Services provided by ACMS included the recruiting and hiring of crossing guards, training, processing payroll, providing crossing guard coverage, daily supervision of the crossing guards, and overall management of the program. The Police Department oversaw ACMS's activities to ensure that the program ran smoothly.

In 2014, the City went out to bid for crossing guard services for the 2014/2015 school year and the award went to the lowest bidder, American Guard Services (AGS). The Service Agreement provided for a one year term, with two optional one year extensions. The City has had several issues with AGS' services during the three years, more particularly in the last school year. Staffing during the first few months of the 2014/2015 school year had periodic unexpected vacancies, which were resolved by the second half of the school year. AGS overbilled the City during the months of August and September 2014. The City discovered the billing error, which was refunded by AGS. AGS' service was adequate during the 2015/2016 school year.

During the 2016/2017 school year, crossing guard positions near Cabrillo Elementary School, Forest Park Elementary School and Leitch Elementary School became vacant. On April 3, 2017, a school aged pedestrian was hit by a vehicle and suffered a severe injury at the vacant crossing near Cabrillo Elementary School. The crossing guard position at this location near Cabrillo Elementary School was restored after the collision. AGS was never able to again staff the locations near Forest Park Elementary School and Leitch Elementary School during the 2016/2017 school year. In addition, the City discovered another billing error in AGS' invoices in the spring of 2017, dating back to the beginning of the 2016/2017 school year. AGS had under-billed the City as a result of a discrepancy between actual hours

worked by guards as reported by the field supervisor and hours reported to the City by AGS office staff.

DISCUSSION/ANALYSIS:

2017 Traffic Survey

In the second quarter of 2017, staff conducted traffic surveys at known school pedestrian crossings in the City of Fremont to provide a one hour peak vehicle, bicycle, and pedestrian movement counts. The survey was completed in June 2017 and the counts were analyzed by staff to determine which intersections needed crossing guards. Pursuant to the criteria of the California 2014 Manual on Uniform Traffic Control Devices (MUTCD), three additional intersections require crossings guards, increasing the total number of crossing guard staffed locations from 19 to 22.

Request for Proposal

In May 2017, a Request for Proposal was issued for adult crossing guard services (RFP#18-005), requesting a consultant to recruit, select, and employ crossing guards, provide program management, and provide field supervision. Three vendors responded with proposals to provide the required services: American Guard Services, All City Management Services, and BRM Investments.

American Guard Services listed three California municipalities where they currently perform crossing guard services. Two of the three references for American Guard Services responded to an inquiry. One municipality reported adequate service with the exception of a history of billing errors. The second municipality reported consistent billing errors, unanticipated vacancies, and substandard crossing guard performance. The administrator for the latter municipality spent the majority of their staff time managing the crossing guard operations due to difficulties with AGS performance issues.

All Cities Management Services listed six California municipalities where they are currently performing crossing guard services. Three references responded to inquiries and reported good service, reliability, and responsive oversight of their programs. Staff contacted four additional municipalities that currently contract with ACMS, all reported satisfaction with ACMS and recommended their services.

BRM Investments listed four references for which BRM provided vehicle towing, impound, storage, emergency service; and one reference for which BRM provided logistical and transport management and services. BRM did not list any references for providing crossing guard services. Staff contacted BRM and confirmed that company has no experience with providing crossing guard services. As a result, staff did not conduct any further research of BRM.

After careful consideration, staff concluded that All City Management Services, Inc. is the preferred vendor. The City has previous history of good service from ACMS, the company has the highest qualifications for crossing guard services, and references provided feedback of satisfactory service. The City has experience poor staffing and billing inaccuracy with AGS in the recent school year. AGS also received poor feedback in billing and crossing guard performance from references. BRM Investments has no experience of providing crossing guard services, and their bid came in at the highest amount.

Hourly rates and first year annual costs were submitted by the potential vendors in response to an initial request for 19 crossing guard posts. Following receipt of the bids, results of a survey of school crossings identified three (3) additional locations that warranted a crossing guard, increasing the total number of post from 19 to 22. Vendors were asked to resubmit first year annual costs with staffing for 22 posts. ACMS responded to the request with a lower hourly rate based on 22 posts. AGS and BRM Investments did not provide revised costs for 22 posts.

Contractor	Hourly Rate	Annual Cost – 19 Posts	Annual Cost – 22 Posts
American Guard Services	\$16.39	\$168,161	\$194,713 (projected)
All City Management Services	\$20.85/\$20.73	\$219,238	\$246,273
BRM Investments	\$30.20	\$332,200	\$384,653 (projected)

FISCAL IMPACT: The annual costs for crossing guard services at 22 locations in the City is \$246,273 (11,880 hours X \$20.73). The total number of hours is based on staffing a guard at 22 locations, on 180 school days, at 3 hours per location per day. The first year cost of the contract was included in the FY 2017/18 Police Department adopted operating budget. However, the FUSD Superintendent is recommending to the School Board that FUSD and the City equally share the budget increase due to the additional cost of the approved vendor and the cost of adding three posts. Funding from FUSD is pending School Board approval. Staff recommends the City accept funding from FUSD if approved by the School Board. The cost of the second and third year optional extensions will be included in the Police Department operating budget.

ENVIRONMENTAL REVIEW: The proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3) in that it is not a project which has the potential for causing a significant effect on the environment.

ATTACHMENTS: None.

RECOMMENDATION: Authorize the City Manager, or his designee, to execute a contract with All City Management Services, Inc. for adult crossing guard services in an amount not to exceed \$246,400 for the 2017/2018 school year, \$255,900 for the 2018/2019 school year and \$268,700 for the 2019/2020 school year and to accept any funding provided by FUSD.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/5/2017

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

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

PRODUCER Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg IL 60173-	CONTACT NAME: Chris Dalstrom PHONE (A/C, No, Ext): (847) 463-7218 FAX (A/C, No): (847) 440-9126 E-MAIL: Address:cdalstrom@assuranceagency.com
INSURED Personnel Staffing Group, LLC dba KBS Staffing 1751 Lake Cook Road, Suite 600 Deerfield IL 60015	INSURER(S) AFFORDING COVERAGE INSURER A: Protective Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1556248850

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	RW008962 WD001482	1/1/2017 1/1/2017	1/1/2018 1/1/2018	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Proof of Insurance

RE: Employees assigned by All City Management Services dba The Crossing Guard Company 10440 Pioneer Blvd Suite 5, Santa Fe Springs CA 90670

See Attached...

CERTIFICATE HOLDER**CANCELLATION**City of Huntington Park
6542 Miles Avenue
Huntington Park CA 90255

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel A. Garza

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AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Assurance Agency, Ltd.		NAMED INSURED Personnel Staffing Group, LLC dba KBS Staffing 1751 Lake Cook Road, Suite 600 Deerfield IL 60015
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

A Waiver of Subrogation applies to the Worker's Compensation policy in favor of the following entities, when required by written contract and where allowed by law: City of Huntington Park



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2017

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

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

PRODUCER Knight Insurance Services 535 North Brand Boulevard Suite 1000 Glendale CA 91203	CONTACT NAME: Nysa Gallegos PHONE (A/C No. Ext): (818) 662-4200 FAX (A/C No.): (818) 662-9312 E-MAIL ADDRESS: NysaG@KnightIns.net
INSURED All City Management Services Inc 10440 Pioneer Blvd # 5 Santa Fe Springs CA 90670	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Surplus Insurance Company NAIC # 10725 INSURER B: Depositors Insurance Company 42587 INSURER C: Houston Casualty Company 42374 INSURER D: The Burlington Insurance Company 23620 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 17/18 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	100020084302	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	ACP7855954504	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		1st Layer (Primary) HL7XC5074400	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Not Applicable			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability \$0 Retention		2nd Layer (Secondary) BFF0004884	5/1/2017	5/1/2018	Each Occurrence In Excess of \$5,000,000 Occ \$3M Primary Limit \$5,000,000 Agg

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

Certificate Holder Completed to read; The City of Huntington Park, its officers, agents and employees. As respects General Liability and required by written contract; Certificate Holder is named as additional insured. Insurance is Primary & Non-Contributory. Waiver of Subrogation applicable.

CERTIFICATE HOLDER

CANCELLATION

City of Huntington Park
6542 Miles Avenue
Huntington Park, CA 90255

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Manny Mashhoud/NYSGAL

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ATTACHMENT 2

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE,
HUNTINGTON PARK, CALIFORNIA 90255
**CIVIL LITIGATION HISTORY/
CIVIL LITIGATION CERTIFICATION**
(CROSSING GUARD SERVICES - RFP)

Proposer shall provide either the certification requested below or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well. For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Proposer has no civil litigation history to report as described above, complete the following:

I, _____, am the _____
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of _____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a Proposal to the City of Huntington Park for Police Towing and Storage Proposer Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

ATTACHMENT 2

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: Perez v. City of Anaheim, et al.

Court case identification number: 30 -2015 - 0087504 - CU - PO - CJC

(2) Jurisdiction in which case was filed: County of Orange

(3) Outcome of the case: Settled

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

ATTACHMENT 2

(3) Outcome of the case: _____

DECLARATION

I, Harlan Sims, the Director of Marketing
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of All City Management Services, Inc. (hereinafter, "Proposer")
(Print Name of Proposing Entity)

declare under penalty of perjury that the above information is true and correct.

Executed this 22nd day of Aug. 2017 at Santa Fe Springs, CA
(month and year) (city and state)

by 
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

ATTACHMENT 3

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE,
HUNTINGTON PARK, CALIFORNIA 90255

CRIMINAL CONVICTIONS CERTIFICATION (CROSSING GUARD SERVICES RFP)

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.

For the five (5) years preceding the date this Bid/Proposal is due, identify on the following page any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Criminal Convictions Information:" (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed, and (7) any exculpatory information of which the City should be aware.

CRIMINAL CONVICTIONS CERTIFICATION

If the Bidder/Proposer has no criminal convictions to report as described above, complete the following:

I, Harlan Sims, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor Baron Farwell, President nor Demetra Farwell, Corporate Secretary

(name of responsible managing person licensed by the Contractors' State License Board)

has been convicted of a criminal violation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 22nd day of Aug. 2017 at Santa Fe Springs, CA
(month and year) (city and state)

by 
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

ATTACHMENT 3

CRIMINAL CONVICTIONS INFORMATION

- (1) Date of conviction: None
- (2) Name of case: _____
Court case identification number: _____
- (3) Identity of the law violated: _____

- (4) Identity of the prosecuting agency: _____

- (5) Contract or project involved: _____

- (6) Punishment imposed: _____

- (7) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

Executed this 22nd day of Aug. 2017 at Santa Fe Springs, CA
(month and year) (city and state)

by [Signature]
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

ATTACHMENT 4

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE
HUNTINGTON PARK, CALIFORNIA 90255

DISCLOSURE OF CONTACTS WITH CITY COUNCIL MEMBERS
(CROSSING GUARD SERVICES RFP)

Proposer shall provide either the certification requested below or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well. During the one-year period immediately preceding the date of submittal of this Proposal, list the date of all meetings or other communications the following persons have had with any one or more members of the Huntington park City Council or any City employee regarding the provision of towing services the City of Huntington park: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Please also identify the name(s) of the City Council members or City employees with whom such persons have met with or communicated with regarding the provision of towing services to the City of Huntington Park.

CERTIFICATION REGARDING MEETINGS OR COMMUNICATIONS WITH CITY OFFICIALS OR EMPLOYEES

If the Proposer has had not had any meetings or other communications with the persons mentioned above regarding the provision of towing services to the City of Huntington park with the one-year period immediately preceding the submission of this Proposal, complete the following:

I, Harian Sims, am the Director of Marketing
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of All City Management Services, Inc. (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a Proposal to the City of Huntington Park for Police Towing and Storage Proposer Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has met with or communicated with any member of the Huntington Park City Council or any City employee regarding the provision of the towing and secured vehicle storage services for the City of Huntington Park during the one-year period immediately preceding the submission of this Proposal to the City of Huntington Park.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 22nd day of Aug. 2017 at Santa Fe Springs, CA
(month and year) (city and state)

by [Signature]
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

ATTACHMENT 4

HISTORY OF MEETINGS OR COMMUNICATIONS WITH HUNTINGTON PARK CITY COUNCIL MEMBERS AND/OR CITY EMPLOYEES REGARDING THE PROVISION OF TOWING AND SECURED STORAGE SERVICES TO THE CITY OF HUNTINGTON PARK DURING THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING THE SUBMISSION OF THIS PROPOSAL

List the date of all such meetings or communications, the City Council member or City employee with whom you met with (attach extra pages if necessary)

N/A

DECLARATION

I, _____, the _____
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of _____ (hereinafter, "Proposer")
(Print Name of Proposing Entity)

declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

ATTACHMENT 5

CITY OF HUNTINGTON PARK
CITY HALL
6550 MILES AVENUE
HUNTINGTON PARK, CALIFORNIA 90255

**FALSE CLAIMS/
FALSE CLAIMS ACT CERTIFICATION**
(CROSSING GUARD SERVICES RFP)

Proposer shall provide either the certification requested below or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well. "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I, Harlan Sims, am the Director of Marketing
(Print name of person responsible for submitting proposal) (Title with proposing entity)
of All City Management Services, Inc. (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a proposal to the City of HUNTINGTON PARK, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 22nd day of Aug. 2017 at Santa Fe Springs, CA
(month and year) (city and state)

By 
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

ATTACHMENT 5

FALSE CLAIMS ACT VIOLATIONS INFORMATION

- (1) Date of Determination of Violation: ~ / A
- (2) Identity of tribunal or court and case name or number, if any: _____
- (3) Government Contract or project involved: _____
- (4) Government agency involved: _____
- (5) Amount of fine imposed: _____
- (6) Exculpatory Information: _____

DECLARATION

I, _____, the _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____ (hereinafter, "Proposer")
(Print Name of Proposing Entity)

declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

By _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

CITY OF HUNTINGTON PARK
6550 MILES AVENUE
HUNTINGTON PARK, CA 90255
NON-COLLUSION AFFIDAVIT
(CROSSING GUARD SERVICES RFP)

State of California)
) SS:
County of Los Angeles)

Harlan Sims _____ being first duly sworn, deposes and says that he or she is Director of Marketing of All City Management Services, Inc., the party submitting a proposal for the award of a Towing and Vehicle Storage Services franchise for the City of HUNTINGTON PARK, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the terms of the proposal, including the amount to be paid to the City of HUNTINGTON PARK in the form of franchise fees, permit fees and other forms of compensation, or to fix any overhead, profit or cost element of the proposal, or of that of any other proposer, or to secure any advantage against the public body awarding the franchise agreement to anyone interested in being awarded a towing and vehicle storage services franchise; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted its proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization or to any member or agent thereof to effectuate a collusive or sham proposal.

(Signature of Bidder)

[NOTARY ACKNOWLEDGEMENT TO FOLLOW]

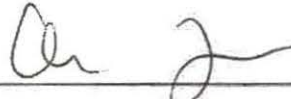
ATTACHMENT 6

STATE OF CALIFORNIA)
) SS:
COUNTY OF LOS ANGELES)

Subscribed and sworn to (or affirmed) before me this 22nd day of August,
20 17.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this
certificate first above written.

(SEAL OF NOTARY)



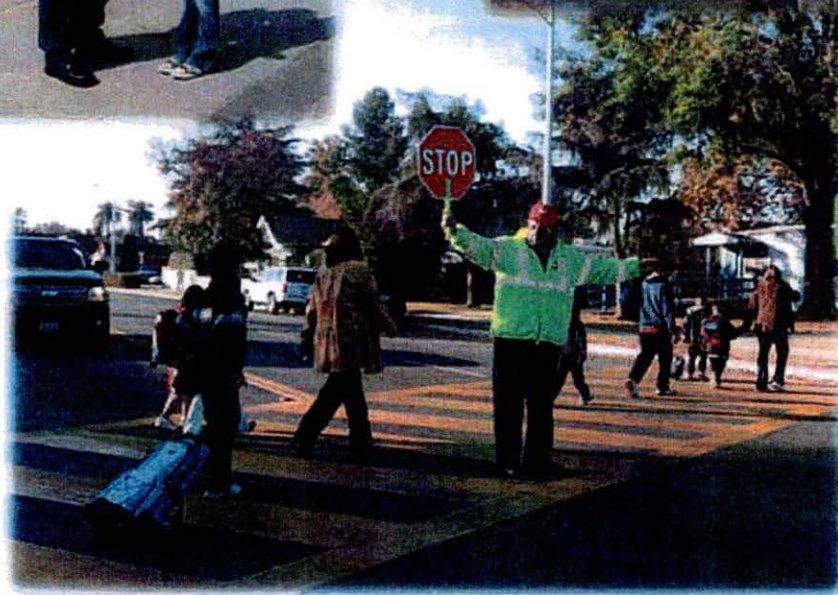
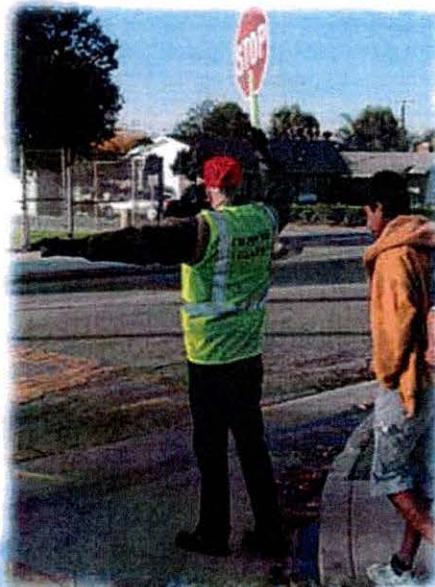
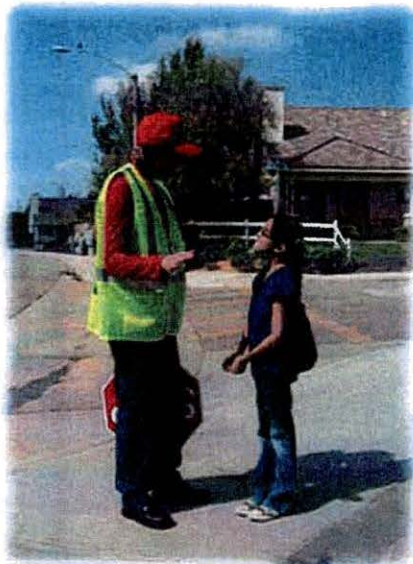
(Signature of Notary)

Hellen Mugisa

(Typed Name of Notary)



END OF DOCUMENT



*Over thirty years of experience in providing communities with
PROFESSIONAL SCHOOL CROSSING GUARD SERVICES*

ALL CITY MANAGEMENT SERVICES

ATTACHMENT “B”



FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT AGREEMENT ("Agreement") is made as of _____, 2018 by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City") and All City Management Services, Inc. (hereinafter, "Contractor"). For the purposes of this Agreement City and Contractor may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Contractor interchangeably. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

This Agreement is made and entered into with respect to the following facts:

WHEREAS, Contractor was retained to provide Crossing Guard services for the City:

WHEREAS, on or about October 3, 2017, the Parties executed and entered into that certain agreement titled, Professional Services Agreement (Crossing Guard Services Agreement) (hereinafter, the "Agreement") which is attached hereto as Exhibit "A";

WHEREAS, The City requests to add a site at the intersection of Randolph and State for San Antonio Elementary and agrees to pay the Contractor for service rendered pursuant to the Agreement the sum of Sixteen Dollars and Eighty-Five Cents (\$16.85) per hour of guard service provided. It is understood that the cost of providing Three Hundred and Twenty-Four (324) hours of service shall not exceed Five Thousand, Four Hundred and Sixty Dollars (\$5,460.00).

NOW THEREFORE, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

1. Except as otherwise set forth in this First Amendment, the terms of the Agreement shall control. This First Amendment Agreement with the Professional Services Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

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

CITY OF HUNTINGTON PARK:

By: _____
Ricardo Reyes
Acting City Manager

ATTEST:

Donna G. Schwartz, CMC, City Clerk

APPROVED AS TO FORM:

By: _____

**ALL CITY MANAGEMENT SERVICES
INC.:**

By: _____

Name: _____

Title: _____



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

March 6, 2018

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 AND APPROVAL OF A RESOLUTION IN SUPPORT OF PUBLIC SAFETY BALLOT INITIATIVE ENTITLED 'REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT OF 2018'.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2018-10, Supporting the Reducing Crime and Keeping California Safe Act of 2018.

BACKGROUND

The California Police Chiefs Association and other law enforcement groups have proposed a public safety ballot initiative entitled 'Reducing Crime and Keeping California Safe Act of 2018.' This initiative addresses problems created by the passing of Proposition 47, Proposition 57, and other recent legislation.

This public safety ballot initiative is intended to close loopholes in existing legislation, thereby making California communities safer. California and Los Angeles County Police Chiefs Associations have endorsed this initiative and are requesting City Council endorsement via adoption of a Resolution supporting 'Reducing Crime and Keeping California Safe Act of 2018.'

FISCAL IMPACT/FINANCING

None.

CONCLUSION

Upon Council approval, City Clerk to forward a certified copy of said resolution to the California Police Chiefs Association.

**CONSIDERATION AND APPROVAL OF A RESOLUTION IN SUPPORT OF PUBLIC
SAFETY BALLOT INITIATIVE ENTITLED 'REDUCING CRIME AND KEEPING
CALIFORNIA SAFE ACT OF 2018'**

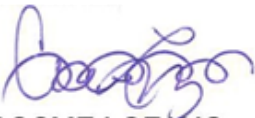
March 6, 2018

Page 2 of 2

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized, flowing script.

RICARDO REYES
Interim City Manager

A handwritten signature in blue ink, appearing to read 'Cosme Lozano', with a stylized, flowing script.

COSME LOZANO
Chief of Police

ATTACHMENT(S)

- A. Resolution No. 2018-10, Supporting the Reducing Crime and Keeping California Safe Act of 2018.
- B. Initiative Fact Sheet

ATTACHMENT “A”

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WHEREAS, protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters and other violent criminals should not be released early from prison; and

WHEREAS, The FBI Preliminary Semiannual Uniform Crime Report for 2017, which tracks crimes committed during the first six months of the past year in U. S. cities with populations over 100,000, indicates that last year violent crime increased again in most of California's largest cities.

WHEREAS, as a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge; and

WHEREAS, this measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations; and

1 **WHEREAS**, nothing in this act is intended to create additional "strike"
2 offenses which would increase the state prison population, nor is it intended to affect
3 the ability of the California Department of Corrections and Rehabilitation to award
4 educational and merit credits; and

5 **WHEREAS**, recent changes to California law allow individuals who steal
6 repeatedly to face few consequences, regardless of their criminal record or how
7 many times they steal; and

8 **WHEREAS**, as a result, between 2014 and 2016, California had the 2nd
9 highest increase in theft and property crimes in the United States, while most states
10 have seen a steady decline. According to the California Department of Justice, the
11 value of property stolen in 2015 was \$2.5 billion with an increase of 13 percent since
12 2014, the largest single-year increase in at least ten years; and

13 **WHEREAS**, grocery store operators around the state have seen
14 unprecedented increases in the amount of losses associated with shoplifting in their
15 stores, with some reporting up to 150% increases in these losses from 2012 to
16 present, with the largest jumps occurring since 2014; and

17 **WHEREAS**, shoplifting incidents have started to escalate in such a manner
18 that have endangered innocent customers and employees; and

19 **WHEREAS**, individuals who repeatedly steal often do so to support their drug
20 habit. Recent changes to California law have reduced judges' ability to order
21 individuals convicted of repeated theft crimes into effective drug treatment
22 programs; and

23 **WHEREAS**, California needs stronger laws for those who are repeatedly
24 convicted of theft related crimes, which will encourage those who repeatedly steal to
25 support their drug problem to enter into existing drug treatment programs. This
26 measure enacts such reforms; and

27 **WHEREAS**, collecting DNA from criminals is essential to solving violent
28 crimes. Over 450 violent crimes including murder, rape and robbery have gone
unsolved because DNA is being collected from fewer criminals; and

WHEREAS, DNA collected in 2015 from a convicted child molester solved
the rape-murders of two six-year-old boys that occurred three decades ago in Los
Angeles County. DNA collected in 2016 from an individual caught driving a stolen
car solved the 2012 San Francisco Bay Area rape/murder of an 83-year-old woman;
and

1 **WHEREAS**, recent changes to California law unintentionally eliminated DNA
2 collection for theft and drug crimes. This measure restores DNA collection from
3 persons convicted for such offenses; and

4 **WHEREAS**, permitting collection of more DNA samples will help identify
5 suspects, clear the innocent and free the wrongly convicted, and

6 **WHEREAS**, this measure does not affect existing legal safeguards that
7 protect the privacy of individuals by allowing for the removal of their DNA profile if
8 they are not charged with a crime, are acquitted or are found innocent.

9 **NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of
10 Huntington Park hereby supports the Reducing Crime and Keeping California Safe
11 Act of 2018.

12 **PASSED, APPROVED AND ADOPTED** this 6th day of March, 2017.

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Marilyn Sanabria, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

ATTACHMENT “B”



An Initiative for Public Safety

VIOLENT CRIME

What is a 'violent crime'? For California's new parole law, the definition is murky — and it matters *(Los Angeles Times)*

- Expands the list of violent crimes for which early release is not an option
- Under current law, rape of an unconscious person, trafficking a child for sex, assault of a peace officer, felony domestic violence and other similar crimes are not classified as “violent felonies” — making criminals convicted of these crimes eligible for early release

DNA COLLECTION

California's DNA database gets fewer hits due to Prop. 47 (KCRA)

- Reinstates DNA collection for certain crimes that were reduced to misdemeanors as part of Proposition 47
- Multiple studies have shown that DNA collected from theft and drug crimes has helped solve other violent crimes, including robbery, rape and murder. Since passage of Prop. 47, cold case hits have dropped over 2,000, with more than 450 of those hits connected to violent crimes

SERIAL THEFT

**An explosion of California property crimes
— due to Prop. 47** *(San Francisco Chronicle)*

- Revises the theft threshold by adding a felony for serial theft — when a person is caught for the 3rd time stealing with a value of \$250
- Prop. 47 changed the dollar threshold for theft to be considered a felony — from \$450 to \$950. As a result, there has been an explosion of serial theft and an inability of law enforcement to prosecute these crimes effectively. Theft has increased by 12% to 25%, with losses of a billion dollars since the law was passed.

PAROLE VIOLATIONS

**Suspect in Whittier police officer shooting death
arrested 5 times in last 7 months** *(Whittier Daily News)*

- Requires the Board of Parole Hearings to consider an inmate's entire criminal history when deciding parole, not just his most recent commitment offense; and requires a mandatory hearing to determine whether parole should be revoked for any parolee who violates the terms of his parole for the third time
- AB 109 bases parole solely on an offender's commitment offense, resulting in the release of inmates with serious and violent criminal histories. Moreover, parolees who repeatedly violate the terms of their parole currently face few consequences, allowing them to remain on the street



For more information, please visit www.keepcalsafe.org.



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

March 6, 2018

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:

OFFICE OF TRAFFIC SAFETY (OTS) GRANT ENFORCEMENT DETAIL REPORT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Review information contained in this report and provide direction to Chief of Police should adjustments be desired.

BACKGROUND

The City was awarded a grant from the State of California Office of Traffic Safety (OTS), for grant year 17/18, in the amount of \$140,000.00. This report intends to inform the City Council of the projected activity associated with implementation and use of the grant funds and the designated focus and objectives of the grant criteria. Following is an itemization of the monies awarded and their intended use, as per the grant requirements;

Personnel Salaries and Overtime	\$96,887
Personnel Training, Travel, and Accommodations	2,389
Field Preliminary Alcohol Screening (PAS) Devices	3,000
DUI/CDL Checkpoints Equipment Trailer/Field Command Post	35,000
DUI Enforcement Miscellaneous Equipment and Supplies	2,724
Total:	\$140,000

Personnel Salaries and Overtime:

This portion of the funding pays for overtime incurred by police officers and other police department personnel during enforcement operations. All enforcement operations are

OFFICE OF TRAFFIC SAFETY (OTS) GRANT ENFORCEMENT DETAIL REPORT

March 6, 2018

Page 2 of 5

conducted strictly on an overtime basis. Personnel working regular assignments on regular shift hours are not impacted by OTS funded operations, such as DUI Checkpoints and other enforcement operations. Therefore, the usual patrol operations service levels and personnel staffing are not affected by OTS operations.

Personnel Training, Travel, and Accommodations:

This portion of the funding pays for tuition, travel, and hotel expenses associated with specialized training for police officers, including Advanced Roadside Impairment Driving Enforcement (A-RIDE) and Preliminary Alcohol Screening (PAS) device and Intoximeter Blood Alcohol Content (BAC) analyzing machine training. Both of these pieces of equipment assist police officers in determining the level of impairment of a suspected drunk driver and are critical to the successful investigation and prosecution of drunk drivers.

Field Preliminary Alcohol Screening (PAS) Devices:

This portion of the funding provides for the purchase of new and replacement hand-held preliminary alcohol screening devices, and maintenance of the devices, which are used by police officers in the field to obtain a preliminary measurement of a suspected drunk driver's blood alcohol content.

DUI Checkpoints Equipment Trailer/Field Command Post:

This portion of the funding provides for the purchase of a DUI trailer, which essentially serves as a mobile field command post at the scene of a DUI checkpoint or other enforcement police operation. The trailer is set up to double as a mobile work station to facilitate the processing of paperwork in the field and it provides a built-in portable restroom. The DUI trailer also facilitates the storage and transportation of equipment, such as traffic cones, traffic delineators, and portable lighting, associated with running DUI checkpoints and other police operations.

DUI Enforcement Miscellaneous Equipment and Supplies:

This portion of the funding provides for the purchase of miscellaneous equipment and supplies necessary for DUI checkpoints and other police enforcement operations, such as office supplies, traffic cones, and signage.

GRANT PERFORMANCE

The OTS grant requires a certain level of performance and sets forth criteria and timelines under which the grant objectives must be delivered and goals must be accomplished. Enforcement activities are typically combined into yearly quarters, as designated by the grant criteria, in order to ensure enforcement operations are held throughout the grant year period, but some discretion is afforded. For example, as noted in the table below, a DUI-CDL checkpoint will be conducted four (4) times during the grant year period (one every three months), and DUI Saturation Patrols will be conducted twelve (12) times during the grant period (three per quarter, or one per

OFFICE OF TRAFFIC SAFETY (OTS) GRANT ENFORCEMENT DETAIL REPORT

March 6, 2018

Page 3 of 5

month). Following is an outline of enforcement operations designated by the grant goals and objectives and the designated timelines;

Grant Enforcement Activity	Frequency
DUI-CDL Checkpoints	4 per year or 1 per quarter
DUI Saturation Patrols	12 per year or 1 per month
Traffic Safety Enforcement	12 per year or 1 per month
Distracted Driving Enforcement	4 per year or 1 per quarter
Motorcycle Safety Enforcement	4 per year or 1 per quarter
Click-it or Ticket Safety Belt Enforcement	1 per year
Pedestrian – Bicycle Safety Enforcement	6 per year

The following information is intended to provide an overview of what is involved in each of the above grant designated enforcement activities and the expected outcomes. Locations and days/times of enforcement operations are selected based on known traffic accident and DUI arrests data, as well as City, Police Department, and community enforcement demands and interests. Day-time and night-time enforcement is associated with these operations, respectively. Infrastructure and circumstantial limitations are also taken into account, as well as unintended impact to the community;

DUI/CDL Checkpoints:

The four (4) DUI/CDL Checkpoints will be conducted on major thoroughfares within the City, such as Slauson Avenue, Gage Avenue, Florence Avenue, Alameda Street, etc. Traffic accident and enforcement data supports that major thoroughfares are highly travelled by drunk drivers and unlicensed drivers. Major thoroughfares provide an infrastructure suitable for holding DUI/CDL Checkpoint operations because of the proximity to parking lots or other open areas needed for operational logistics, such as parking vehicles of suspected drunk drivers and unlicensed drivers, while arrangements for the removal of the vehicles are made. Major thoroughfares also provide the linear street length necessary for the set-up of a checkpoint and delineation of traffic lanes, as well as escape routes for motorists who do not wish to go past the checkpoint, and designation of safety areas for police personnel. Additionally, major thoroughfares minimize the unintended impact on residential communities and retail establishments.

DUI Saturation Patrols:

The twelve (12) DUI Saturation Patrols will be conducted in areas throughout the City, with targeted focus in areas where DUI related traffic collisions are most likely to occur, such as major thoroughfares. These include Florence Avenue, Gage Avenue, Randolph Street, Slauson Avenue, California Avenue, and State Street, as well as streets which have establishments that serve alcoholic beverages, such as Pacific Boulevard, Santa Fe Avenue, and Alameda Street.

OFFICE OF TRAFFIC SAFETY (OTS) GRANT ENFORCEMENT DETAIL REPORT

March 6, 2018

Page 4 of 5

Traffic Safety Enforcement:

This is citywide traffic safety enforcement of general traffic laws. Targeted focus is placed on violations supported by traffic accident data known to be primary collision factors to traffic collisions, such as speeding, running red lights, failure to yield to pedestrians or on-coming traffic, unsafe turning movements, etc. Department data and current community concerns support focused enforcement of these violations on both major and residential streets, such as Gage Avenue, California Avenue, Passaic Street, and various streets in residential neighborhoods located in the Huntington Park Strip and 2599 areas of the City.

Distracted Driving Enforcement:

This is citywide enforcement of violations associated with distracted driving. The primary focus of this enforcement is the use of cell phones by motorists while behind-the-wheel, but other forms of distracted driving are also enforced, such as; eating while driving, applying make-up, and any other sources of distraction. While distracted driving is dangerous anywhere in the City, the focus of this enforcement targets highly traveled streets and streets and locations where pedestrian activity is high, such as; retail areas and school zones.

Click-it or Ticket Seatbelt Enforcement:

This is citywide enforcement of violations associated with the use of seatbelts while in a vehicle. Seatbelt laws apply to drivers and passengers while in a vehicle and violations are enforced equally. Special attention is given to violations associated with children not wearing seatbelts or the lack of required car seats. Major streets where speeds are higher and areas with moderate to heavy traffic are targeted for this enforcement.

Pedestrian - Bicycle Enforcement:

This is citywide enforcement. Focus for this enforcement targets areas where pedestrians and bicyclists are at the greatest risk of being struck by an automobile, such as; crosswalks, retail areas, school zones, and high traffic areas. Violations by pedestrians and bicyclists themselves are also enforced. Pacific Boulevard, Gage Avenue, Florence Avenue, State Street, and California Avenue are targeted zones due to the volume of traffic, presence of pedestrians, use by bicyclists, and uncontrolled crosswalks and crossings.

FISCAL IMPACT/FINANCING

None

OFFICE OF TRAFFIC SAFETY (OTS) GRANT ENFORCEMENT DETAIL REPORT

March 6, 2018

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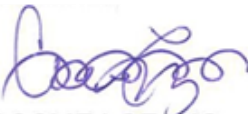
CONCLUSION

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
Interim City Manager

A handwritten signature in blue ink, appearing to read 'Cosme Lozano', with a stylized flourish at the end.

COSME LOZANO
Chief of Police

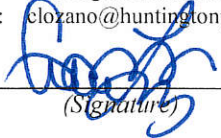

ATTACHMENT(S)

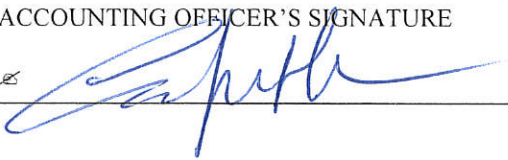
- A. OTS Grant FY 2017-18
- B. HPPD grant year enforcement schedule

ATTACHMENT “A”

State of California – Office of Traffic Safety
GRANT AGREEMENT

GRANT NUMBER
PT18059

1. GRANT TITLE Selective Traffic Enforcement Program (STEP)	
2. NAME OF AGENCY Huntington Park	3. Grant Period From: 10/01/2017 To: 09/30/2018
4. AGENCY UNIT TO ADMINISTER GRANT Huntington Park Police Department	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.	
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$140,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none">Schedule A – Problem Statement, Goals and Objectives and Method of ProcedureSchedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)Exhibit A – Certifications and AssurancesExhibit B* – OTS Grant Program Manual *Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov . We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
8. Approval Signatures	
A. AUTHORIZING OFFICIAL OF DEPARTMENT NAME: Cosme Lozano PHONE: 323-826-6628 TITLE: Chief of Police FAX: 323-584-1137 ADDRESS: 6542 Miles Avenue Huntington Park, CA 90255 EMAIL: clozano@huntingtonparkpd.org  (Signature) 9.6.17 (Date)	B. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Rhonda L. Craft PHONE: (916) 509-3030 TITLE: Director FAX: (916) 509-3055 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 EMAIL: rhonda.craft@ots.ca.gov  (Signature) 9/13/17 (Date)
C. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. DUNS NUMBER DUNS #: 070657085 REGISTERED ADDRESS: 6550 Miles Avenue CITY: Huntington Park ZIP+4: 90255-4302

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164-AL-18	20.608	0521-0890-101	2017	2017	14/17	\$100,000.00
402PT-18	20.600	0521-0890-101	2017	2017	14/17	\$40,000.00
				AGREEMENT TOTAL		\$140,000.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				AMOUNT ENCUMBERED BY THIS DOCUMENT \$140,000.00		
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00		
ACCOUNTING OFFICER'S SIGNATURE 			DATE SIGNED <i>9/15/17</i>		TOTAL AMOUNT ENCUMBERED TO DATE \$140,000.00	

1. PROBLEM STATEMENT

The City of Huntington Park is a culturally diverse community with a population of 58,879 (US Census Bureau: 2013). Located approximately ten miles southeast of Downtown Los Angeles, this urban area is a mix of single family and multi-unit housing, commercial establishments, light industry, and one major hospital. The City is governed by a Mayor and a four member City Council, and has provided local law enforcement services since incorporation in 1906.

In recent years, the Department has noticed a steady number of traffic collisions that have occurred in the City. Since 2014 (170), traffic collisions have remained consistent with a slight decrease in 2015 (135 collisions.) The number of victims involved in traffic collisions during the same time period has also remained consistent (approximately 182 victims), with again a slight decrease in 2015 (173 victims.)

The Department has also observed three fatalities in 2015, where the driver speed and/or driving under the influence were the primary collision factors. During the first quarter of 2015 the department has observed 1 fatality, where the driver's speed and/or driving under the influence were the primary collision factors.

The number of DUI arrests has also significantly decreased over the past three years. In 2013, a total of 202 drivers were arrested for DUI. During 2014, the number of DUI arrests decreased to 198. During 2015, the number again decreased to 164. Furthermore, during the same time (2015) period traffic collisions involving intoxicated drivers account for slightly over 19 percent of all traffic collisions. We attribute the decrease of DUI arrests to the lack of man power and resources, due to financial cuts. Therefore, alcohol involved traffic collisions have increased throughout the years.

Preliminary statistics for 2015 indicate that alcohol involved, hit and run, and pedestrian collisions are currently on pace to decrease when compared to 2014 statistics. Both hit and run and pedestrian collisions increased by approximately 10 percent. Nighttime collisions are also on pace to increase by approximately 10 percent.

In addition to the aforementioned increase in traffic collisions and alcohol involved traffic collisions, the City anticipates a significant increase in vehicle and pedestrian traffic due to the lack of man power and focused enforcement during night time hours.

An increase in traffic collisions combined with the anticipated increase in vehicle and pedestrian traffic has led the Department to actively seek solutions to increase traffic safety within the community. The Department hopes to obtain funding to conduct several traffic enforcement details to reduce the number of traffic collisions and victims by targeting drivers that are engaged in driving habits that have been identified as primary collision factors. This includes: speed, driving under the influence, and inattentive/distracted drivers.

2. PERFORMANCE MEASURES**A. Goals:**

1. Reduce the number of persons killed in traffic collisions.
2. Reduce the number of persons injured in traffic collisions.
3. Reduce the number of pedestrians killed in traffic collisions.
4. Reduce the number of pedestrians injured in traffic collisions.
5. Reduce the number of bicyclists killed in traffic collisions.
6. Reduce the number of bicyclists injured in traffic collisions.
7. Reduce the number of persons killed in alcohol-involved collisions.
8. Reduce the number of persons injured in alcohol-involved collisions.
9. Reduce the number of persons killed in drug-involved collisions.
10. Reduce the number of persons injured in drug-involved collisions.
11. Reduce the number of persons killed in alcohol/drug combo-involved collisions.
12. Reduce the number of persons injured in alcohol/drug combo-involved collisions.
13. Reduce the number of motorcyclists killed in traffic collisions.
14. Reduce the number of motorcyclists injured in traffic collisions.

15. Reduce hit & run fatal collisions.
16. Reduce hit & run injury collisions.
17. Reduce nighttime (2100 - 0259 hours) fatal collisions.
18. Reduce nighttime (2100 - 0259 hours) injury collisions.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, NHTSA Winter & Summer Mobilization, National Bicycle Safety Month, National Click it or Ticket Mobilization, National Teen Driver Safety Week, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	4
7. Conduct DUI Saturation Patrol operation(s).	12
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.	12
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	4
10. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary collision factor violations by motorcyclists and other drivers.	4
11. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operations.	1
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers.	6
13. Conduct Traffic Safety educational presentations with an effort to reach community members. Note: Presentations may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	1
3. METHOD OF PROCEDURE	
A. Phase 1 – Program Preparation (1st Quarter of Grant Year) <ul style="list-style-type: none"> • The police department will develop operational plans to implement the "best practice" strategies outlined in the objectives section. • All training needed to implement the program should be conducted this quarter. • All grant related purchases needed to implement the program should be made this quarter. • In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the 	

number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.

- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.

Media Requirements

- Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The police department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator.
 - If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead time would be 10-20 days prior to the release date to ensure adequate turn-around time.
 - Press releases reporting the results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
 - Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Include the OTS logo, space permitting, on grant-funded print materials; consult your OTS Coordinator for specifics.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
 - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

GRANT AGREEMENT

Schedule B

GRANT NUMBER

PT18059

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$100,000.00
402PT	20.600	State and Community Highway Safety	\$40,000.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
A. PERSONNEL COSTS		
Positions and Salaries		
Full-Time		\$0.00
Overtime		
DUI/DL Checkpoints	20.608	\$42,560.00
DUI Saturation Patrols	20.608	\$16,716.00
Traffic Enforcement	20.600	\$16,716.00
Distracted Driving	20.600	\$5,572.00
Motorcycle Safety	20.600	\$5,572.00
Night-time Click It Or Ticket	20.600	\$1,393.00
Pedestrian and Bicycle Enforcement	20.600	\$8,358.00
Part-Time		\$0.00
Category Sub-Total		\$96,887.00
B. TRAVEL EXPENSES		
In State Travel	20.600	\$2,389.00
		\$0.00
Category Sub-Total		\$2,389.00
C. CONTRACTUAL SERVICES		
		\$0.00
Category Sub-Total		\$0.00
D. EQUIPMENT		
DUI Trailer	20.608	\$35,000.00
Category Sub-Total		\$35,000.00
E. OTHER DIRECT COSTS		
DUI Checkpoint Supplies	20.608	\$2,724.00
PAS Device/Calibration Supplies	20.608	\$3,000.00
Category Sub-Total		\$5,724.00
F. INDIRECT COSTS		
		\$0.00
Category Sub-Total		\$0.00
GRANT TOTAL		\$140,000.00

GRANT AGREEMENT

Schedule B-1

PT18059

BUDGET NARRATIVE	
PERSONNEL COSTS	QUANTITY
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	12
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	12
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	4
Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	1
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	6
TRAVEL EXPENSES	
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Schedule B-1 (Budget Narrative) must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.	1
CONTRACTUAL SERVICES	
-	
EQUIPMENT	
DUI Trailer - Fully equipped trailer to transport DUI checkpoint supplies and to serve as a communication and command post during OTS operations. Costs may include the trailer, sales tax, delivery, installation costs, and other modifications and accessories or other items necessary to make the trailer usable for grant purposes, such as a generator, lighting, paint and graphics. The trailer cannot include any furniture or fixtures not affixed to the trailer.	1
OTHER DIRECT COSTS	
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.	1
PAS Device/Calibration Supplies - Preliminary alcohol screening device to detect the presence of alcohol in a person's breath and calibration supplies to ensure accuracy. Costs may include mouth pieces, gas and accessories.	3
INDIRECT COSTS	
-	

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Nothing in this 'agreement' shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives.

CERTIFICATIONS AND ASSURANCES

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1200—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (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), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (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 Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. 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 (Pub. 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, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

BUY AMERICA ACT

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCHACT)

The Grantee Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL 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, an officer or employee of Congress, or an employee of 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-award at all tiers (including subcontracts, sub-grants, and contracts under grant, 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.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this grant agreement, the Grantee Agency Official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency Official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency Official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Grant Agency Official shall provide immediate written notice to the department or agency to which this grant agreement is submitted if at any time the Grantee Agency Official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this grant agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency Official agrees by submitting this grant agreement 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 proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The Grantee Agency Official further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the 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 Federal Procurement and Non-procurement Programs.
9. 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.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, 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 may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. The Grantee Agency Official certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this grant agreement 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 record, 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
 - d. Have not within a three-year period preceding this application/grant agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the Grantee Agency Official is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

Instructions for Lower Tier Certification

1. By signing and submitting this grant agreement, the prospective lower tier participant is providing the certification 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 lower tier participant 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 lower tier participant shall provide immediate written notice to the person to which this grant agreement is submitted if at any time the prospective lower tier participant 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*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this grant agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this grant agreement 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 proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the 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 Federal Procurement and 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 proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this grant agreement, that neither it nor its principals is 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

ATTACHMENT “B”

Office of Traffic Safety (OTS) Grant Enforcement Schedule (remaining quarters)

2nd Quarter:

February

DUI Saturation Patrols (2)
DUI/Sobriety Checkpoint (1)
Traffic Enforcement Operation / Primary Collision Factors (2)
Pedestrian / Bicycle Enforcement (2)
Send out "Hot Sheet" to patrol (1)

March

DUI Saturations Patrols (2)
Traffic Enforcement Operation / Primary Collision Factors (2)
Motorcycle Safety Enforcement (1)
Send officer(s) to NTHSA / ARIDE / SFST course
Send out "Hot Sheet" to patrol (1)

3rd Quarter:

April

DUI Saturation Patrols (2)
Traffic Enforcement Operation / Primary Collision Factors (2)
Send officer(s) to NTHSA / ARIDE / SFST course
Send out "Hot Sheet" to patrol

May

Pedestrian / Bicycle Enforcement (2)
Night time Click-It or Ticket It (1)
Send officer(s) to NTHSA / ARIDE / SFST course
Send out "Hot Sheet" to patrol (1)

June

DUI Saturation Patrols (3)
Traffic Enforcement Operation / Primary Collision Factors (2)
DUI/Sobriety Checkpoint (1)
Motorcycle Safety Enforcement (2)
Distracted Driving enforcement (2)
Send out "Hot Sheet" to patrol (1)
Send officer(s) to NTHSA / ARIDE / SFST course

4th Quarter:

July

Pedestrian / Bicycle Enforcement (1)
Motorcycle Safety Enforcement (1)
DUI Saturation Patrols (1)
Traffic Enforcement Operation / Primary Collision Factors (2)
Traffic Safety Presentation (1)

Office of Traffic Safety (OTS) Grant Enforcement Schedule (remaining quarters)

August

DUI/Sobriety Checkpoint (1)

Send out "Hot Sheet" to patrol (1)

Traffic Enforcement Operation / Primary Collision Factors (2)

Send officer(s) to NTHSA / ARIDE / SFST course

September

Distracted Driving Enforcement (2)

DUI Saturation Patrols (1)

Pedestrian / Bicycle Enforcement (1)

Send out "Hot Sheet" to patrol (1)

Send officer(s) to NTHSA / ARIDE / SFST course



CITY OF HUNTINGTON PARK

Department of Finance
City Council Agenda Report

March 6, 2018

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 AND APPROVAL OF FINAL PAYMENT TO HONEYWELL INTERNATIONAL INC., BUILDING SOLUTIONS FOR HEATING, VENTILATION & AIR CONDITIONING (HVAC) SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve final payment to Honeywell International Inc., Building Solutions in the amount of \$17,219.24, for services provided March 1, 2017 to May 31, 2017; and
2. Authorize Interim City Manager to make final payment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 16, 2016, City Council approved award of contract to Honeywell International Inc., Building Solutions for a one-year contract effective March 1, 2016 with two, optional, 1-year extensions of term. The contract expired according to term with no extensions.

On June 29, 2017, the City received invoice #5240541592 in the amount of \$17,219.24 for services rendered from March 1, 2017 to May 31, 2017. Honeywell International Inc., Building Solutions provided heating ventilation & air conditioning services during this period, since the City does not have the in-house personnel, equipment, nor resources required for these services.

On September 5, 2017, the City approved award of contract services agreement to F.M. Thomas Air Conditioning, Inc. for heating, ventilation and air conditioning maintenance, and unscheduled maintenance services.

CONSIDERATION AND APPROVAL OF FINAL PAYMENT TO HONEYWELL INTERNATIONAL INC., BUILDING SOLUTIONS FOR HEATING, VENTILATION & AIR CONDITIONING (HVAC) SERVICES

March 6, 2018

Page 2 of 2

FISCAL IMPACT/FINANCING

Funding for HVAC services was approved in the City's FY 17-18 Adopted Budget in the following accounts:

Account #	Amount
111-8022-419-56-41	\$25,880
111-8023-451.56-41	23,000
111-8024-421.56-41	25,880
Total Budget	\$74,760

There is no additional budget appropriation necessary for this final payment as the current budget can absorb the cost.

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
Interim City Manager



DANIEL HERNANDEZ
Director of Public Works

ATTACHMENT(S)

A. Invoice

ATTACHMENT “A”

BUILDING SOLUTIONS

INVOICE

BILLING DATE	06/29/2017
ACCOUNT NUMBER	538457
INVOICE NUMBER	5240541592
DATE DUE	07/25/2017
AMOUNT DUE	17,219.24

PLEASE REMIT PAYMENT TO:

INVOICE TO:

CITY OF HUNTINGTON PARK
6550 MILES AVE
HUNTINGTON PARK CA 90255

HONEYWELL INTERNATIONAL INC
BUILDING SOLUTIONS
12490 COLLECTIONS CENTER DR.
CHICAGO IL 60693

DETACH HERE - RETURN TOP PORTION WITH YOUR PAYMENT - RETAIN THIS COPY FOR YOUR RECORDS

BILLING DATE	06/29/2017
ACCOUNT NUMBER	538457
INVOICE NUMBER	5240541592
DATE DUE	07/25/2017
AMOUNT DUE	17,219.24

BUILDING SOLUTIONS

INVOICE

CUSTOMER PO NUMBER
SIGNED AGREEMENT

PAYMENT TERMS
PER CONTRACT

PROJECT	INVOICE	DESCRIPTION	AMOUNT
40100349	5240541592	<p>THIS INVOICE COVERS:</p> <p>CHARGES FROM 03/01/2017 THROUGH 05/31/2017</p> <p>PROJECT NAME CITY OF HUNTINGTON PARK 6550 MILES AVE HUNTINGTON PARK CA 90255-4302</p> <p>DIRECT BILLING INQUIRIES AND CORRESPONDENCE TO: VALERIAN KANE PHONE NO: 844-570-7228 VALERIAN.KANE@HONEYWELL.COM</p>	17,219.24
PAY THIS AMOUNT IN USD →			17,219.24

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Tuesday, March 6, 2018

PUBLIC HEARING

COMMUNITY DEVELOPMENT

10. Continued from the Regular City Council meeting of 2-20-18 - Consideration and Approval of an Ordinance Amendment Bundle Relating to Various Sections of the City of Huntington Park's Municipal Code

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis;
3. Waive first reading and introduce Ordinance No. 2018-962, approving a Zoning Ordinance Amendment bundle relating to various sections of the City of Huntington Park's Municipal Code; and
4. Schedule the second reading and adoption of said Ordinance, as described above, for the March 20, 2018 City Council meeting.

**ITEM WILL BE CONTINUED TO
NEXT REGULAR CITY COUNCIL MEETING OF
March 20, 2018**