

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda Tuesday, January 19, 2016

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

Karina Macias
Mayor

Graciela Ortiz
Vice Mayor



Valentin Palos Amezcuita
Council Member

Jhonny Pineda
Council Member

Marilyn Sanabria
Council Member

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

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

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

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

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

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

Public Comment

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

If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and give to City Clerk prior to the start of 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 Karina Macias
Vice Mayor Graciela Ortiz
Council Member Valentin Palos Amezcuita
Council Member Jhonny Pineda
Council Member Marilyn Sanabria

PLEDGE OF ALLEGIANCE

America Osuna, 4th grader, Lucille Roybal-Allard Elementary School

INVOCATION

PRESENTATIONS AND ANNOUNCEMENTS

“Certificate of Appreciation” presented to America Osuna for leading the Pledge of Allegiance

“Certificate of Recognition” presented to Joe’s Organization for Youth for their Generous Donation of Toys for the 2015 Holiday Toy Giveaway

“Certificate of Recognition” presented to Linda Marquez High School Key Club for their Generous Donation of Toys for the 2015 Holiday Toy Giveaway

Presentation of Mayor’s 2015 Holiday Spirit Awards

“Certificate of Recognition” presented to Police Officer David Lopez for 21 years of Dedicated Service to the City of Huntington Park and the Huntington Park Police Department

“Certificate of Recognition” presented to Abigail Valle for being the First Female Officer to Earn the Rank of Sergeant in the History of the City of Huntington Park’s Police Department

PUBLIC COMMENT

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City Manager
Employee Organization: General Employees Association (GEA)
2. LIABILITY CLAIM- [one potential matter] Government Code Section 54956.95
Claimant: Graciela Lopez
Agency claimed against: City of Huntington Park
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Case Name: The Cities of Duarte and Huntington Park vs. State Water Resources Control Board; The California Regional Water Quality Control Board, Los Angeles Region, and Does 1 through 100, inclusive. Case No. BS156303
4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Government Code section 54956.9(d)(2)) - One matter

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

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

OFFICE OF THE CITY CLERK

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

- 1-1 Regular City Council Meeting held Tuesday, December 15, 2015
- 1-2 Special Meeting of the City Council held Wednesday, December 23, 2015

FINANCE

2. Approve Accounts Payable and Payroll Warrants dated January 19, 2016

END OF CONSENT CALENDAR

PUBLIC HEARING

COMMUNITY DEVELOPMENT

3. Adoption of Amendment No. One (Substantial) to the City of Huntington Park's Fiscal Year (FY) 2015/2016 – 2019/2020 Consolidated Plan and the 2015/2016 Annual Action Plan

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
 2. Take public testimony;
 3. Approve Amendment Number One (Substantial) to the 2015/16-2019/20 Consolidated Plan and 2015/16 Annual Action Plan, inclusive of any comments made during the previous 30-day public review period and during this evening's public hearing;
 4. Authorize City Manager to transmit the amended components of the 2015/16-2019/20 Consolidated Plan and 2015/16 Annual Action Plan to the U.S. Department of Housing and Urban Development Department (HUD); and
 5. Authorize City Manager to Amend the Subrecipient Agreements with Department of Parks and Recreation not to exceed \$92,354 and County of Los Angeles Library not to exceed \$15,000.
- 4. Appeal of Planning Commission Decision on Case No. 2015-08 DP/VAR (Development Permit and Variance)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis; and
3. Adopt Resolution No. 2016-01, upholding or overturning the Planning Commission's decision to deny a request for a Development Permit to allow the construction of two new residential dwelling units, and a Variance to deviate from the Residential High-Density (R-H) development standards, on property located at 7005 Marbrisa Avenue within the R-H Zone. The City Council may also continue the project and request additional information.

REGULAR AGENDA

CITY COUNCIL

5. Adopt Resolution in Support of Homeowners' Exemption Awareness Month

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2016-02, Proclaiming January 2016 as "Homeowner's' Exemption Awareness Month"

COMMUNITY DEVELOPMENT

6. Discussion and/or Action to Approve Subrecipient Agreements with HUB Cities Consortium to Administer the Huntington Park Youth Employment, Civic Engagement and Economic Development Business Assistance Pilot Program

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the subrecipient agreements with HUB Cities Consortium using Community Development Block Grant (CDBG) funds to administer the Huntington Park Youth Employment, Civic Engagement and Economic Development Business Assistance Pilot Programs; and
2. Authorize City Manager to sign agreements.

7. Approval of Southeast Cities CicLAvia Event

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Appropriate \$598,515 in reimbursable grant funds awarded by the Los Angeles County Metropolitan Transit Authority (Metro) to fund all costs associated with the open streets event;
2. Authorize a contract with CicLAvia in the amount not to exceed \$315,515, for the implementation and management of the open streets event, and authorize the City Manager to sign the contract;
3. Approve a Memorandum of Understanding (MOU) for the disbursement of Metro funds with each of the following grant partners: County of Los Angeles, and the Cities of Los Angeles, South Gate and Lynwood;
4. Authorize the City Manager to sign the MOUs in a form approved by legal counsel; and
5. Waive the Activity in Public Spaces fee of \$542.62 for this City sponsored event

REGULAR AGENDA (continued)

COMMUNITY DEVELOPMENT (continued)

8. Approval of Subrecipient Agreements with Los Angeles Community Legal Center (LACLC) and Neighborhood Housing Services (NHS)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve three-year Subrecipient Agreements with LACLC and NHS in an amount not to exceed \$85,284 each to perform outreach, unit enrollment and educational activities for the City's Lead Based Paint Hazard Control Program (LBPHC); and
2. Authorize City Manager to sign agreements.

COMMUNITY DEVELOPMENT/POLICE

9. Discussion and/or Action Regarding Parking Conditions on Cudahy Street and 61st Street

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Receive and file report on parking conditions on Cudahy Street and 61st Street; and/or
2. Provide direction to city staff on next steps to address current parking conditions.

10. Discussion and/or Action to Attend the 2016 RECON International Council of Shopping Centers (ICSC) in Las Vegas, May 22-25, 2016

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the attendance of the City at the 2016 RECON ICSC Conference in Las Vegas, Nevada; and
2. Authorize a budget appropriation of an amount not to exceed \$12,000 for the cost of the ICSC conference expenses.

REGULAR AGENDA (continued)

CITY MANAGER

11. Discussion and/or Approval of New Huntington Park Shuttle Design and/or Service Name

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Discuss and/or approve a new shuttle design for the Huntington Park Shuttle Service currently known as "Combi"; and/or
2. Discuss and/or approve a new name for the Huntington Park Shuttle Service currently known as "Combi"; and
3. Authorize the City Manager to implement said changes as soon as feasible.

FINANCE

12. Approval of Modifications to the City's Dial-A-Ride Service

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Direct staff to implement Dial-A-Ride service modifications; and
2. Direct the City Manager to execute a third amendment to the City's Agreement with Administrative Services Cooperative, Inc. to reflect the service modifications.

PUBLIC WORKS

13. Approve Agreement with Central Basin Municipal Water District for Preparation of the Urban Water Management Plan

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve agreement with Central Basin Municipal Water District for the preparation of the Urban Water Management Plan;
2. Authorize City Manager to execute agreement; and
3. Appropriate the funds from the Water Enterprise fund.

REGULAR AGENDA (continued)

PUBLIC WORKS (continued)

14. Approve Project Plans, Specifications and Advertise for Bids for the Crosswalk Improvements at 57th and 58th Streets at Pacific Boulevard project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve project plans and specifications for the Crosswalk Improvements at 57th and 58th Streets at Pacific Boulevard project;
2. Authorize the Public Works and Community Development Departments to advertise for bids;
3. Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project; and
4. Authorize under the currently approved Staff Augmentation Contract, Transtech, to proceed with necessary work (Bid Advertisement, Bid Analysis, Project Management, Construction management, Inspection, Administration) in compliance with the terms and conditions of the contract, and not to exceed 10% of the project budget for Crosswalk Improvements at 57th and 58th Streets at Pacific Boulevard.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezcuita

Council Member Jhonny Pineda

Council Member Marilyn Sanabria

Vice Mayor Graciela Ortiz

Mayor Karina Macias

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular City Council Meeting on Tuesday, February 2, 2016, at 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted within 72 hours at City of Huntington Park City Hall and made available at www.hpca.gov on the 14th of January 2016.



Donna G. Schwartz, CMC, City Clerk

Regular Meeting of the
City of Huntington Park City Council
Tuesday, December 15, 2015

Sergeant at Arms read the Rules of Decorum.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:16 p.m. on Tuesday, December 15, 2015, in the Council Chamber at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Daniel Bucio, 8 year old 3rd grader, from Miles Elementary School.

INVOCATION

The invocation was led by Mayor Macias.

PRESENTATIONS AND ANNOUNCEMENTS

Council presented a "Certificate of Appreciation" to Daniel Bucio for leading the Pledge of Allegiance.

Diana Molina of Mujeres de la Tierra gave a presentation on their Needs Assessment Program.

Huntington Park Elementary School Music Class was unable to attend.

Christina Dixon, Staff Analyst, City of Huntington Park's Public Works Department, gave a PowerPoint overview of the National Flood Insurance Program.

PUBLIC COMMENT

Motion: Council Member Pineda motioned for two Public Comment periods, one in the beginning of the agenda on agenda items only and one at the end of the agenda for non-agenda items, seconded by Vice Mayor Ortiz. Motion passed 4-1 by the following vote:

ROLL CALL:

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

1. Mario Rivas, GEA representative, spoke in regards to closed session item 3 requesting that the item either be tabled or the first MOU presented November 16, 2015, be considered.
2. Gary Gothman, AFSCME District Council 36 representative, spoke in support of closed session item 3 and the consideration of the first MOU presented November 16, 2015.
3. DeAnn D'Lean, commented on closed session item 3 and is opposed to the raises, feels the City is in debt and noted grants are paid by taxpayers.

PUBLIC COMMENT (continued)

4. Dr. Newman, spoke in regards to closed session item 3, feels there is separation between the elite and the employees, feels all employee should be considered as a group and if City can afford the increase then employees should receive the 4%, commented on studies regarding job descriptions with surrounding cities and being comparable.
5. Raul Rodriguez Jr., Coordinator for First Latinos, addressed raises to employees, feels City doesn't have the monies to give raises, suggested decreasing council income, thanked Council for allowing him to exercise his first amendment rights and express his opinions.
6. Wes Parker, We the People Rising, commented on increases, sale of drugs, and Federal Laws being broken.

STAFF RESPONSE - None

CLOSED SESSION

Mayor Macias requested that closed session item 3 be discussed at this time and then return to open session.

At 6:58 p.m. City Attorney Alvarez-Glasman announced item 1 will not be discussed this evening, item 3 would be discussed at this time and recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9 (d)(4)
Consideration of initiation of litigation – one potential case
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code section 54956.9(d)(4) - one matter
3. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City Manager
Employee Organization: General Employees Association (GEA)

At 7:21 p.m. Mayor Macias reconvened to open session. All Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman announced Council discussed closed session item 3, no action was taken nothing further to report. Item 2 will be held over to end of agenda.

CONSENT CALENDAR

Motion: Council Member Sanabria moved to approve Consent Calendar items, seconded by Vice Mayor Ortiz. Motion passed by one motion:

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):
1-1 Regular City Council Meeting held Tuesday, December 1, 2015.

FINANCE

2. Approved Accounts Payable and Payroll Warrants dated December 15, 2015.

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY MANAGER

3. Approve Resolution and the Memorandum of Understanding (MOU) with the Huntington Park General Employees' Association (GEA) Pending Ratification by the GEA

Motion: Vice Mayor Ortiz moved to approve, pending ratification by the General Employees' Association (GEA): Memorandum of Understanding (MOU) for the period January 1, 2016 through December 31, 2018, with amendments to Animal and Code Enforcement classification to include an additional \$400 uniform allowance and for the MOU to be ratified by the GEA by February 1, 2016, adopt Resolution No. 2015-47, approving and adopting a MOU with the Huntington Park GEA and rescinding Resolution Nos. 2015-03 and 2015-20, approve additional budget appropriation of \$67,490 in order to offset the balance needed for Fiscal Year 2015-2016 payroll expenditures, seconded by Council Member Sanabria. Motion passed by the following vote:

ROLL CALL:

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

PUBLIC COMMENT

1. Rick Loya, spoke in regards to purchasing flood insurance and El Nino, concerned with the heavy rains and city structures being able to handle the weather, noted FEMA had advised him to obtain flood insurance if living in a low flood area and asked that staff look into the city obtaining insurance.
2. Leticia Polizzi, Huntington Park Library, announced that the Friends of the Library and the Women's Club in collaborating with the LA County Fire Department and Assembly Member Miguel Santiago's Office will be hosting a toy give away at the Huntington Park Library on Saturday, December 19, 2015 at 2:30 p.m.
3. Rosa Rodriguez, stated she was a volunteer at the parks and that she wanted to volunteer at a dance that was taking place but was denied entrance to the event.
4. Nick Ioannidis, wished Council a Merry Christmas, announced he would be leaving the City soon due to his health, spoke about his citizenship in America, asked for amnesty to move from the City, changes he made to his property and feels he was terrorized, asked for justice and resignation of mayor.
5. William Morrison, acknowledged Nick, spoke in opposition of the City, noted he was Treasurer for the California Republican Assembly, remarked the City is doing wrong and he would audit City's records.
6. Robin Hvidston, We the People Rising, Remembrance Project, acknowledged Nick the Greek, commented on lawlessness, asked City to do the right thing and rescind the two appointments, appoint citizens and noted comments made by Council at the previous meeting.

At 7:49 p.m. Mayor Macias called for a RECESS.

At 7:59 p.m. Mayor Macias RECONVENED with all Council Members present.

7. Betty Retama, commented on the Rules of Decorum, laws being broken, feels Council isn't providing their undivided attention to the speakers and duties of City Attorney.
8. DeAnn D'Lean, We the People Rising, held up a pocket Constitution and referenced oaths and oaths taken by Council Members, held up signs regarding Constitution.

9. Sandra Orozco, wished everyone a Merry Christmas, spoke in support of Nick the Greek, acknowledged Officer Garcia, remarked forensic audit, commented on City Attorney, RFP process and spoke in opposition to Council Member Pineda.
10. Arthur Schaper, stated Hawthorne gives 5 minutes to speak, spoke in opposition to Council, commented on flood insurance, City Manager and illegal immigration, acknowledged Nick the Greek, noted a letter written by Council Member Amezcuita. Mr. Schaper closed with noting a letter to the District Attorney regarding violation of his rights.
11. Valentine Amezcuita, commented on comments made by Council Member Pineda regarding his absence, decreasing Council compensation, announced his reasons for his absences, acknowledged China's way of investing, and commented on the letter he wrote and contracts that were awarded.
12. Dr. Newman, spoke in support of Nick the Greek, commented on the two appointments and asked that they be removed, mentioned a request for a forensic audit, indebtedness that was questioned at the last meeting, stipend penalty for Council Member absences, read quotes and asked Council to do the right thing and conduct a forensic audit.
13. Wes Parker, acknowledged Nick the Greek, spoke in opposition of the City, commented on government, rule of law, civilization, and modern medicine.
14. Janet West, commented on the Maddy Act, order, points of order, votes by Council, remarked recall and referenced Maddy Act Sect. 54970.
15. Chris Castillo, Commented on the two appointments, acknowledged Nick the Greek and Council Member Amezcuita and announced if any one runs for candidacy he would provide his services for free.

STAFF RESPONSE

Mayor requested City Manager to follow up with Ms. Rodriguez.

Vice Mayor Ortiz requested staff to continue follow-up on the flood insurance.

City Manager Cisneros stated that currently an audit is being conducted. RFP process has been followed and is still being followed and with regard to employee positions RFP is not the process.

Mayor Macias allowed public comment to be reopened as requested by Mr. Raul Rodriguez to speak.

PUBLIC COMMENT

1. Raul Rodriguez, acknowledged Nick the Greek, spoke in opposition to council, commented on the two appointments and asked for them to resign and to appoint Francisco Rivera to a commission, again acknowledged Nick the Greek, remarked recall and jail to Council.

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezcuita, thanked all those who attended, reiterated his reasons for being absent, commented on the constant change to the public comment period and the freedom to speak and the right to express yourself, thanked those who stayed, would like to have the translator translate Spanish into English and vice versa, he explained the claim that was submitted by Nick previously, feels the RFP process is not being properly followed and feels if it is properly followed monies can be saved, going after grants, month-to-month contracts, commented on City Attorney contract and how he had proposed a Civil Attorney which he feels would save money and more loyalty to the City and residents, noted his swearing-in and his commitment to the city, commented on the Christmas decorations on Pacific Boulevard not well lit, thanked all, wished everyone a happy holiday season, Merry Christmas and a Happy New Year.

Council Member Jhonny Pineda, thanked all those who stayed, wished everyone a safe drive home, wished everyone happy holidays with friends and family.

Council Member Marilyn Sanabria, thanked the Police Department and Chief of Police for the security of all LAUSD students, thanked her colleagues for working hard and being active in the community, thanked all City employees for all their hard work and dedication, wished everyone happy holidays, prosperous new year's, and positive horizons.

Vice Mayor Graciela Ortiz, thanked Chief of Police and Police Department for collaborating with LAUSD to keep all the schools safe, appreciates all the hard work by staff and Police Officers, wished everyone a happy holiday season.

Mayor Karina Macias, thanked Chief of Police and Police Department for collaborating with LAUSD in helping the school and keep the kids safe, thanked all those who attended, noted all the hate and discrimination and public comments, thanked all the volunteers, staff and colleagues for hands on in the community, thanked all staff and employees for all the ongoing work and wished everyone best wished and happy holiday and may the new year bring new things your way, hopeful for a good coming year.

CLOSED SESSION (continued)

At 8:52 p.m. Assistant City Attorney Tapia recessed to closed session.

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code section 54956.9(d)(4) - one matter

At 9:14 p.m. Vice Mayor Ortiz reconvened to open session. All Council Members present with the exception of the Mayor.

CLOSED SESSION ANNOUNCEMENT

Assistant City Attorney Tapia announced Council discussed closed session item 2, no direction given, no action taken.

ADJOURNMENT

At 9:15 p.m. Vice Mayor Ortiz adjourned the City of Huntington Park City Council to a Regular City Council Meeting on Tuesday, January 5, 2016, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

Special Meeting of the
City of Huntington Park City Council
Wednesday, December 23, 2015

The special meeting of the City Council of the City of Huntington Park, California was called to order at 8:23 a.m. on Wednesday, December 23, 2015, in the Council Chamber at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

ROLL CALL

PRESENT: Mayor Karina Macias; Vice Mayor Graciela Ortiz and Council Members Valentin Palos Amezcuita, Jhonny Pineda, and Marilyn Sanabria. Other City Officials and employees: Edgar Cisneros City Manager; Arnold Alvarez-Glasman, City Attorney; Cosme Lozano, Chief of Police; Josette Espinosa, Director of Parks and Recreation; Art Cueto, Sr. Management Analyst; Michael Ackerman, City Engineer and Donna Schwartz, City Clerk.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Ortiz.

INVOCATION - None

PUBLIC COMMENT

1. Laura Herrera, spoke in regards to item 4 and contracts, questioned combi buses in city lot and if there's a lease, questioned if contract is going out to bid for bus services since it was done under an emergency situation, she noted the amount being transferred to the general fund to purchase vehicles, commented on city applying for grants and the special meeting that was arranged.

STAFF RESPONSE

City Manager Cisneros responded stating there is a lease agreement in place and that the vehicles are owned by the City, with regard to the emergency situation the current provider assumed a current contract that has not expired yet. The request to purchase new vehicles is because of the very poor condition the current vehicles are in and to keep the service up and running for the community.

CLOSED SESSION

At 8:50 a.m. City Attorney Alvarez-Glasman recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code section 54956.9(d)(4) - one matter

At 9:25 a.m. Mayor Macias reconvened to open session. All Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman announced Council discussed item 1, no action taken nothing further to report.

CONSENT CALENDAR

Vice Mayor Ortiz pulled Item 1 for separate discussion.

CITY CLERK

1. **Approve Request for Additional Appropriation to Contract Services with Granicus, Inc.**

Motion: Council Member Sanabria motioned to approve additional appropriation of \$8,287 to account 111-1010-411.56-41 to ensure budgetary sufficiency for FY 15-16 for Granicus Inc. for upgrade to video streaming software (Granicus Open Platform) and encoder (Granicus Encoding Appliance) and monthly management and hosting services and requested that staff look into other companies that could potentially offer lower monthly rates, seconded by Vice Mayor Ortiz. Motion passed by one motion.

FINANCE

2. Approve Accounts Payable and Payroll Warrants dated December 23, 2015

Motion: Council Member Sanabria motioned to approve warrants dated December 23, 2015, seconded by Vice Mayor Ortiz. Motion passed by one motion.

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY MANAGER

3. Discussion and/or Action on Agreement with HP Tow for Towing and Vehicle Storage Services for the Huntington Park Police Department and the City of Huntington Park

Motion: Council Member Sanabria motioned to approve Termination of agreement with HP Tow, authorize the City Manager and/or Chief of Police to Issue Notice of Termination to HP Tow and authorize the City Manager and Chief of Police to prepare Request for Proposals (RFP) for Towing and Vehicle Storage Services, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

FINANCE

4. Authorization to Replace Bus Numbers 962, 978, 369 and 961 with New Vehicles Purchased in a Not-To-Exceed Amount of \$260,000

Motion: Council Member Sanabria motioned to authorize the replacement of bus numbers 962, 978, 369 and 961 with Starcraft Allstar buses purchased from Creative Bus Sales, authorize the Interim Finance Director to transfer the amount of \$260,000 from the City's General Fund to the Vehicle and Equipment Replacement Fund, 748-0000-101.10-00 and approve a budget appropriation into account 748-8060-431.74-20 in a not-to-exceed amount of \$260,000, seconded by Vice Mayor Ortiz. Motion passed 4 to 1 by the following vote:

ROLL CALL:

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

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita, wished everyone a happy holiday, commented on the RFP process and previous request by HP Tow for increases stating he would vote against it and would like for contracts to be competitive, thanked staff, colleagues and residents, wished everyone a Merry Christmas and Happy New Year.

Council Member Jhonny Pineda, commented on transportation and safety and all vehicles city own to be well maintained, asked staff to look at other means for funds and wished everyone happy holidays and to have a great Christmas.

Council Member Marilyn Sanabria, thanked those who attended and wished everyone happy holidays and to be safe.

Vice Mayor Graciela Ortiz, wished everyone happy holidays.

Mayor Karina Macias, thanked staff, noted ítems on agenda were important, apologized for special meeting and wished everyone the best of holidays and happy birthday wishes to Chief of Police Lozano.

ADJOURNMENT

At 10:06 a.m. Mayor Macias adjourned the meeting in memory of Florencio Gomez, father of Jr. Deputy City Clerk Yesenia (Jessie) Gomez to a Regular City Council Meeting on Tuesday, January 5, 2016, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

City of Huntington Park List of Funds

Fund	Description	Fund	Description
111	General Fund	237	Community Planning
112	Waste Collection/Disposal	239	Federal CDBG Fund
114	Spec Events Contrib Rec	240	HUD EZ/EC Soc Sec Block
115	Contingency Fund	242	HUD Home Program
120	Special Revenue DNA ID	243	HUD 108 B03MC060566
121	Special Revnu Welfare Inm	245	EPA Brownfield
150	Emergency Preparedness	246	LBPHCP-Lead Base
151	Economic Development	247	Neighborhood Stabilization
201	Environmental Justice	248	Homelessness Prevention
212	P & R Grants	252	ABC
213	Park Facilities	275	Successor Agency
214	Recreation Field Charter	283	Sewer Maintenance Fund
216	Employees Retirement Fund	285	Solid Waste Mgmt Fund
217	OPEB	286	Illegal Disposal Abatemnt
219	Sales Tax-Transit Fund A	287	Solid Waste Recycle Grant
220	Sales Tax-Transit C	334	Ped/Bike Path Fund
221	State Gasoline Tax Fund	349	Capital Improvement Fund
222	Measure R	475	Public Financng Authority
223	Local Origin Program Fund	533	Business Improv Dist Fund
224	Office of Traffc & Safety	535	Strt Lght & Lndscp Assess
225	Cal Cops Fund	681	Water Department Fund
226	Air Quality Improv Trust	741	Fleet Maintenance
227	Offc of Criminal Justice	745	Worker's Compensation Fnd
228	Bureau of Justice Fund	746	Employee Benefit Fund
229	Police Forfeiture Fund	748	Veh & Equip Replacement
231	Parking System Fund	779	Deferred Comp. Trust Fund
232	Art in Public Places Fund	800	Pooled Cash
233	Bullet Proof Vest Grant	801	Pooled Cash Fund
234	Congressional Earmark	802	Pooled Interest
235	Federal Street Improvmnt		

**City of Huntington Park
Demand Register
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
1900 E SLAUSON AVE, LLC	21749-28326	681-0000-228.70-00	Deposit Refund	72.91	N
				72.91	
4IMPRINT INC	4366071	111-6020-451.61-35	Recreation Supplies	1,521.44	N
				1,521.44	
AAA ELECTRICAL SUPPLY INC	109269-00	535-8016-431.61-45	Street Lighting Supplies	426.63	N
				426.63	
ADAM GUILLEN	11/30-12/04/15	111-7010-421.59-15	Professional Development	15.00	N
				15.00	
ADAMSON POLICE PRODUCTS	INV199363	111-7010-421.61-22	Supplies / FTU	340.02	N
	INV199363-1	111-7010-421.61-22	Supplies / FTU	27.15	N
	INV199376	111-7010-421.61-22	Supplies / FTU	215.98	N
				583.15	
ADMIN SURE	9041	745-9030-413.33-70	Contractual Srv 3rd Party	7,080.40	N
				7,080.40	
AFSCME COUNCIL 36	PPE 12-20-2015	802-0000-217.60-10	Association Dues	680.40	Y
	PPE 01-03-2016	802-0000-217.60-10	Association Dues	680.40	Y
				1,360.80	
AIS SPECIALTY PRODUCTS, INC.	18980.I	111-8010-431.61-21	Materials	197.22	N
				197.22	
ALAN MORRIS	51630/56318	111-0000-228.20-00	Deposit Refund	150.00	N
				150.00	
ALEX J. ESCOBAR	01/11/2016	746-0218-413.35-10	Tuition Assistance	1,500.00	N
				1,500.00	
ALL CITY MANAGEMENT SERVICES	41557	111-7022-421.56-41	Contract/Other	3,102.33	N
	41700	111-7022-421.56-41	Contract/Other	5,827.57	N
				8,929.90	
ALVAREZ-GLASMAN & COLVIN	2015-11-14774	111-0220-411.32-70	Contractual Srv Legal	19,316.27	N
				19,316.27	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AMBIUS	8360LA286498	232-6010-419.73-10	Improvements	4,719.60	N
				4,719.60	
AMERI PRIDE UNIFORM SERVICES INC	1401256229	111-8020-431.61-20	Dept Supplies & Expense	217.95	N
	1401261565	111-8020-431.61-20	Dept Supplies & Expense	129.87	N
	1401265758	111-8020-431.61-20	Dept Supplies & Expense	128.12	N
	1401271633	111-8020-431.61-20	Dept Supplies & Expense	261.12	N
	1401256229	741-8060-431.61-20	Dept Supplies & Expense	30.98	N
	1401261565	741-8060-431.61-20	Dept Supplies & Expense	30.98	N
	1401265758	741-8060-431.61-20	Dept Supplies & Expense	30.98	N
	1401271633	741-8060-431.61-20	Dept Supplies & Expense	30.98	N
				860.98	
AMERICAN CELEBRATIONS	154153	239-7055-424.61-23	Neighborhood Improvement	17.71	N
				17.71	
AMERICAN EXPRESS	954000106	111-0110-411.66-05	Council Meeting Expenses	91.39	N
	242208	111-0110-411.66-05	Council Meeting Expenses	80.00	N
	1330213	111-0210-413.61-20	Dept Supplies & Expense	42.00	N
	146088	111-0230-413.61-20	Dept Supplies & Expense	50.00	N
	565665	111-0230-413.61-20	Dept Supplies & Expense	100.00	N
	145124	111-0230-413.61-20	Dept Supplies & Expense	49.15	N
	82349701	111-6020-451.61-35	Recreation Supplies	-119.21	N
	10280100219	111-6020-451.61-35	Recreation Supplies	39.11	N
	570	111-6020-451.61-35	Recreation Supplies	69.71	N
	8001966	111-6020-451.61-35	Recreation Supplies	453.47	N
	16476031	111-6020-451.61-35	Recreation Supplies	120.00	N
	7001371	111-6020-451.61-35	Recreation Supplies	72.88	N
	16591444	111-6020-451.61-35	Recreation Supplies	180.00	N
	UFIIIJMECJW	111-6020-451.61-35	Recreation Supplies	107.91	N
	1E75B4799FF	111-6030-451.61-35	Recreation Supplies	-351.00	N
	016731140	111-6030-451.61-35	Recreation Supplies	240.00	N

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AMERICAN EXPRESS	0005177717	111-7010-421.59-15	Professional Development	114.00	N
	00001935	111-7010-421.59-15	Professional Development	670.41	N
	537472	111-7010-421.61-20	Dept Supplies & Expense	40.04	N
	891242	111-7030-421.61-20	Dept Supplies & Expense	25.00	N
	0092277	111-7030-421.61-20	Dept Supplies & Expense	40.50	N
	5606912	111-7030-421.61-20	Dept Supplies & Expense	22.05	N
	00129431	111-7030-421.61-20	Dept Supplies & Expense	51.71	N
	162636	111-7030-421.61-20	Dept Supplies & Expense	50.00	N
	0221598	111-7030-421.61-20	Dept Supplies & Expense	42.71	N
	0814574	111-7030-421.61-20	Dept Supplies & Expense	52.96	N
	4836249	111-7030-421.61-20	Dept Supplies & Expense	56.41	N
	00153338	111-7030-421.61-20	Dept Supplies & Expense	52.84	N
	000011475	111-7030-421.61-20	Dept Supplies & Expense	53.00	N
	740280391	111-7030-421.61-20	Dept Supplies & Expense	272.50	N
	000034867	111-7030-421.61-20	Dept Supplies & Expense	51.09	N
	152957	111-7030-421.61-20	Dept Supplies & Expense	47.00	N
	512947	111-7030-421.61-20	Dept Supplies & Expense	65.71	N
	1598481	111-7030-421.61-20	Dept Supplies & Expense	85.71	N
	6892454	111-7030-421.61-20	Dept Supplies & Expense	65.96	N
	43922	111-7030-421.61-20	Dept Supplies & Expense	72.52	N
	611	111-7030-421.61-20	Dept Supplies & Expense	99.28	N
	015726377	222-4010-431.73-10	Improvements	31.85	N
	232420151	226-9010-419.74-20	Vehicle Replacements	74.50	N
	16160	681-8030-461.61-20	Dept Supplies & Expense	66.07	N
	10791201131	745-0230-413.59-15	Professional Development	85.00	N
	10791201132	745-0230-413.59-15	Professional Development	40.50	N
					3,554.73
AMERICAN FAMILY LIFE ASSURANCE	PPE 12-23-2015	802-0000-217.50-40	Life-Cancer Insurance	106.58	Y
	PPE 01-03-2016	802-0000-217.50-40	Life-Cancer Insurance	106.58	Y
				213.16	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
ANGELICA ESPINOZA	56374/56517	111-0000-347.50-00	Deposit Refund	35.00	N
				35.00	
ANTONIO HERNANDEZ	49550/56313	111-0000-228.20-00	Deposit Refund	110.00	N
	56170/56497	111-0000-228.20-00	Deposit Refund	150.00	N
	56170/56497	111-0000-347.30-00	Deposit Refund	110.50	N
	56170/56497	111-0000-347.70-00	Deposit Refund	317.00	N
				687.50	
ARROYO BACKGROUND INVESTIGATIONS	765	111-7010-421.56-41	Contract/Other	800.00	N
				800.00	
ARTURO ACOSTA	54705/56317	111-0000-228.20-00	Deposit Refund	150.00	N
				150.00	
ARTURO ZAVALA	2799	111-7010-421.61-20	Dept Supplies & Expense	440.00	N
				440.00	
AT&T MOBILITY	870062392X12142	111-7010-421.53-10	Telephone & Wireless	800.72	N
	832433777X12142	111-9010-419.53-10	Telephone & Wireless	70.56	N
	832433777X12142	111-6010-419.53-10	Telephone & Wireless	87.91	N
	832433777X12142	111-6010-419.53-10	Telephone & Wireless	39.16	N
				998.35	
AT&T PAYMENT CENTER	12/7/15-1/6/15	111-9010-419.53-10	Telephone & Wireless	81.39	N
	12/7/15-1/6/15	111-9010-419.53-10	Telephone & Wireless	196.54	N
	12/7/15-1/6/15	111-9010-419.53-10	Telephone & Wireless	101.81	N
	12/7/15-1/6/15	111-9010-419.53-10	Telephone & Wireless	33.40	N
	12/7/15-1/6/15	111-9010-419.53-10	Telephone & Wireless	33.46	N
	12/7/15-1/6/15	111-9010-419.53-10	Telephone & Wireless	33.46	N
	12/7/15-1/6/15	111-9010-419.53-10	Telephone & Wireless	33.46	N
				513.52	
BC TRAFFIC SPECIALIST	0003994-IN	224-7115-421.64-00	Memberships & Meetings	465.97	N
				465.97	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
BLACK AND WHITE EMERGENCY VEHICLES	988	229-7010-421.74-10	Equipment	4,472.68	N
				4,472.68	
BOB BARKER COMPANY INC.	WEB000406841	121-7040-421.56-14	Welfare Inmate Fd Expense	273.19	N
				273.19	
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 12/06/2015	802-0000-217.30-10	PERS	34,275.78	N
	PPE 12/06/2015	802-0000-218.10-10	PERS Employer	30,767.87	N
	PPE 12/06/2015	802-0000-218.10-10	PERS Employer	41,505.45	N
	100000014678260	216-0230-413.23-06	Replacement Benefit IRC	22,881.72	N
				129,430.82	
CALIFORNIA ASSOCIATION OF CODE	300001737	239-7055-424.59-10	Tuition & Training	77.90	N
				77.90	
CALIFORNIA QUAKES	50843/56369	111-0000-228.20-00	Deposit Refund	150.00	N
				150.00	
CALPERS	1918	802-0000-217.50-10	Health Insurance	151,165.45	N
	1918	746-0213-413.56-41	Contractual Srvc - Other	479.76	N
	1918	217-0230-413.28-00	Retiree Health Ins Premum	137,647.08	N
	1918	217-0230-413.56-41	Contractual Srvc - Other	479.75	N
				289,772.04	
CANON	15580366	111-9010-419.43-15	Financial Systems	693.88	N
				693.88	
CARLOS GOMEZ	5-FY-16	745-9030-413.56-41	Contractual Srvc - Other	300.00	N
				300.00	
CASA BONITA SENIOR APARTMENTS	01/01/16	242-5098-463.73-15	Improvement Affrdbble Hsng	8,212.74	N
				8,212.74	
CDW GOVERNMENT, INC.	BNN3824	111-7010-421.61-20	Dept Supplies & Expense	195.15	N
				195.15	
CELL BUSINESS EQUIPMENT	IN1742474	111-0110-411.43-05	Office Equip - O S & M	90.36	N
	IN1742474	111-0210-413.43-05	Office Equip - O S & M	90.37	N
	IN1742364	111-7010-421.44-10	Rent (Incl Equip Rental)	248.32	N
				429.05	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
CERRITOS DODGE INC	245158	741-8060-431.43-20	Vehicles - O S & M	222.96	N
				222.96	
CHARTER COMMUNICATIONS	1/2/16-2/1/16	111-9010-419.53-10	Telephone & Wireless	680.00	N
	12/31-1/30/16	121-7040-421.56-14	Welfare Inmate Fd Expense	1.92	N
				681.92	
CITY CLERKS ASSOCIATION OF CA	01/21/16	111-1010-411.59-15	Professional Development	40.00	N
				40.00	
CITY OF HUNTINGTON PARK - STANDARD	PPE 12-20-2015	802-0000-217.50-70	Life, ADD, LT Disability	919.39	N
	PPE 01-03-2016	802-0000-217.50-70	Life, ADD, LT Disability	898.06	N
				1,817.45	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 12-20-2015	802-0000-217.30-30	Med Reimb 125	537.52	Y
	PPE 01-03-2016	802-0000-217.30-30	Med Reimb 125	537.52	Y
				1,075.04	
CITY OF HUNTINGTON PARK GEA	PPE 12-20-2015	802-0000-217.60-10	Association Dues	135.45	Y
	PPE 01-03-2016	802-0000-217.60-10	Association Dues	135.45	Y
				270.90	
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 12-20-2015	802-0000-217.60-50	Legal Shield Plan	133.82	N
	PPE 01-03-2016	802-0000-217.60-50	Legal Shield Plan	122.32	N
				256.14	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 12-20-2015	802-0000-217.50-40	Life-Cancer Insurance	1,575.32	Y
	PPE 01-03-2016	802-0000-217.50-40	Life-Cancer Insurance	1,575.32	Y
				3,150.64	
COMSERCO, INC.	73520	741-8060-431.56-41	Contractual Srvc - Other	140.00	N
	73527	741-8060-431.56-41	Contractual Srvc - Other	1,002.00	N
				1,142.00	
CORCORAN QUALITY GRAPHICS, INC	2048	111-0210-413.56-41	Contractual Srvc - Other	6,213.73	N
				6,213.73	
COUNTY OF L.A. DEPT OF PUBLIC WORKS	15121707260	221-8014-429.56-41	Contractual Srvc - Other	277.47	N
				277.47	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
COUNTY OF L.A. PUBLIC LIBRARY	11/05/2015	239-5210-463.57-86	Homework Centr-HP Library	4,145.05	N
				4,145.05	
CRITICAL REACH	16-237	111-7030-421.61-20	Dept Supplies & Expense	565.00	N
				565.00	
DAISY HERNANDEZ	56383/56545	111-0000-347.50-00	Deposit Refund	75.00	N
				75.00	
DATA TICKET INC.	66853	239-7055-424.56-41	Contractual Srvc - Other	120.00	N
	58143	111-7065-441.56-41	Contractual Srvc - Other	349.00	N
	58811	111-7065-441.56-41	Contractual Srvc - Other	126.00	N
	62840	111-7065-441.56-41	Contractual Srvc - Other	2.40	N
	66903	111-7065-441.56-41	Contractual Srvc - Other	330.00	N
				927.40	
DATAPROSE, INC.	DP1503353	681-3022-415.53-20	Postage	1,577.62	N
	DP1503353	681-3022-415.56-41	Contractual Srvc - Other	979.74	N
				2,557.36	
DAVID TRAN	52865/56319	111-0000-228.20-00	Deposit Refund	150.00	N
				150.00	
DE LAGE LANDEN	48470818	111-0110-411.43-05	Office Equip - O S & M	67.25	N
	48470818	111-0210-413.43-05	Office Equip - O S & M	67.26	N
				134.51	
DELTA DENTAL	BE001435765	802-0000-217.50-20	Dental Insurance	8,998.99	N
				8,998.99	
DELTA DENTAL INSURANCE COMPANY	BE001432962	802-0000-217.50-20	Dental Insurance	3,220.61	N
				3,220.61	
DEPARTMENT OF ANIMAL CARE & CONTROL	12/15/2015	111-7065-441.56-41	Contractual Srvc - Other	6,987.48	N
				6,987.48	
DEPARTMENT OF JUSTICE	134943	111-7030-421.56-41	Contract/Other	548.00	N
				548.00	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
DF POLYGRAPH	2015-8	111-7010-421.56-41	Contract/Other	1,750.00	N
				1,750.00	
DHALI	7732	225-7120-421.74-10	Contract/Other	385.00	N
				385.00	
DISH NETWORK	1/12/16-2/11/16	111-7022-421.44-10	Rent (Incl Equip Rental)	64.08	N
				64.08	
DONALD H. MAYNOR	DHM 7188	111-3013-415.56-41	Contractual Srvc - Other	1,596.16	N
				1,596.16	
DORA CAMANERO	576095	111-0000-341.10-00	Application Refund	122.09	N
				122.09	
DORA RODRIGUEZ	55274/56553	111-0000-347.20-00	Deposit Refund	50.00	N
				50.00	
DOWNEY PLUMBING HEATING &	155466GM1	535-8016-431.73-10	Improvements	392.00	N
				392.00	
ERIC AVELAR	54906/55506	111-0000-228.20-00	Deposit Refund	500.00	N
				500.00	
ESTELA RAMIREZ	56303/56311	111-6060-466.33-20	Contractual Srv Class	41.60	N
				41.60	
EXPERT ROOTER	92000	111-6022-451.43-10	Buildings - O S & M	88.00	N
	91836	111-8022-419.43-10	Buildings - O S & M	88.00	N
				176.00	
F&A FEDERAL CREDIT UNION	PPE 12-20-2015	802-0000-217.60-40	Credit Union	15,056.50	Y
	PPE 01-03-2016	802-0000-217.60-40	Credit Union	15,056.50	Y
				30,113.00	
FACTORY MOTOR PARTS CO.	12-2059275	741-8060-431.43-20	Vehicles - O S & M	246.63	N
				246.63	
FAIR HOUSING FOUNDATION	4	239-5060-463.56-41	Contractual Srvc - Other	831.06	N
	5	239-5060-463.56-41	Contractual Srvc - Other	832.48	N
				1,663.54	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
FEDEX	5-268-23939	111-7010-421.61-20	Dept Supplies & Expense	6.61	N
				6.61	
FIRST CHOICE SERVICES	518731	111-9010-419.61-20	Dept Supplies & Expense	254.40	N
				254.40	
FLAVY MARTA	56228/56430	111-0000-228.20-00	Deposit Refund	500.00	N
				500.00	
GARDA CL WEST, INC.	10171294	111-9010-419.33-10	Bank Services	677.29	N
	20122385	111-9010-419.33-10	Bank Services	142.80	N
	10159464	111-9010-419.33-10	Bank Services	677.29	N
				1,497.38	
GIGIS HOLLYDALE APPLIANCE	25406	111-8020-431.43-10	Buildings - O S & M	636.90	N
				636.90	
GLOBALSTAR USA	10000007004902	111-7010-421.61-20	Dept Supplies & Expense	53.10	N
				53.10	
GUILLERMINA MENDEZ-GARCIA	32208584	111-0000-351.10-10	Citations	47.50	N
				47.50	
H P OFFICE SUPPLIES	381211	741-8060-431.43-20	Vehicles - O S & M	5.45	N
				5.45	
H.P. AUTOMOTIVE & TOW INC.	47790	111-7010-421.61-20	Dept Supplies & Expense	151.20	N
	48776	111-7010-421.61-20	Dept Supplies & Expense	151.20	N
				302.40	
HERNANDEZ SIGNS, INC.	1894	111-6020-451.61-35	Recreation Supplies	87.20	N
	1878	111-6020-451.61-35	Recreation Supplies	300.00	N
	1893	111-6020-451.61-35	Recreation Supplies	310.40	N
	1806	111-6020-451.61-35	Recreation Supplies	366.24	N
	1894	239-7055-424.61-23	Neighborhood Improvement	414.20	N
				1,478.04	
HILDA ESTRADA	1	111-0110-411.56-41	Contractual Srvc - Other	7,200.00	N
				7,200.00	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
HINDERLITER DE LLAMAS AND ASSOC	0024620-IN	111-9010-419.56-41	Contractual Srvc - Other	1,582.51	N
				1,582.51	
HONEYWELL INTERNATIONAL INC.	5234726642	111-7020-421.56-41	Contract/Other	6,405.84	N
	5234726642	111-6022-451.56-41	Contractual Srvc - Other	6,405.83	N
	5234726642	111-8022-419.56-41	Contractual Srvc - Other	6,405.84	N
				19,217.51	
HUNT.PARK POLICE ACTIVITES LEAGUE	12/22/2015	111-7010-421.61-20	Dept Supplies & Expense	272.23	N
	12/22/2015	239-7055-424.61-23	Neighborhood Improvement	100.88	N
				373.11	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 12-20-2015	802-0000-217.60-10	Association Dues	50.00	Y
	PPE 01-03-2016	802-0000-217.60-10	Association Dues	50.00	Y
				100.00	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 12-20-2015	802-0000-217.60-10	Association Dues	4,126.21	Y
	PPE 01-03-2016	802-0000-217.60-10	Association Dues	4,068.71	Y
				8,194.92	
HUNTINGTON PARK RUBBER STAMP CO.	0274852-IN	111-0120-413.61-15	Special Supplies	14.96	N
	0274852-IN	111-0121-413.61-15	Special Supplies	74.80	N
	0274852-IN	111-0122-413.61-15	Special Supplies	59.84	N
	0274767-IN	111-0230-413.61-20	Dept Supplies & Expense	147.11	N
				296.71	
ICRMA	2016-0030	745-9030-413.26-00	Workers Comp Premium	185.00	N
				185.00	
INLAND VET SUPPLY	249035	226-9010-419.74-20	Vehicle Replacements	19.48	N
	252013	226-9010-419.74-20	Vehicle Replacements	52.01	N
	258088	226-9010-419.74-20	Vehicle Replacements	94.95	N
				166.44	
INTER VALLEY POOL SUPPLY, INC	82568	681-8030-461.41-00	Water Resources/Purchase	245.34	N
	82567	681-8030-461.41-00	Water Resources/Purchase	244.23	N
	82318	681-8030-461.41-00	Water Resources/Purchase	245.61	N

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INTER VALLEY POOL SUPPLY, INC	82319	681-8030-461.41-00	Water Resources/Purchase	244.65	N
	82450	681-8030-461.41-00	Water Resources/Purchase	166.77	N
	82451	681-8030-461.41-00	Water Resources/Purchase	316.86	N
	81963	681-8030-461.41-00	Water Resources/Purchase	244.65	N
	82739	681-8030-461.41-00	Water Resources/Purchase	245.89	N
	83004	681-8030-461.41-00	Water Resources/Purchase	335.21	N
	83000	681-8030-461.41-00	Water Resources/Purchase	266.83	N
	82738	681-8030-461.41-00	Water Resources/Purchase	241.89	N
	83003	681-8030-461.41-00	Water Resources/Purchase	275.17	N
				3,073.10	
INTOXIMETERS	518117	224-7115-421.64-00	Dept Supplies & Expense	754.61	N
				754.61	
JAMES BYUNG MO CHUNG	21533-5178	681-0000-228.70-00	Deposit Refund	48.52	N
				48.52	
JAVIER MENDEZ	56264/56519	111-0000-228.20-00	Deposit Refund	500.00	N
				500.00	
JDS TANK TESTING & REPAIR INC	8141	741-8060-431.43-20	Vehicles - O S & M	135.00	N
				135.00	
JESSICA CHAVEZ	56370/56462	111-0000-347.50-00	Deposit Refund	55.00	N
				55.00	
JESUS GUTIERREZ	4078680 407R000	111-7030-421.61-20	Dept Supplies & Expense	175.20	N
	206407-10568	111-7030-421.61-20	Dept Supplies & Expense	111.00	N
				286.20	
JIMENEZ'S BRAKES & ALIGNMENTS INC	34617	741-8060-431.43-20	Vehicles - O S & M	45.00	N
				45.00	
JOHN R NOGUEZ	3093-1262	681-0000-228.70-00	Deposit Refund	91.04	N
				91.04	
KARINA MACIAS	56396/56520	111-0000-228.20-00	Deposit Refund	500.00	N
				500.00	

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KEYSTONE UNIFORM DEPOT	073579	111-7010-421.61-20	Dept Supplies & Expense	651.22	N
				651.22	
KONICA MINOLTA PREMIER FINANCE	294586151	111-7040-421.44-10	Rent (Incl Equip Rental)	1,251.31	N
				1,251.31	
KRISTEN GATCHELL	01/11/2016	746-0218-413.35-10	Tuition Assistance	1,500.00	N
				1,500.00	
KURT J. CAMP	HP00080	111-7030-421.56-41	Contract/Other	397.50	N
				397.50	
LA COUNTY SHERIFF'S DEPT	161879SS	111-7022-421.56-41	Contract/Other	698.84	N
				698.84	
LAC+USC MEDICAL CENTER	11011	111-7030-421.56-41	Contract/Other	1,460.00	N
				1,460.00	
LACMTA	52147/56391	111-0000-228.20-00	Deposit Refund	500.00	N
				500.00	
LAN WAN ENTERPRISE, INC	54047	111-9010-419.43-15	Financial Systems	616.82	N
	54074	111-9010-419.43-15	Financial Systems	2,223.02	N
	54087	111-7010-421.56-41	Contract/Other	1,962.16	N
	54001	741-8060-431.61-20	Dept Supplies & Expense	2,255.00	N
	54002	741-8060-431.61-20	Dept Supplies & Expense	1,188.00	N
	54003	741-8060-431.61-20	Dept Supplies & Expense	573.50	N
	54008	741-8060-431.61-20	Dept Supplies & Expense	2,586.93	N
				11,405.43	
LB JOHNSON HARDWARE CO #1	677487	535-6090-452.61-20	Dept Supplies & Expense	92.60	N
				92.60	
LEGAL SHIELD	12/15/2015	802-0000-217.60-50	Legal Shield Plan	289.90	N
				289.90	
LGP EQUIPMENT RENTALS INC	36230	221-8014-429.74-10	Equipment	1,798.50	N
	36216	535-8016-431.73-10	Improvements	1,602.30	N
				3,400.80	

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LIFE LINE SCREENING OF AMERICA	54058/56334	111-0000-228.20-00	Deposit Refund	500.00	N
				500.00	
LILIANA GARCIA	1/6/2016	111-7010-421.61-20	Dept Supplies & Expense	206.64	N
				206.64	
LOGAN SUPPLY COMPANY, INC.	85931	535-6090-452.61-20	Dept Supplies & Expense	43.16	N
				43.16	
LOS ANGELES BASEBALL LEAGUE, INC	52273/56367	111-0000-228.20-00	Deposit Refund	150.00	N
				150.00	
LOZADA'S TRANSMISSIONS INC.	4041	741-8060-431.43-20	Vehicles - O S & M	135.00	N
				135.00	
LPC INVESTMENTS LLC	21891-23926	681-0000-228.70-00	Deposit Refund	173.24	N
	21893-10864	681-0000-228.70-00	Deposit Refund	186.68	N
				359.92	
MAGNOLIA SCIENCE CENTER	54991/56320	111-0000-228.20-00	Deposit Refund	200.00	N
				200.00	
MANAGED HEALTH NETWORK	3200004033	802-0000-217.50-60	Employee Mental Wellness	1,361.36	N
				1,361.36	
MARITZA AGUILAR	3110530	111-0000-351.10-10	Citations	137.50	N
				137.50	
MARTHA QUIROZ	50564/56332	111-0000-228.20-00	Deposit Refund	150.00	N
				150.00	
MARX BROS FIRE EXTINGUISHER CO INC.	H076819	111-6022-451.56-41	Contractual Srvc - Other	75.00	N
				75.00	
MATSUMOTO CONSULTING LLC	16-01-04 HP	111-3013-415.56-41	Contractual Srvc - Other	3,600.00	N
				3,600.00	
MAYWOOD ACADEMY HIGH SCHOOL	46362/56368	111-0000-228.20-00	Deposit Refund	150.00	N
				150.00	
MAYWOOD MUTUAL WATER COMPANY, NO. 1	10/26-12/18/15	111-6022-451.62-10	Heat Light Water & Power	60.50	N
				60.50	

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MCCULLAH FENCE COMPANY	20151206	111-8020-431.43-10	Buildings - O S & M	1,965.00	N
				1,965.00	
MCMASTER-CARR SUPPLY CO.	44917124	111-6022-451.43-10	Buildings - O S & M	42.21	N
				42.21	
MICHAEL ACKERMAN	12/09/2015	111-4010-431.59-15	Professional Development	30.00	N
	62964866	111-4010-431.59-15	Professional Development	27.50	N
				57.50	
MUNISERVICES, LLC	39933	111-3013-415.56-41	Contractual Srvc - Other	4,788.48	N
				4,788.48	
NAPA PARTS WHOLESALE	146267	741-8060-431.43-20	Vehicles - O S & M	21.79	N
	146304	741-8060-431.43-20	Vehicles - O S & M	81.21	N
	146460	741-8060-431.43-20	Vehicles - O S & M	56.67	N
	147108	741-8060-431.43-20	Vehicles - O S & M	71.20	N
	147325	741-8060-431.43-20	Vehicles - O S & M	183.16	N
	147345	741-8060-431.43-20	Vehicles - O S & M	275.05	N
	147346	741-8060-431.43-20	Vehicles - O S & M	134.65	N
	147149	741-8060-431.43-20	Vehicles - O S & M	23.41	N
	147366	741-8060-431.43-20	Vehicles - O S & M	204.70	N
	147561	741-8060-431.43-20	Vehicles - O S & M	56.67	N
	147560	741-8060-431.43-20	Vehicles - O S & M	56.67	N
	148567	741-8060-431.43-20	Vehicles - O S & M	163.50	N
	148097	741-8060-431.43-20	Vehicles - O S & M	54.48	N
	149159	741-8060-431.43-20	Vehicles - O S & M	43.38	N
	148701	741-8060-431.43-20	Vehicles - O S & M	109.70	N
	149065	741-8060-431.43-20	Vehicles - O S & M	228.77	N
				1,765.01	
NATION WIDE RETIREMENT SOLUTIONS	PPE 12-20-2015	802-0000-217.40-10	Deferred Compensation	18,263.85	Y
	PPE 01-03-2016	802-0000-217.40-10	Deferred Compensation	18,263.91	Y
				36,527.76	
NATIONAL NOTARY ASSOCIATION	12/17/2015	111-7010-421.59-15	Professional Development	98.00	N
				98.00	

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NORMA URENA	55545/56168	111-6060-466.33-20	Contractual Srv Class	246.40	N
				246.40	
OEM AUTO PAINT SUPPLIES	87743	535-6090-452.61-20	Dept Supplies & Expense	661.39	N
				661.39	
OK PRINTING DESIGN & DIGITAL PRINT	128	111-0110-411.61-20	Dept Supplies & Expense	369.90	N
	119	111-6010-451.61-20	Dept Supplies & Expense	300.00	N
	117	111-7010-421.61-20	Dept Supplies & Expense	67.25	N
	125	111-8010-431.61-21	Materials	1,072.25	N
	119	111-6020-451.61-35	Recreation Supplies	350.00	N
	119	111-6030-451.61-35	Recreation Supplies	200.00	N
	119	111-6040-451.61-35	Recreation Supplies	250.00	N
	127	231-7060-421.61-20	Dept Supplies & Expense	67.25	N
	119	239-6060-466.61-20	Dept Supplies & Expense	381.00	N
				3,057.65	
OPPORTUNITIES FOR LEARNING	44490/56438	111-0000-228.20-00	Deposit Refund	150.00	N
				150.00	
PAC HP HOLDINGS LLC	DEC 2015	111-7022-421.44-10	Rent (Incl Equip Rental)	121.55	N
	JAN 2016	111-7022-421.44-10	Rent (Incl Equip Rental)	121.55	N
				243.10	
PARS	32695	111-9010-419.56-41	Contractual Srv - Other	469.07	N
	33094	111-9010-419.56-41	Contractual Srv - Other	388.28	N
	33196	217-0230-413.56-41	Contractual Srv - Other	2,185.45	N
				3,042.80	
PENSKE CHEVROLET	188186	741-8060-431.43-20	Vehicles - O S & M	309.32	N
	188244	741-8060-431.43-20	Vehicles - O S & M	421.57	N
	188268	741-8060-431.43-20	Vehicles - O S & M	439.40	N
	188295	741-8060-431.43-20	Vehicles - O S & M	218.33	N
				1,388.62	

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PIRTEK COMMERCE SOUTH	S2200163.001	741-8060-431.43-20	Vehicles - O S & M	1,190.22	N
	S2202658.001	741-8060-431.43-20	Vehicles - O S & M	221.10	N
	S2202648.001	741-8060-431.43-20	Vehicles - O S & M	399.74	N
	S2199718.001	741-8060-431.43-20	Vehicles - O S & M	944.89	N
				2,755.95	
PITNEY BOWES	7265887-DC15	111-9010-419.44-10	Rent (Incl Equip Rental)	834.57	N
	2804344-DC15	111-7040-421.56-41	Contract/Other	541.92	N
				1,376.49	
PRO LINE GYMNASIUM FLOORS	1960	111-6010-451.43-25	Equipment - O S & M	1,350.00	N
	1960	111-6022-451.43-10	Buildings - O S & M	1,350.00	N
				2,700.00	
PRUDENTIAL OVERALL SUPPLY	50811824	111-7010-421.61-20	Dept Supplies & Expense	17.87	N
	50806751	111-7010-421.61-20	Dept Supplies & Expense	17.87	N
	50816742	111-7010-421.61-20	Dept Supplies & Expense	17.87	N
	50806752	111-8022-419.43-10	Buildings - O S & M	29.00	N
				82.61	
QUALITY CODE PUBLISHING LLC	2015-448	111-1010-411.56-41	Contractual Srvc - Other	927.14	N
				927.14	
RAFAEL PRIETO	52141/56335	111-0000-228.20-00	Deposit Refund	150.00	N
				150.00	
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0318860-IN	111-8020-431.43-10	Buildings - O S & M	327.00	N
				327.00	
RAUL OSORIO	51440/56365	111-0000-228.20-00	Deposit Refund	150.00	N
				150.00	
RICK CURIEL	4078681 407R000	111-7030-421.61-20	Dept Supplies & Expense	175.20	N
				175.20	
RICOH USA, INC.	5039617601	111-6010-451.56-41	Contractual Srvc - Other	117.41	N
				117.41	

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ROBERTO JIMENEZ	20201-2748	681-0000-228.70-00	Deposit Refund	76.55	N
				76.55	
ROSA ANA CHOPIN	32204314	111-0000-351.10-10	Citations	47.50	N
				47.50	
SAFETY KLEEN	68602987	741-8060-431.43-20	Vehicles - O S & M	550.32	N
				550.32	
SANCHEZ AWARDS	729	111-0110-411.61-20	Dept Supplies & Expense	78.48	N
				78.48	
SANTA FE BUILDING MAINTENANCE	14498	111-6020-451.56-41	Contractual Srvc - Other	255.00	N
	14499	111-6020-451.56-41	Contractual Srvc - Other	400.00	N
	14500	111-6020-451.56-41	Contractual Srvc - Other	200.00	N
				855.00	
SIGNAL TRIBUNE NEWSPAPER	52030	111-4010-431.54-00	Advertising & Publication	85.50	N
				85.50	
SMART & FINAL	504722	111-6020-451.61-35	Recreation Supplies	131.61	N
	189185	111-7010-421.61-20	Dept Supplies & Expense	128.07	N
				259.68	
SMITH FASTENER	59775	535-6090-452.61-20	Dept Supplies & Expense	77.76	N
				77.76	
SOUTHERN CALIFORNIA EDISON	11/25-12/28/15	535-8016-431.62-10	Heat Light Water & Power	48.30	N
	11/4/15-12/7/15	535-8016-431.62-10	Heat Light Water & Power	17,757.68	N
	11/4/15-12/7/15	535-8016-431.62-10	Heat Light Water & Power	7,891.10	N
	11/18-12/18/15	111-8020-431.62-10	Heat Light Water & Power	1,038.69	N
	11/2/15-12/3/15	111-6022-451.62-10	Heat Light Water & Power	5,225.08	N
	11/21-12/22/15	111-8022-419.62-10	Heat Light Water & Power	1,988.84	N
	11/2/15-12/3/15	111-8022-419.62-10	Heat Light Water & Power	1,083.37	N
	11/4/15-12/7/15	231-3024-415.62-10	Heat Light Water & Power	802.30	N
	11/2/15-12/3/15	681-8030-461.62-20	Power Gas & Lubricants	12,872.39	N
				48,707.75	

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SPARKLETTS	15142085 121015	111-3010-415.61-20	Dept Supplies & Expense	142.67	N
	14430181 121015	111-0230-413.61-20	Dept Supplies & Expense	16.55	N
	15187658 122315	741-8060-431.43-20	Vehicles - O S & M	19.90	N
				179.12	
STACY MEDICAL CENTER	3160-14339	111-7022-421.56-15	Prisoner Medical Services	1,520.00	N
	3160-14272	111-7022-421.56-15	Prisoner Medical Services	565.00	N
				2,085.00	
STANDARD INSURANCE COMPANY	JANUARY 2016	802-0000-217.50-70	Life, ADD, LT Disability	1,976.33	N
				1,976.33	
STAPLES ADVANTAGE	8036998793	111-0110-411.61-20	Dept Supplies & Expense	402.06	N
	8036998793	111-0210-413.61-20	Dept Supplies & Expense	75.02	N
	8036998793	111-1010-411.61-20	Dept Supplies & Expense	7.55	N
	8036998793	111-3010-415.61-20	Dept Supplies & Expense	764.34	N
	8036998793	111-6010-451.61-20	Dept Supplies & Expense	121.68	N
	8036998793	111-7010-421.61-20	Dept Supplies & Expense	83.75	N
	8036998793	111-8010-431.61-21	Materials	81.48	N
	8036998793	111-0230-413.61-20	Dept Supplies & Expense	152.58	N
	8036998793	111-7030-421.61-20	Dept Supplies & Expense	74.08	N
	8036998793	111-7040-421.61-32	Dept Supplies Comm Center	352.03	N
8036998793	239-7055-424.61-23	Neighborhood Improvement	70.31	N	
				2,184.88	
STAPLES CREDIT PLAN	20848	111-8020-431.61-20	Dept Supplies & Expense	30.17	N
				30.17	
STEAMX, LLC	39456	741-8060-431.43-20	Vehicles - O S & M	1,726.24	N
				1,726.24	
STEVEN A. THORESON	10/20-10/23/15	111-7010-421.59-15	Professional Development	78.78	N
	09/21-09/24/15	111-7010-421.59-20	Professional Develop Post	111.32	N
	9/28-10/09/15	111-7010-421.59-20	Professional Develop Post	304.75	N
				494.85	
SUNGARD PUBLIC SECTOR INC.	113132	111-3010-415.59-15	Professional Development	320.00	N
	112154	111-9010-419.43-15	Financial Systems	10,646.57	N
				10,966.57	

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SUSAN CRUM	01/11/2016	746-0218-413.35-10	Tuition Assistance	805.39	N
				805.39	
TELEPACIFIC COMMUNICATIONS	73697708-0	111-9010-419.53-10	Telephone & Wireless	1,536.83	N
				1,536.83	
THE DUMBELL MAN FITNESS EQUIPMENT	33851	111-6010-451.43-25	Equipment - O S & M	331.75	N
				331.75	
THE GAS COMPANY	11/4/15-12/7/15	111-7020-421.62-10	Heat Light Water & Power	539.90	N
	11/4/15-12/7/15	111-8020-431.62-10	Heat Light Water & Power	431.09	N
	11/4/15-12/7/15	111-6022-451.62-10	Heat Light Water & Power	381.33	N
	11/4/15-12/7/15	111-8022-419.62-10	Heat Light Water & Power	357.57	N
	11/4/15-12/7/15	681-8030-461.62-20	Power Gas & Lubricants	11.42	N
				1,721.31	
THE PUN GROUP, LLP	2015-0312	111-9010-419.32-40	Audit Fees	10,000.00	N
				10,000.00	
TIERRA WEST ADVISORS, INC	HP-1115	222-4010-431.56-41	Contractual Srvc - Other	13,607.50	N
				13,607.50	
TRANSTECH ENGINEERS, INC.	15101808	111-4010-431.56-62	Contract Engineer Service	1,500.00	N
	15111802	111-4010-431.56-62	Contract Engineer Service	8,832.86	N
	15101803	111-5010-419.56-49	Contract Bldng Inspection	1,500.00	N
	15101804	111-5010-419.56-49	Contract Bldng Inspection	65.00	N
	15111801	111-5010-419.56-49	Contract Bldng Inspection	67,031.29	N
	15121704	111-5010-419.56-49	Contract Bldng Inspection	3,062.50	N
	15121705	111-5010-419.56-49	Contract Bldng Inspection	97.50	N
	15121709	111-5010-419.56-49	Contract Bldng Inspection	332.50	N
	15101806	221-4010-431.73-10	Improvements	3,240.00	N
	15101807	221-4010-431.73-10	Improvements	360.00	N
	15101811	221-4010-431.73-10	Improvements	270.00	N
	15101812	221-4010-431.73-10	Improvements	90.00	N
	15101813	221-4010-431.73-10	Improvements	90.00	N
	15101814	221-4010-431.73-10	Improvements	90.00	N

**City of Huntington Park
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
TRANSTECH ENGINEERS, INC.	15101815	221-4010-431.73-10	Improvements	90.00	N
	15101816	221-4010-431.73-10	Improvements	45.00	N
	15101817	221-4010-431.73-10	Improvements	450.00	N
	15101818	221-4010-431.73-10	Improvements	540.00	N
	15101819	221-4010-431.73-10	Improvements	540.00	N
	15101820	221-4010-431.73-10	Improvements	540.00	N
	15101821	221-4010-431.73-10	Improvements	180.00	N
	15121707	221-4010-431.73-10	Improvements	1,890.00	N
	15121712	221-4010-431.73-10	Improvements	360.00	N
	15121713	221-4010-431.73-10	Improvements	270.00	N
	15121714	221-4010-431.73-10	Improvements	270.00	N
	15121715	221-4010-431.73-10	Improvements	725.00	N
	15121716	221-4010-431.73-10	Improvements	360.00	N
	15121717	221-4010-431.73-10	Improvements	540.00	N
	15121718	221-4010-431.73-10	Improvements	450.00	N
	15121719	221-4010-431.73-10	Improvements	360.00	N
	15121720	221-4010-431.73-10	Improvements	450.00	N
	15121721	221-4010-431.73-10	Improvements	450.00	N
	15121722	221-4010-431.73-10	Improvements	2,655.00	N
	15121723	221-4010-431.73-10	Improvements	450.00	N
	15121724	221-4010-431.73-10	Improvements	90.00	N
	15121725	221-4010-431.73-10	Improvements	90.00	N
	15121711	222-4010-431.73-10	Improvements	180.00	N
15121708	226-9010-419.74-20	Vehicle Replacements	270.00	N	
				98,806.65	
TRIACTIVE AMERICA	151204P1	535-6090-452.61-20	Dept Supplies & Expense	177.00	N
				177.00	
TRIMMING LAND CO INC	3060	535-6090-452.56-60	Contract Landscape Labor	650.00	N
				650.00	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
TYCO INTEGRATED SECURITY LLC	25586060	111-6022-451.56-41	Contractual Srvc - Other	200.00	N
	25586072	111-6022-451.56-41	Contractual Srvc - Other	351.79	N
	25586071	111-6022-451.56-41	Contractual Srvc - Other	262.37	N
				814.16	
U.S. BANK	PPE 12-20-2015	802-0000-217.30-20	PARS	2,034.46	Y
	PPE 12-20-2015	802-0000-217.30-20	PARS	2,487.73	Y
	PPE 12-20-2015	802-0000-218.10-05	PARS EMPLOYER	11,277.65	Y
	PPE 01-03-2016	802-0000-217.30-20	PARS	1,328.02	Y
	PPE 01-03-2016	802-0000-217.30-20	PARS	2,610.06	Y
	PPE 01-03-2016	802-0000-218.10-05	PARS EMPLOYER	8,557.11	Y
	PPE 01-03-2016	802-0000-218.10-05	PARS EMPLOYER	3,275.00	Y
				31,570.03	
U.S. HEALTH WORKS	2821499-CA	111-0230-413.56-41	Contractual Srvc - Other	502.00	N
	2824915-CA	111-0230-413.56-41	Contractual Srvc - Other	39.00	N
	2827503-CA	111-0230-413.56-41	Contractual Srvc - Other	394.00	N
	2830903-CA	111-0230-413.56-41	Contractual Srvc - Other	371.00	N
				1,306.00	
UNDERGROUND SERVICE ALERT OF SO CAL	1120150129	221-8014-429.56-41	Contractual Srvc - Other	99.00	N
	1220150123	221-8014-429.56-41	Contractual Srvc - Other	144.00	N
				243.00	
UNIFIED NUTRIMEALS	1553	111-6055-451.57-42	Youth Nutrition Program	1,011.50	N
	1557	111-6055-451.57-42	Youth Nutrition Program	303.45	N
				1,314.95	
UNITED ROCK PRODUCTS	625433	535-6090-452.61-20	Dept Supplies & Expense	1,394.19	N
				1,394.19	
UNITED WAY OF GREATER	PPE 12-20-2015	802-0000-217.60-20	United Way	5.00	N
	PPE 01-03-2016	802-0000-217.60-20	United Way	5.00	N
				10.00	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
US BANK	4039273	111-9010-419.56-41	Contractual Srvc - Other	4,200.00	N
	4113800	231-9025-415.56-41	Contractual Srvc - Other	2,782.50	N
				6,982.50	
VERIZON WIRELESS	9757350979	111-0210-413.53-10	Cell Phone Allowance	229.95	N
				229.95	
VICTOR RODRIGUEZ	49695/56518	111-0000-228.20-00	Deposit Refund	150.00	N
				150.00	
VINCENT CROOKS	51857/56314	111-0000-228.20-00	Deposit Refund	172.00	N
				172.00	
WALTERS WHOLESALE ELECTRIC COMPANY	2003315-00	111-8022-419.43-10	Buildings - O S & M	312.24	N
				312.24	
WAUSAU TILE, INC.	494310	220-8070-431.61-20	Dept Supplies & Expense	1,977.26	N
				1,977.26	
WELLS FARGO	11/07/2015	111-0110-411.53-10	Cell Phone Allowance	22.90	N
	43	111-0110-411.66-05	Council Meeting Expenses	139.64	N
	12/28/2015	111-0110-411.66-05	Council Meeting Expenses	42.33	N
	11/07/2015	111-0210-413.53-10	Cell Phone Allowance	12.58	N
				217.45	
WELLS FARGO BANK-FIT	PPE 12-20-2015	802-0000-217.20-10	Federal W/Holding	56,999.84	Y
	PPE 01-03-2016	802-0000-217.20-10	Federal W/Holding	48,445.58	Y
				105,445.42	
WELLS FARGO BANK-MEDICARE	PPE 12-20-2015	802-0000-217.10-10	Medicare	7,386.54	Y
	PPE 01-03-2016	802-0000-217.10-10	Medicare	6,647.99	Y
				14,034.53	
WELLS FARGO BANK-SIT	PPE 12-20-2015	802-0000-217.20-20	State W/Holding	19,070.82	Y
	PPE 01-03-2016	802-0000-217.20-20	State W/Holding	15,821.85	Y
				34,892.67	
WEST GOVERNMENT SERVICES	833043012	111-7030-421.56-41	Contract/Other	437.67	N
				437.67	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
XEROX CORPORATION	082841148	111-8020-431.43-05	Office Equip - O S & M	98.25	N
	082841149	111-7030-421.44-10	Rent (Incl Equip Rental)	501.37	N
	082841148	681-8030-461.43-05	Office Equip - O S & M	98.26	N
	082841148	285-8050-432.43-05	Office Equip - O S & M	98.25	N
				796.13	
XPRESS FLEETWASH LLC	5493	741-8060-431.43-20	Vehicles - O S & M	1,267.00	N
				1,267.00	
YAZMIN CHAVEZ	17254	111-0230-413.56-41	Contractual Srvc - Other	40.00	N
	39184	111-0230-413.64-05	Employee Recognition	126.44	N
	151216201158	111-0230-413.64-05	Employee Recognition	66.76	N
	8784	111-0230-413.64-05	Employee Recognition	10.00	N
				243.20	
YENSI ESPINOZA	55893/56429	111-0000-228.20-00	Deposit Refund	250.00	N
				250.00	
YESENIA GOMEZ	12/10/2015	111-1010-411.59-15	Professional Development	19.21	N
				19.21	
YVONNE G. MORENO	12/06/15	111-0110-411.61-20	Dept Supplies & Expense	29.50	N
	53540065345	111-0110-411.61-20	Dept Supplies & Expense	55.06	N
				84.56	
ZEE MEDICAL, INC.	140774271	111-6010-451.56-41	Contractual Srvc - Other	177.47	N
	140774320	741-8060-431.43-20	Vehicles - O S & M	147.04	N
				324.51	
				1,110,841.05	



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

January 19, 2016

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

Dear Mayor and Members of the City Council:

ADOPTION OF AMENDMENT NO. ONE (SUBSTANTIAL) TO THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2015/16-2019/20 CONSOLIDATED PLAN AND THE 2015/16 ANNUAL ACTION PLAN

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Take public testimony;
3. Approve Amendment Number One (Substantial) to the 2015/16-2019/20 Consolidated Plan and 2015/16 Annual Action Plan, inclusive of any comments made during the previous 30-day public review period and during this evening's public hearing;
4. Authorize City Manager to transmit the amended components of the 2015/16-2019/20 Consolidated Plan and 2015/16 Annual Action Plan to the U.S. Department of Housing and Urban Development Department (HUD); and
5. Authorize City Manager to Amend the Subrecipient Agreements with Department of Parks and Recreation not to exceed \$92,354 and County of Los Angeles Library not to exceed \$15,000.
6. Authorize the Finance Director to make the necessary appropriation and adjustment to the City Budget

ADOPTION OF AMENDMENT NO. ONE (SUBSTANTIAL) TO THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2015/16-2019/20 CONSOLIDATED PLAN AND THE 2015/16 ANNUAL ACTION PLAN

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of this agenda item is to present Amendment Number One (Substantial) to the FY 2015/16-2019/20 Consolidated Plan and FY 2015/16 Annual Action Plan. In May 2015, the Mayor and City Council approved the FY 2015/16-2019/20 Consolidated Plan and FY 2015/16 Annual Action Plan (Plans) for the use of CDBG and HOME Entitlement funds. When the City contemplates making substantial revisions to its adopted Plans, a "Substantial" Amendment is necessary.

Staff proposes the following substantial actions to the 2015/16-2019/20 Consolidated Plan and the FY 2015/16 Annual Action Plan:

- Cancel the L.E.A.D. project and reallocate CDBG public service funds of \$15,000 to other eligible public service activities.
- Cancel the Southeast Churches Service Center project and reallocate CDBG public service funds of \$5,000 to other eligible public service activities.
- Cancel the Salvation Army Southeast Communities Family Services Program and reallocate CDBG public service funds of \$5,000 to other eligible public service activities.
- Increase the Parks and Recreation After School Program by \$11,296 from \$81,060 to \$92,356 in CDBG public service funds.
- Increase the Huntington Park Library Homework Center Program by \$5,000 from \$10,000 to \$15,000 in CDBG public service funds.
- Fund a new public service program, the Hire Huntington Park Youth, Workforce, and Civic Engagement Pilot Program, with \$5,000 in CDBG public service funds.
- Approve a subrecipient agreement with Hub Cities Consortium to administer the Huntington Park Business Assessment and Economic Development Program with \$25,000 in CDBG funds already allocated in the FY 2015/16 Annual Action Plan for a Business Assistance and Economic Development Program.

ADOPTION OF AMENDMENT NO. ONE (SUBSTANTIAL) TO THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2015/16-2019/20 CONSOLIDATED PLAN AND THE 2015/16 ANNUAL ACTION PLAN

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In summary, Amendment Number One (Substantial) revises the FY 2015/16 Annual Action Plan as follows:

<u>Activity</u>	<u>Current Allocation</u>	<u>Proposed Substantial Amendment #1 Revisions</u>	<u>Amended Allocation</u>
Project L.E.A.D.	\$15,000	(\$15,000)	Cancel Activity
Southeast Churches Service Center	\$5,000	(\$5,000)	Cancel Activity
Salvation Army Southeast Communities Family Services	\$5,000	(\$5,000)	Cancel Activity
Parks and Recreation After School Program	\$81,060	\$11,296	\$92,356
Huntington Park Library Homework Center	\$10,000	\$5,000	\$15,000
Hire HP Youth, Workforce and Civic Engagement Pilot Program	\$0	\$5,000	\$5,000 (new)
HP Business Assessment and Economic Development Program	\$24,600	\$400	\$25,000

Cancellation of the Project L.E.A.D Program

The L.E.A.D program was canceled due to programming issues that required the Police Department to reassess and suspend the program until they completed a thorough evaluation of the program.

Cancellation of the Southeast Churches Service Center Program

Southeast Churches Service Center Program decided to withdraw their funding request. The funding amount of \$5,000 is below their grant threshold to be feasible to administer.

Cancellation of the Salvation Army Southeast Communities Family Services Program

The Salvation Army, was not able to submit all the necessary documentation to enter into a subrecipient agreement contract with the City.

Increase Allocation to the Parks and Recreation After School Program

ADOPTION OF AMENDMENT NO. ONE (SUBSTANTIAL) TO THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2015/16-2019/20 CONSOLIDATED PLAN AND THE 2015/16 ANNUAL ACTION PLAN

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The Parks and Recreation Program is proposing to add an HP Summer Swim Program as a component to the After School Program. To implement this program expansion, staff is proposing to increase the Parks and Recreation After School Program budget to \$92,356, an increase of \$11,296.

Increase Allocation to the Huntington Park Library Homework Center Program

Currently, the Huntington Park Library is being funded in the amount of \$10,000 staff and City Council is increasing the total funding to \$15,000 to assist more students from Huntington Park.

New Allocation to the Hire HP Youth, Workforce and Civic Engagement Pilot Program

Staff is proposing that \$5,000 in CDBG public service funds be allocated to the Hire Huntington Park Youth, Workforce, and Civic Engagement Pilot Program. This program is designed as a 7-week internship program targeting local Huntington Park high school juniors and seniors, as well as freshman college students. The program will provide support for local youth by building their workforce readiness skills and experience with local businesses and City departments. Interns will end their summer experience by attending a UCLA Unicamp whereby youth participants will participate in a one-week wilderness camping team building experience. Overall, the program provides tutoring, literacy, employment preparation, supportive services, and leadership development.

Approve a Subrecipient Agreement with Hub Cities Consortium for the Huntington Park Business Assessment and Economic Development Program

The City's business assistance and economic development program, to be administered by the Hub Cities Consortium via a subrecipient agreement with the City of Huntington Park, will outreach to businesses in the city. The program, called the Huntington Park Business Assessment and Economic Development Program, will offer services including: free Labor Market Survey Analyses (LMSA); Business Needs Analyses (BNA); employment/job training; and job placement. The goal of Hub Cities Consortium is to offer valuable resources, expertise, and business assistance tools to the business community. The City's 2015/16 Annual Action Plan already has budgeted \$24,600 in CDBG funds for this program; staff is now requesting that the \$25,000 be given to Hub Cities Consortium for administration of the program.

ADOPTION OF AMENDMENT NO. ONE (SUBSTANTIAL) TO THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2015/16-2019/20 CONSOLIDATED PLAN AND THE 2015/16 ANNUAL ACTION PLAN

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FISCAL IMPACT/FINANCING

This agenda item approves an amendment to previously approved entitlements and expenditures for CDBG funding sources. There is no fiscal impact to the General Fund with this agenda item. The following modification to the City's budget will need to take place:

<u>Activity</u>	<u>Account Number</u>	<u>Current Budget</u>	<u>Amended Amount</u>
Project L.E.A.D.	239-7010-421.59-45	\$15,000	\$0
Southeast Churches Service Center	239-5210-463.57-83	\$5,000	\$0
Salvation Army Southeast Communities Family Services	239-5210-463.57-85	\$5,000	\$0
Parks and Recreation After School Program	239-6060-465.56-41	\$0	\$10,796
Huntington Park Library Homework Center	239-5210-463.57-86	\$10,000	\$15,000
Hire HP Youth, Workforce and Civic Engagement Pilot Program	239-5210-463.57-88	\$0	\$5,000 (new)
HP Business Assessment and Economic Development Program	239-5035-465.56-41	\$21,000	\$21,400

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Consolidated Plan provides a strategic framework for the City's housing and community development goals over a five-year period (2015/16 - 2016/20) and sets the vision for allocating federal resources to housing, homelessness, community development and special needs. The Annual Action Plan is a funding strategy that articulates the City's utilization of HUD grant funds and other available resources to undertake programs and projects that will help the City meet the goals and objectives outlined in the Five-Year Consolidated Plan. The City's Citizen Participation Plan (adopted by City Council in May 2015) requires that whenever the City reallocates CDBG or HOME funds during a fiscal year to an activity previously not listed in the Annual Action Plan or if there is a change in program allocation, a public comment period and public hearing must be held.

CONTRACTING PROCESS

Staff followed amendment protocols established in the HUD-mandated Citizen Participation Plan. Staff published a public notice on December 17, 2015 initiating a 30-day public comment period. Furthermore, tonight's public hearing fulfills the citizen

ADOPTION OF AMENDMENT NO. ONE (SUBSTANTIAL) TO THE CITY OF HUNTINGTON PARK'S FISCAL YEAR 2015/16-2019/20 CONSOLIDATED PLAN AND THE 2015/16 ANNUAL ACTION PLAN

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participation requirement in the City's Citizen Participation Plan and, upon adoption of the Amended FY 2015/16-2019/20 Consolidated Plan and the Amended the FY 2015/16 Annual Action Plan, completes the amendment process.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORTS

Neither this public hearing nor a subsequent action by the City Council to adopt the Amended Fiscal Year 2015/16-2019/20 Consolidated Plan and the Amended 2015/16 Annual Action Plan constitute a project and, thus, will not invoke an environmental review under Part 58, the implementing regulation for the National Environmental Policy Act (NEPA).

CONCLUSION

Following tonight's public hearing, the Amended Fiscal Year 2015/16-2019/20 Consolidated Plan and the Amended 2015/16 Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development Department (HUD).

Respectfully submitted,

EDGAR P. CISNEROS
City Manager



MANUEL ACOSTA
Economic Development Manager

ATTACHMENTS

- A. Amended FY 2015/16-2019/20 Consolidated Plan
- B. Amended FY 2015/16 Annual Action Plan



CITY OF HUNTINGTON PARK

CONSOLIDATED PLAN JULY, 2015 – JUNE, 2020

1st AMENDMENT DRAFT

DECEMBER 2015

**CITY OF HUNTINGTON PARK
COMMUNITY DEVELOPMENT DEPARTMENT
6550 MILES AVENUE
HUNTINGTON PARK, CA 90255**

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Executive Summary of the Consolidated Plan is intended to provide the U.S. Department of Housing and Urban Development (HUD), housing and service providers, City residents and businesses with an overview of Huntington Park's housing and community development needs, and the City's priorities and strategies to address those needs.

The City of Huntington Park receives Community Development Block Grant (CDBG) and HOME funds each year from the federal government to support housing and community development activities that principally benefit low and moderate-income households. To receive these federal funds, the City must adopt a five-year strategic plan that identifies local needs, and how these needs will be prioritized and addressed using federal funds. On June 30, 2015, the City's current five-year (FY 2010/2011–2014/2015) Consolidated Plan will terminate requiring a new five-year Consolidated Plan to be adopted by the City Council.

Huntington Park's new five-year (2015/2016-2019/2020) Consolidated Plan builds upon several other related planning documents, including: City's 2010 - 2015 Consolidated Plan; City's 2015-2019 Analysis of Impediments to Fair Housing Choice; City's Capital Improvement Program 5-Year Project Schedule; LAHSA's 2013 Point in Time Homeless Count; City's General Plan and Housing Element.

Huntington Park's Consolidated Plan and Annual Action Plan for program year 2015/2016 (Action Plan) have been developed using HUD's new electronic Consolidated Planning Suite (eCon) launched in May 2012. The new system is a set of online tools to assist entitlement jurisdictions in creating market-driven, leveraged housing and community development plans. A new tool featured in the eCon is a Consolidated Plan template allowing the City to develop and submit their Consolidated Plan online through the Integrated Disbursement and Information System (IDIS). IDIS Online is a nationwide database in which the City reports accomplishment and financial activities related to entitlement grants.

Benefits of the Consolidated Plan template in IDIS OnLine include:

- Uniformity by the use of a web-based format to ensure that a City's Consolidated Plan includes all required elements per HUD regulations.
- Pre-populated data and tables with the most up-to-date housing and economic data available. This data is provided to help grantees develop their funding priorities in the Strategic Plan.

The Consolidated Plan template in IDIS Online consists of the following major components:

- Executive Summary
- The Process
- Needs Assessment
- Housing Market Analysis
- Strategic Plan
- One-Year Action Plan

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment

Overview

The City's Consolidated Plan strategy includes general priorities to meet the needs of the community and the City's rationale for investment of federal funds. In order to address the needs, the City identified the following priorities as having the greatest need in the community:

1. Sustain and Strengthen Neighborhoods
2. Preserve Existing and Create New Affordable Housing
3. Public/Community Services
4. Public Facilities
5. Infrastructure Improvements
6. Planning for Housing and Community Development

These priorities were formed based on the national objectives and outcomes supported by HUD as described below.

- Provide decent affordable housing. The activities that typically would be found under this objective are designed to cover a wide range of housing possibilities under HOME and CDBG.
- Creating a suitable living environment. In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- Creating economic opportunities. This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

National Objective Outcomes

The outcomes reflect what the grantee seeks to achieve by the funded activity. The City of Huntington Park associates the national objectives to these outcomes.

- Availability/Accessibility;
- Affordability; and
- Sustainability.

The City’s strategy to meet HUD’s national objectives and outcomes are described in Table 1 below.

**Huntington Park 2015/16 – 2019/20 Consolidated Plan Programs
By HUD Objectives and Outcomes**

OBJECTIVE/ OUTCOMES	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	<i>Implementing Programs:</i> <ul style="list-style-type: none"> • Residential Rehabilitation 	<i>Implementing Programs:</i> <ul style="list-style-type: none"> • Affordable Housing Development 	
SUITABLE LIVING ENVIRONMENT	<i>Implementing Programs:</i> <ul style="list-style-type: none"> • Minor Home Repair • Commercial Rehabilitation • Homeless Services • Youth Services • Senior Services • Community Beautification • Fair Housing Services 		<i>Implementing Programs:</i> <ul style="list-style-type: none"> • Code Enforcement • Infrastructure Improvements • Community Facility Improvements
ECONOMIC OPPORTUNITY	<ul style="list-style-type: none"> • Economic Development Program • Employment Training 		

Table 1 - 2015/16 – 2019/20 Consolidated Plan Programs

3. Evaluation of past performance

During the previous five-year period, the City of Huntington Park used CDBG and HOME funds to accomplish the following objectives:

Decent Housing

- On April 18, 2011, the City Council approved an Affordable Housing Agreement with LINC-Huntington Park Apartment Investors LP (LINC CDC). The Agreement committed \$1.50

million in Federal HOME funds for the development of an affordable housing project at 6337 Middleton Street known as the Mosaic Gardens Project. The property was a 55-room motel situated on the back portion of the Rodeway Inn located on Santa Fe Avenue. LINC CDC redeveloped the motel into a 24-unit rental housing project that includes such on-site amenities as a community room for resident services and programs, a computer room for resident use, and community open space. Additionally, the project provided housing for a population with special needs, which has limited housing opportunities.

- The Residential Rehabilitation Program provides assistance up to \$50,000 for property renovations and rehabilitation for owner-occupied single family homes and rental units. The City did not meet its 2010-2014 Consolidated Plan goal to fund 30 residential rehabilitation loans/grants (it funded 17); accordingly, the City will enter into an agreement with Los Angeles County Neighborhood Housing Services (NHS) to leverage City HOME funds to provide eligible Huntington Park residences homeownership and residential rehabilitation opportunities during the 2015-2019 Consolidated Plan period.
- During the previous Consolidated Plan period, the City entered into a subrecipient agreement with a nonprofit agency to operate a city-wide Tenant-Based Rental Assistance Program using tenant selection policies and criteria consistent with the 2010-2014 Consolidated Plan. The City gave local preference to 100 very low-income elderly persons. The program will continue into FY 2015-16.

Suitable Living Environment

- The City funded a Minor Home Repair program in the first three years of the previous Consolidated Plan. Unfortunately, the program was defunded in the 4th year as CDBG funds decreased. Only 16% of the City's goal of providing 150 households with minor home repairs was met. The program will be reinstated in the FY 2015-16 with the assistance of a local non-profit, Los Angeles County Neighborhood Housing Services (NHS).
- The City's Code Enforcement program continues to exceed the goal of assisting 300 housing units each year.
- The Commercial Rehabilitation Program continues to be a popular program with business owners in the City's downtown area (Pacific Boulevard). While the City only met 60% of its 2010-2014 goal to provide 15 loans, due mostly to reductions in staff to implement the program, the program will continue into the new 2015-2019 Consolidated Plan period as a high priority program.
- The City assisted various public service agencies during the previous five-year period. While the City has had to reduce the number of public service programs offered with CDBG funds because of decreases in CDBG entitlement funds, coupled with a past HUD recommendation to fund less organizations because of the high cost to manage each contract, the City continues to exceed its goals in providing youth, homeless, community beautification, and fair housing services to the Huntington Park community.
- The City met its goal to fund two community facility rehabilitation projects. More facility improvement projects are slated for the current 2015-2019 Consolidated Plan period.

- The City did not provide any CDBG assistance towards infrastructure improvements over the past five years; however, this remains a high priority and has been included as such in the 2015-2019 Consolidated Plan.

Economic Opportunity

- Huntington Park operated a popular Business Assistance and Economic Development program that provided technical support, business resources, and referrals to Huntington Park businesses citywide. The program also served to increase business retention and attraction services by providing business and financial planning assistance to new and existing businesses and served as a local resource center. Funds were used to host workshops and seminars with industry experts to help persons grow their business in Huntington Park. The program was administered by LA Business Connect, a locally based entrepreneur and small business services company. During the 2015-2019 Consolidated Plan period, the City will pursue a new partnership with an economic development subrecipient to continue to assist Huntington Park’s business community.

4. Summary of citizen participation process and consultation process

The City developed its 2015/16–2019/20 Consolidated Plan through extensive consultation and coordination with housing, social service and healthcare providers; public agencies; and the local public housing agency as presented in Table 2. As a means of gaining input from these agencies, the City conducted a consultation workshop, public hearings, surveys, and invited local grantees to provide comments on the draft Consolidated Plan and Action Plan. In addition, consultation in the development of the Consolidated Plan involved several City departments.

Consulted Agencies		
Fair Housing Foundation	Huntington Park Library (L.A. County)	L.A. Legal Community Center
Oldtimers Housing Development Corporation	Southeast Churches Service Center	Wilshire Bank
City of Huntington Park Departments and Councils		
Community Development Department	Parks and Recreation Department	Public Works Department
Huntington Park Police Department	Huntington Park City Council	
Other Public Agencies		
Los Angeles County Health Department	Los Angeles Area Homeless Services Authority	

Table 2 – Citizen Participation Consultation

The City followed HUD’s guidelines for citizen and community involvement in preparation of the Consolidated Plan and Action Plan to encourage citizen participation in the preparation of the

documents. The City also undertook several activities such as focus groups, community meetings, and a Community Needs Survey.

A draft of the five-year Consolidated Plan and 2015/16 Annual Action Plan will be available for public comment for a minimum 30-day period (April 2 – May 4, 2015). City Council public hearings were held on March 2 and May 4, 2015, providing residents and interested parties a final opportunity to comment on the Consolidated Plan prior to adoption and submittal to HUD.

For Amendment #1 (Substantial), the City of Huntington Park made available the Draft Amended Five-year Consolidated Plan and the Draft Amended FY 2015/16 Annual Action Plan for public comment for a minimum 30-day period (December 17, 2015 – January 19, 2016). The City Council held a public hearing to approve the substantial amendment on January 19, 2016, providing the public an opportunity to comment on the amended plans.

5. Summary of public comments

The City did not receive any written comments on the Consolidated Plan during the 30-day public review, or any public comments at the May 4, 2015 City Council public hearing.

6. Summary of comments or views not accepted and the reasons for not accepting them

The City of Huntington Park responded to all relevant comments. All comments received were accepted.

7. Summary

Key findings of the Needs Assessment include:

- Housing overpayment is the most prevalent housing problem, with 64% of Huntington Park's low and moderate income renter households (<80% AMI) facing a cost burden (>30% of income on housing costs), and over one-third facing a severe cost burden (>50% of income towards housing). As depicted in Figure 4 (Appendix B), high levels of severe renter overpayment are located in neighborhoods throughout the City, and generally correspond to areas with high levels of poverty, senior households, and renter overcrowding.
- Household overcrowding, defined as greater than one person per room, has decreased from 63% of all renters in 2000 to 48% a decade later (as documented by the 2007-2011 ACS). Severe overcrowding (greater than 1.5 persons per room) impacts 27% of renters in the City. Figure 5 depicts several neighborhoods with concentrations of severe renter overcrowding (over 45%): north of Florence immediately east of Santa Fe; the neighborhood on either side of State bound by Gage and Saturn; both sides of Pacific bound by Randolph and Slauson; and the northernmost portion of the city directly to the east of Santa Fe.

- An estimated 15% of the City's housing is in substandard condition (2,300 units). The biggest contributors to substandard housing are the City's aging housing stock, household overcrowding, and absentee landlords.
- For homeless persons or persons at-risk of becoming homeless, the most significant problem is the lack of affordable rental housing. This problem has been compounded by decreases in funding available through Section 8 and HOME, and the loss of Redevelopment Housing funds. For chronically homeless persons and transitional age youth, there is an insufficient inventory of transitional housing and permanent housing with supportive services designed to meet the specific needs of these populations who often struggle with physical and mental health problems in addition to substance abuse issues.
- Priority community facility needs include park facility upgrades, including soccer field lighting and a splash pad at Salt Lake Park. The Consolidated Plan community needs survey named the need for youth centers and general parks and recreation facilities within the top ten priority needs.
- Priority infrastructure needs include streets and alleys, and bicycle transportation improvements in the City's low and moderate income neighborhoods. The City's 2015 Pavement Management Plan reviews the existing street conditions within the transit system and identifies a cost-to-improve each segment of the transit system. Street and alley improvements ranked within the top ten priority needs in the community needs survey.
- Priority public service needs include services for youth, seniors, homeless and anti-crime services. These needs were determined by the public via the Community Needs Survey, comments received at a Consultation Workshop with various public service and housing providers, and specific comments received from the Huntington Park City Council at a Needs and Priorities public hearing on March 2, 2015.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	HUNTINGTON PARK	Community Development Department
CDBG Administrator	Manuel Acosta, Economic Development Manager	Community Development Department
HOME Administrator	Manuel Acosta, Economic Development Manager	Community Development Department

Table 3 – Responsible Agencies

Narrative

The Lead Agency for the five year (2015/2016 - 2019/2020) Consolidated Plan is the City of Huntington Park, Community Development Department.

Consolidated Plan Public Contact Information

Manuel Acosta, Economic Development Manager

City of Huntington Park
 6550 Miles Avenue
 Huntington Park, CA 90255
 Phone: (323)584-6213
 Email: macosta@hpca.gov

PR-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City developed its five-year (2015/2016 - 2019/2020) Consolidated Plan through consultation with City departments; housing and public service providers; and adjacent local governments. As a means of gaining input from housing, homeless and social service providers, the City conducted a consultation workshop in August 2014. Approximately 20 agencies were invited to attend (refer to mailing list in Appendix C), with eight agencies/departments participating in the workshop. The purpose of the workshop was to discuss what each of these agencies define as the key housing and social service issues in Huntington Park, to identify gaps in service, and to brainstorm potential recommendations. Another function of the workshop was to establish a dialogue among agencies/departments to enhance collaboration and sharing of information.

In addition to those agencies/departments participating in the workshop, additional agencies were contacted as necessary to gain comprehensive information on the community's needs, such as the Los Angeles County Housing Authority and Los Angeles Homeless Services Authority.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City participates in Service Planning Area (SPA) 7 of the Continuum of Care for Los Angeles City and County, and coordinates with the LAHSA, local communities and various service agencies to provide a continuum of services and facilities for the homeless and persons at-risk of becoming homeless.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Huntington Park does not receive ESG funds so this is not applicable.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Agency/Group/ Organization	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
City of Huntington Park	Other government - Local	Housing Need Assessment Homeless Needs Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Non-Housing Community Development Strategy Anti-Poverty Strategy Lead-based Paint Strategy	Agency Consultation Workshop. Interdepartmental Workshop. City will maintain its strong relationship with service providers and local jurisdictions to implement the 5- year strategy.
Huntington Park City Council	Civic Leaders	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development Non-Housing Community Development Strategy Anti-Poverty Strategy	Public hearings. City Council members reflect the needs of their constituents in the community, which have been reflected in the needs and priorities identified in the Plan.
Los Angeles County Housing Authority	PHA	Housing Need Assessment Public Housing Needs Market Analysis	Email correspondence. The City will continue its strong partnership with the Housing Authority.
Los Angeles County - Huntington Park Library	Services - Children	Non-Housing Community Development Strategy Anti-Poverty Strategy	Special Needs Service Provider Survey. The City will continue supporting the Library's educational programs for Huntington Park youth.
Old Timers Housing Development Corporation	Housing	Housing Needs Non-Homeless Special Needs	Agency Consultation Workshop. The City will continue supporting housing programs targeted to low income and at-risk families.
Fair Housing Foundation	Services-Fair Housing	Housing Needs Assessment	Agency Consultation Workshop. The City will continue to provide fair housing and tenant/landlord services to residents.
Southeast Churches Service Center	Services - Homeless	Homeless Needs: Chronically Homeless, Families with Children, Veterans, Unaccompanied youth Homeless Strategy	Agency Consultation Workshop. The City will continue supporting programs for homeless and persons and families at risk of homelessness.

Table 4 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Huntington Park developed its Consolidated Plan through consultation with housing, social and health service providers; local agencies/governments; and the Los Angeles County Housing Authority. The City is unaware of any Agency types relevant to the Consolidated Plan that were not consulted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care for Los Angeles County and City	Los Angeles Homeless Services Authority	LAHSA uses housing and demographic data obtained through HMIS and Homeless Counts to determine needs and to pinpoint gaps in housing and services. This in turn helps LAHSA to pool and coordinate resources with the County and cities to develop coordinated homeless access and assessment centers. Huntington Park participates with LAHSA in building the regional continuum of care to address the homeless and persons at-risk of homelessness.
Huntington Park Housing Element	City of Huntington Park Planning Division	The City is currently updating its Housing Element for the 2013-2021 period. All housing-related programs in the Consolidated Plan will be directly reflected within the Housing Element.

Table 5 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

The City of Huntington Park notified the adjacent local governments of Bell, Cudahy, Los Angeles, Maywood, Southgate, and Vernon of the availability of the draft Consolidated Plan for 30 day review and comment. Huntington Park coordinates with the city of Bell and Los Angeles County in implementation of the Consolidated Plan's homeless strategy.

PR-15 Citizen Participation

1. Summary of citizen participation process/Efforts made to broaden citizen participation

The City followed HUD's guidelines for citizen and community involvement in preparation of the Consolidated Plan and Action Plan. To encourage citizen participation in the preparation of the documents, the City undertook several activities as summarized below.

Housing and Community Development Needs Survey

In order to evaluate public opinion of specific housing and community development needs, the City utilized an on-line Needs Survey in which the respondent was asked to rank the level of need for a particular service, capital improvement, and public benefit. Hard copies of the survey were also made available at the Community Development Department, the Clerk's Office, and were emailed to the Parks and Recreation Department's resident contact list. Questions about specific needs were grouped into these areas:

- Housing Needs;
- Homeless Needs;
- Public Service Needs;
- Infrastructure Needs; and
- Economic Development Needs.

A total of 88 residents completed the Needs Survey. Survey responses were then totaled to provide an overall average need rating for each of the 36 identified activities. The top needs identified (in rank order) were as follows, with the complete survey results included in Appendix C of the Consolidated Plan:

- Anti-Crime Services
- Youth Centers
- Youth Services
- Job Creation/Retention
- Employment Training
- New Affordable Ownership Housing
- Street/Alley Improvements
- Park and Recreation Facilities
- Property Maintenance/Code Enforcement
- Child Care Services

Focus Groups

On August 27, 2014, key City stakeholders and representatives of housing and social service organizations participated in a focus group meeting that covered the following:

- Barriers to fair housing and access to affordable housing
- Housing, homeless and public service needs and gaps in service
- Community priorities

Attendees of the focus group expressed the immediate needs to serve the community, with the need for additional affordable housing opportunities, services for seniors and families, homeless housing and services, and code enforcement most commonly cited as Huntington Park's priority needs. A summary of the input received at the meeting is included in Appendix C.

Community Meetings

The City Council conducted a Needs Assessment Public Hearing on March 2, 2015. The meeting was advertised in the El Aviso and noticed per the Ralph M. Brown Act. Invitations were also included as part of the Housing and Community Development Needs Survey.

At the Needs Assessment Public Hearing, City staff provided background on the Consolidated Plan, and the process for preparation of Huntington Park's 2015/16-2019/20 Plan. Three members of the public spoke, citing the dire need for additional affordable housing, especially for seniors and persons with disabilities; the impact of rising rents on household overcrowding and added stress on families; the need to consider high rise housing as a means of addressing the housing shortage; and opposition to additional high density housing around the downtown as the area is already too crowded and schools impacted. Each member of the City Council provided input on community needs and priorities for the Plan, summarized in Appendix C of the Consolidated Plan.

The City Council conducted a public hearing on the Consolidated Plan on May 4, 2015. The City did not receive any written comments on the Plan during the 30-day public review, or any public comments at the May 4, 2015 City Council public hearing.

Citizen Participation Outreach

Citizen Participation Outreach Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
Internet Outreach	Non-targeted/ broad community	A total of 88 Community Needs Assessment surveys were received.	See attached results in Appendix C.	N/A	N/A
Public Meeting	Housing and Service providers representing low/moderate income, special needs and homeless	Ten individuals representing City staff and housing and service providers attended and participated in the meeting. (8/27/14)	See attached summary of comments in Appendix C.	All comments received were accepted.	N/A
Public Meeting	Non-targeted/ broad community	A public meeting was held before the City Council to solicit input on needs and priorities for the Consolidated Plan. (3/2/15)	See attached summary of comments in Appendix C.	All comments were received and accepted.	N/A
Newspaper Ad	Non-targeted/ broad community	A newspaper advertisement was made soliciting public comment on the draft 2015/16-2019/20 Consolidated Plan.	No comments were received on the Consolidated Plan.	N/A	N/A
Public Meeting	Non-targeted/ broad community	A final public meeting was held before the City Council for adoption of the 2015/16-2019/20 Consolidated Plan. (5/4/15)	No comments were received on the Consolidated Plan.	N/A	N/A

Citizen Participation Outreach Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
Public Meeting	Non-targeted/broad community	A public hearing was held on January 19, 2016 for adoption of the 2015/16-2019/20 Amended Consolidated Plan.	No comments were received.	N/A	N/A

Table 6 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Consolidated Plan's Housing and Community Development Needs Assessment was conducted in a variety of ways, including data review and analysis¹; consultation with housing, homeless and service providers, and City Departments; Community Needs Assessment Survey available on-line and at community locations; and community meetings to take public input on community needs. Key findings of the Needs Assessment include:

- Housing overpayment is the most prevalent housing problem, with 64% of Huntington Park's low and moderate income renter households (<80% AMI) facing a cost burden (>30% of income on housing costs), and over one-third facing a severe cost burden (>50% of income towards housing). As depicted in Figure 4 (Appendix B), high levels of severe renter overpayment are located in neighborhoods throughout the City, and generally correspond to areas with high levels of poverty, senior households, and renter overcrowding.
- Household overcrowding, defined as greater than one person per room, has decreased from 63% of all renters in 2000 to 48% a decade later (as documented by the 2007-2011 ACS). Severe overcrowding (greater than 1.5 persons per room) impacts 27% of renters in the City. Figure 5 depicts several neighborhoods with concentrations of severe renter overcrowding (over 45%): north of Florence immediately east of Santa Fe; the neighborhood on either side of State bound by Gage and Saturn; both sides of Pacific bound by Randolph and Slauson; and the northernmost portion of the city directly to the east of Santa Fe.
- An estimated 15% of the City's housing is in substandard condition (2,300 units). The biggest contributors to substandard housing are the City's aging housing stock, household overcrowding, and absentee landlords.
- For homeless persons or persons at-risk of becoming homeless, the most significant problem is the lack of affordable rental housing. This problem has been compounded by decreases in funding available through Section 8 and HOME, and the loss of Redevelopment Housing funds. For chronically homeless persons and transitional age youth, there is an insufficient inventory of transitional housing and permanent housing with supportive services designed to meet the specific needs of these populations who

¹ The American Community Survey (ACS), performed by the U.S. Census Bureau, is an ongoing Census statistical survey that samples a small percentage of the population every year, and publishes five year averages of this data. Many of the tables in the Consolidated Plan are "pre-populated" by HUD with data from the 2007-2011 ACS, and thus the City has utilized the 2007-2011 ACS as the primary data source throughout the Plan.

often struggle with physical and mental health problems in addition to substance abuse issues.

- Priority community facility needs include park facility upgrades, including soccer field lighting and a splash pad at Salt Lake Park. The Consolidated Plan community needs survey named the need for youth centers and general parks and recreation facilities within the top ten priority needs.
- Priority infrastructure needs include streets and alleys, and bicycle transportation improvements in the City's low and moderate income neighborhoods. The City's 2015 Pavement Management Plan reviews the existing street conditions within the transit system and identifies a cost-to-improve each segment of the transit system. Street and alley improvements ranked within the top ten priority needs in the community needs survey.
- Priority public service needs include services for youth, seniors, homeless and anti-crime services. These needs were determined by the public via the Community Needs Survey, comments received at a Consultation Workshop with various public service and housing providers, and specific comments received from the Huntington Park City Council at a Needs and Priorities public hearing on March 2, 2015.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

Demographics	Base Year: 2000	Most Recent Year: 2011	% Change
Population	61,348	58,465	-5%
Households	14,893	14,454	-3%
Median Income	\$28,941.00	\$36,788.00	27%

Table 7 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2007-2011 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households *	4,355	3,700	3,725	940	1,735
Small Family Households *	2,040	1,960	1,965	550	850
Large Family Households *	885	1,190	970	265	695
Household contains at least one person 62-74 years of age	620	415	580	130	495
Household contains at least one person age 75 or older	445	220	210	35	115
Households with one or more children 6 years old or younger *	1,644	1,370	1,095	255	390

* the highest income category for these family types is >80% HAMFI

Table 8 - Total Households Table

Data Source: 2007-2011 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	80	20	55	0	155	0	0	0	0	0
Severely Overcrowded - With >1.51 people per room (and complete kitchen/plumbing)	975	785	660	125	2,545	4	45	135	30	214
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	930	680	375	90	2,075	40	205	135	40	420
Housing cost burden greater than 50% of income (and none of the above problems)	1,310	200	40	0	1,550	230	310	240	30	810
Housing cost burden greater than 30% of income (and none of the above problems)	455	1,000	270	20	1,745	45	115	345	145	650

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Zero/negative Income (and none of the above problems)	80	0	0	0	80	25	0	0	0	25

Table 9 – Housing Problems Table

Data Source: 2007-2011 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	3,290	1,690	1,130	215	6,325	275	560	510	100	1,445
Having none of four housing problems	600	1,230	1,305	250	3,385	90	220	780	375	1,465
Household has negative income, but none of the other housing problems	80	0	0	0	80	25	0	0	0	25

Table 10– Housing Problems 2

Data Source: 2007-2011 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,815	1,190	230	3,235	105	355	445	905
Large Related	725	470	60	1,255	105	260	240	605
Elderly	645	109	14	768	80	49	55	184
Other	475	170	95	740	30	0	35	65
Total need by income	3,660	1,939	399	5,998	320	664	775	1,759

Table 11 - Cost Burden > 30%

Data 2007-2011 CHAS
Source:

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,410	160	10	1,580	105	260	170	535
Large Related	550	135	0	685	105	185	85	375
Elderly	460	14	0	474	45	39	20	104
Other	295	40	30	365	20	0	25	45
Total need by income	2,715	349	40	3,104	275	484	300	1,059

Table 12 – Cost Burden > 50%

Data 2007-2011 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	1,760	1,200	820	140	3,920	44	105	130	34	313
Multiple, unrelated family households	95	240	200	70	605	0	145	140	30	315
Other, non-family households	95	35	65	0	195	0	0	0	0	0
Total need by income	1,950	1,475	1,085	210	4,720	44	250	270	64	628

Table 13 – Crowding Information – 1/2

Data 2007-2011 CHAS
Source:

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present								

Table 14 – Crowding Information – 2/2

Describe the number and type of single person households in need of housing assistance.

As depicted in Tables 9 and 10, "other" households (non-senior, single-person households) are less impacted by renter cost burden than family households and elderly households, comprising just 12% of Huntington Park's 5,998 low and moderate income renters spending greater than 30% of income on housing costs. "Other" households are also least impacted by severe cost burden (spending greater than 50% of income on housing costs) among low and moderate income renters, comprising 12% of the total. Family households have a far greater need for housing assistance than do single person households in Huntington Park.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Among the 458 Huntington Park residents reported by the Housing Authority of the County of Los Angeles (HACoLA) as receiving Housing Choice Vouchers, over half (265) have a disabled member. These statistics confirm the significant need for housing assistance among the City's disabled population.

What are the most common housing problems?

The following summarizes the primary housing problems in Huntington Park:

- Among Huntington Park's approximately 9,325 low and moderate income (<80% AMI) renter households, 5,998 (64%) face a cost burden of spending greater than 30% of income on rent. Over one-third of the City's low and moderate income renters face a severe cost burden, with 3,104 spending more than 50% of income on rent. As depicted in Figure 4, high levels of severe renter overpayment are located in neighborhoods throughout the City, and generally correspond to areas with high levels of poverty, senior households, and renter overcrowding.
- Household overcrowding, defined as greater than one person per room, has decreased from 63% of all renters in 2000 to 48% a decade later (as documented by the 2007-2011 ACS). Severe overcrowding (greater than 1.5 persons per room) impacts 27% of renters in the City. Figure 5 depicts several neighborhoods with concentrations of severe renter overcrowding (over 45%): north of Florence immediately east of Santa Fe; the neighborhood on either side of State bound by Gage and Saturn; both sides of Pacific bound by Randolph and Slauson; and the northernmost portion of the city directly to the east of Santa Fe.
- An estimated 15% of the City's housing is in substandard condition (2,300 units). The biggest contributors to substandard housing are the City's aging housing stock, household overcrowding, and absentee landlords.

For homeless persons or persons at-risk of becoming homeless, the most significant problem is the lack of affordable rental housing. This problem has been compounded by decreases in funding available through Section 8 and HOME, and the loss of Redevelopment Housing funds. For chronically homeless persons and transitional age youth, there is an insufficient inventory of transitional housing and permanent housing with supportive services designed to meet the specific needs of these populations who often struggle with physical and mental health problems in addition to substance abuse issues. The recent opening of Mosaic Gardens in Huntington Park provides 24 units of transitional housing for lower income families and transition-age youth linked with mental health and other needed services.

Are any populations/household types more affected than others by these problems?

As reflected in Table 11, small related households are most impacted by renter cost burden, comprising 54% of Huntington Park's 5,998 low and moderate income renters spending greater than 30% of income on housing costs. Small related households are also most impacted by severe cost burden (spending greater than 50% of income of housing costs) among low and moderate income renters, comprising 51% of the total.

As a group, 69% of Huntington Park's low to moderate income small family households (renter and owner) experience a housing cost burden, compared to 61% of large family households, and 59% of senior households.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Rising rents in Huntington Park have placed many lower-income persons at greater risk of homelessness. In particular, family households and single mothers are vulnerable due to the high costs associated with childcare. Rent increases have also hurt those with low-wage jobs. A lack of funding and limited Section 8 vouchers also places households at risk.

Low income (<50% AMI) renter households facing extreme cost burden (>50% income on rent) with low paying jobs or unemployed and with family members with serious health problems are at particular risk of becoming homeless.

In May 2009, the City of Huntington Park received \$656,000 in Homelessness Prevention and Rapid-Rehousing funds through the 2009 American Recovery and Reinvestment Act. Partnering with the Los Angeles Homeless Services Authority (LAHSA) and Volunteers of America Greater Los Angeles (VOALA), Huntington Park provided services that prevented 255 Huntington Park persons and 95 Huntington Park households from becoming homeless (Homelessness Prevention), and assisted in re-housing 44 persons and 21 households to change their homeless status (Rapid Re-Housing). Services provided included: rent subsidies; monetary assistance to pay back-due rent and/or utilities; motel vouchers; security deposits; emergency eviction assistance; and supportive services such as referrals for employment services, food and clothing, public benefits, and financial planning. The status of the persons and households assisted is unknown.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Not applicable.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

As shown in Table 12, an estimated 3,104 low and moderate income renter households and 1,059 owner households in Huntington Park are paying more than half of their gross monthly income for housing costs. Food, transportation, healthcare, utilities and other costs reduce disposable

income and the ability to save, and thus make these households vulnerable to eviction and homelessness if their income is suddenly reduced for any reason (e.g., job loss, cut in work hours or government benefits) or they encounter an unexpected expense (e.g., medical emergency, major car repair) or experience serious illness and cannot work.

Discussion

As discussed above, housing affordability is a critical issue among Huntington Park's renter population. With over one-third of low and moderate income (<80% AMI) renter households spending more than half their incomes on housing, severe housing cost burden is the most pervasive housing problem in the community. The need far exceeds the resources available through the Consolidated Plan, and is further exacerbated by the loss of Redevelopment funding which has historically served as Huntington Park's primary source of funds for affordable housing.

Furthermore, increases in families with children and larger household sizes, combined with an existing housing stock dominated by smaller one and two bedroom units, results in nearly half of Huntington Park's renters living in overcrowded conditions.

The City's focus in supporting affordable housing is to provide housing for large families; offer a mix of renter and owner opportunities and income levels; and provide deeper affordability for assisted rental housing.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b) (2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

A disproportionately greater housing need exists when the members of a racial or ethnic group at an income level experience housing problems at a greater rate (10% or more) than the income level as a whole. The following tables identify the presence of one or more housing problems among households of differing race/ethnicities and income levels, with the analysis that follows identifying any racial/ethnic group evidencing a disproportionate housing need.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,625	250	94
White	120	4	0
Black / African American	0	4	0
Asian	10	15	0
American Indian, Alaska Native	25	0	0
Pacific Islander	0	20	0
Hispanic	3,475	190	94

Table 15 - Disproportionally Greater Need 0 - 30% AMI

Data 2007-2011 CHAS

Source:

*The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,290	400	0
White	50	10	0
Black / African American	0	0	0
Asian	10	0	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	3,220	390	0

Table 16 - Disproportionally Greater Need 30 - 50% AMI

Data 2007-2011 CHAS

Source:

*The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,225	1,320	0
White	10	65	0
Black / African American	0	10	0
Asian	10	20	0
American Indian, Alaska Native	0	0	0
Pacific Islander	20	0	0
Hispanic	2,185	1,225	0

Table 17 - Disproportionally Greater Need 50 - 80% AMI

Data 2007-2011 CHAS
Source:

*The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	590	710	0
White	0	4	0
Black / African American	0	0	0
Asian	0	15	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	590	685	0

Table 18 - Disproportionally Greater Need 80 - 100% AMI

Data 2007-2011 CHAS
Source:

*The four housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

Tables 15-18 above identify the presence of one or more housing problems (lacks complete kitchen, lacks complete plumbing, overcrowding at > 1 person per room, or overpayment at > 30%) for different racial/ethnic group within a given income category. The following summarizes

the results of these CHAS tables, and identifies groups experiencing disproportionate housing need in Huntington Park.

Extremely Low Income (0-30% AMI)

- 91% of extremely low income households in Huntington Park have one or more housing problems, ranging from 40% to 100% by racial or ethnic group.
- The highest incidence of housing problems (100%) is experienced by American Indian/Alaska Natives. However, at just 25 households, the total number of extremely low income American Indian/Alaska Natives households in Huntington Park is minimal, representing less than one percent of the total 3,969 extremely low income households in the City.
- 92% of Hispanic households and 97% of White households earning extremely low incomes experience one or more housing problems. Hispanic households represent 95% of Huntington Park's extremely low income households, whereas White households represent just 3% of this income group.

Low Income (30-50% AMI)

- 89% of low income households in Huntington Park have housing problems, ranging from 63% (Whites) to 89% (Hispanics) to 100% (Asian and American Indian/Alaskan Native).
- While HUD's CHAS data identifies both Asians and American Indian/Alaskan Natives as having a disproportionate housing need, at 10 and 15 households respectively, the actual number of such low income households is extremely limited.

Moderate Income (50-80% AMI)

- 63% of moderate income households in Huntington Park have housing problems, ranging from 0% (African Americans) to 64% (Hispanics) to 100% (Pacific Islanders) by racial or ethnic group.
- While moderate Pacific Islanders face a disproportionate housing need, they total just 20 households.

Median Income (80-100% AMI)

- 45% of all households in Huntington Park in the median income bracket have housing problems, ranging from 0% to 46% by racial or ethnic group.
- Among households earning median incomes, Hispanic households were the only racial/ethnic group in Huntington Park identified as having one or more of the four housing problems.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b) (2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

A disproportionately greater housing need exists when the members of a racial or ethnic group at an income level experience housing problems at a greater rate (10% or more) than the income level as a whole. The following tables identify the presence of *severe* housing problems among households of differing race/ethnicities and income levels, with the analysis that follows identifying any racial/ethnic group evidencing a disproportionate housing need.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,170	700	94
White	60	65	0
Black / African American	0	4	0
Asian	10	15	0
American Indian, Alaska Native	25	0	0
Pacific Islander	0	20	0
Hispanic	3,075	585	94

Table 19 - Severe Housing Problems 0 - 30% AMI

Data 2007-2011 CHAS
Source:

*The four severe housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,970	1,715	0
White	30	30	0
Black / African American	0	0	0
Asian	0	10	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	1,935	1,675	0

Table 20 - Severe Housing Problems 30 - 50% AMI

Data 2007-2011 CHAS
Source:

*The four severe housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/ negative income, but none of the other housing problems
Jurisdiction as a whole	1,620	1,925	0
White	10	65	0
Black / African American	0	10	0
Asian	10	20	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	20	0
Hispanic	1,600	1,810	0

Table 21 - Severe Housing Problems 50 - 80% AMI

Data 2007-2011 CHAS

Source:

*The four severe housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/ negative income, but none of the other housing problems
Jurisdiction as a whole	465	830	0
White	0	4	0
Black / African American	0	0	0
Asian	0	15	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	465	815	0

Table 22 - Severe Housing Problems 80 - 100% AMI

Data 2007-2011 CHAS

Source:

*The four severe housing problems are: 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

Tables 19-22 above identify the presence of one or more *severe* housing problems (lacks complete kitchen, lacks complete plumbing, overcrowding at > 1.5 person per room, or overpayment at > 50%) for different racial/ethnic group within a given income category. The following summarizes the results of these CHAS tables, and identifies groups experiencing disproportionate housing need in Huntington Park.

Extremely Low Income (0-30% AMI)

- 80% of all extremely low income households in Huntington Park experience one or more of the identified severe housing problems, ranging from 0% to 100% by racial or ethnic group.
- The highest incidence of severe housing problems (100%) is experienced by American Indian/Alaska Natives, representing a disproportionate need. However, at just 25 households, the total number of extremely low income American Indian/Alaska Native households in Huntington Park is minimal, representing less than 1% of the total extremely low income households in the City.
- While not a disproportionate need, 82% of Hispanic households earning extremely low incomes experience severe housing problems, compared to just 48% of White households.

Low Income (30-50% AMI)

- 54% of low income households in Huntington Park have severe housing problems, ranging from 0% to 100% by racial or ethnic group.
- At 100%, low income American Indian/Alaska Native households evidence a disproportionate housing need, although at just 15 households, American Indian/Alaska Natives represent less than 1% of Huntington Park's total low income households.

Moderate Income (50-80% AMI)

- 46% of moderate income households in Huntington Park have severe housing problems, ranging from 0% to 47% by racial or ethnic group. No group evidences a disproportionate housing need.

Median Income (80-100% AMI)

- 36% of median income households in Huntington Park experience severe housing problems, ranging from 0% to 36% by racial or ethnic group.
- Hispanic households represent 98% of all median income households in Huntington Park, with 36% experiencing one or more severe housing problems. Among the other two racial groups in this income category - Whites and Asians - no households are identified as experiencing severe housing problems.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b) (2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	6,605	4,070	3,970	149
White	170	90	90	0
Black / African American	40	20	0	0
Asian	80	30	20	0
American Indian, Alaska Native	0	0	35	0
Pacific Islander	20	20	0	0
Hispanic	6,255	3,890	3,830	149

Table 23 - Greater Need: Housing Cost Burdens AMI

Data 2007-2011 CHAS
Source:

Discussion

A disproportionately greater housing need exists when the members of a racial or ethnic group at an income level experience housing problems at a greater rate (10% or more) than the income level as a whole. Table 23 above identifies cost burden for each racial and ethnic group in Huntington Park, including no cost burden (<30% income towards housing), cost burden (30-50%), severe cost burden (>50%), and not computed due to no/negative income. According to the CHAS data on which this table is based, 28% of Huntington Park households experience a cost burden, with an additional 27% experiencing a severe cost burden. In comparison with this citywide average, Pacific Islander households experience a disproportionate housing cost burden, and American Indian/Alaska Natives experience a disproportionate severe housing cost burden. However, with a total of just 40 Pacific Islander households and 35 American Indian/Alaska Native households identified as residing in Huntington Park by the 2007-2011 American Community Survey (ACS), combined with the sampling methodology utilized by the ACS, the results for such a small sample size are less than statistically significant.

Hispanics comprise Huntington Park's primary racial/ethnic group, as reflected in Table 23 which identifies 96% of the City's total 14,739 households as Hispanic origin. While housing needs are significant among the City's Hispanic population, because Hispanics represent the vast majority of the population, the needs of this group closely reflect the Citywide average and are thus not considered a disproportionate need.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b) (2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

The analysis of housing problems and severe housing problems in sections NA-15 and NA-20 identify Asian, American Indian/Alaska Native and Pacific Islander households as evidencing a disproportionate housing need. Tables 24A and 24B below identify the specific income categories among these racial groups where disproportionate need is apparent:

Income Category	% Households with Housing Problems (# Households with Housing Problems)			
	Citywide	Asian	American Indian/ Alaska Native	Pacific Islander
0-30%	91% 3,625	--	--	--
30-50%	89% 3,290	100% 10	100% 15	--
50-80%	63% 2,225	--	--	100% 20
80-100%	45% 590	--	--	--

Table 24A – Housing Problems: Greater Disproportionate Need

Income Category	% Households with Severe Housing Problems (# Households with Severe Housing Problems)	
	Citywide	American Indian/ Alaska Native
0-30%	80% 3,170	100% 25
30-50%	54% 1,970	100% 15
50-80%	46% 1,620	--
80-100%	36% 465	--

Table 24B – Severe Housing Problems: Greater Disproportionate Need

As illustrated in the above tables, the actual number of households within the Asian, American Indian/Alaska Native and Pacific Islander racial groups identified by the HUD CHAS data as experiencing disproportionate housing problems is extremely limited. As previously mentioned, given this small number of households, combined with the sampling methodology utilized by the American Community Survey, the results in such a small sample size are less than statistically significant.

If they have needs not identified above, what are those needs?

Not applicable.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

Because Hispanics comprise over 97 percent of Huntington Park's population, analysis of ethnic or racial concentrations is not applicable. Of Huntington Park's Hispanic or Latino population, the vast majority are from Mexico (84%), followed by Central America (13%, including 7% from El Salvador and 5% from Guatemala), South America (1%), and Cuba (1%). Figure 7 in Appendix B depicts the distribution of Hispanic households by national origin, and illustrates little variation among the national origin mix at the census tract level.

NA-35 Public Housing – 91.205(b)

Introduction

The Housing Choice Voucher (HCV) program, formerly called the Section 8 program, is HUD’s largest program that helps low-income families, the elderly, and the disabled find affordable decent, safe, and sanitary housing in the private market. Participants receive federally subsidized vouchers that they can use to rent the home or apartment of their choosing, provided that it meets the requirements of the program and agreement of the landlord. The funding assistance is provided to the family or individual, the voucher holder, and can move with the family or individual rather than being tied to the property or unit.

The Housing Authority of the County of Los Angeles (HACoLA) is the local public agency providing Housing Choice Vouchers within Huntington Park. According to a special data run conducted by HACoLA for the City, as of September 2014, there were a total of 458 Huntington Park households receiving tenant-based Housing Choice Vouchers. Nearly 90% of the City's Section 8 recipients are of Hispanic origin, consistent with the ethnic make-up of the City's population, which is 97% Hispanic. Elderly households comprise approximately two-thirds of the City’s Section 8 recipients (295 households), indicative of several large senior housing complexes with significant numbers of Section 8 tenants. The City also has a high proportion of disabled households receiving Section 8 (265 households), although many of these households are also likely to be seniors. There are no public housing projects located within Huntington Park.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled
# of units vouchers in use	0	0	0	458	0	458	0	0	0

Table 25 - Public Housing by Program Type (Huntington Park only)

Data Source: Housing Authority of County of Los Angeles, September 2014.

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
			Veterans Affairs Supportive Housing				Family Unification Program	
Average Annual Income	0	14,341	13,522	14,839	15,746	14,816	14,829	17,842
Average length of stay	0	6	8	8	0	8	0	6
Average Household size	0	3	2	2	2	2	1	4
# Homeless at admission	0	0	0	184	0	42	142	0
# of Elderly Program Participants (>62)	0	48	1,138	6,753	15	6,670	38	2
# of Disabled Families	0	40	534	4,416	17	4,269	83	16
# of Families requesting accessibility features	0	253	2,883	21,087	47	20,550	268	163
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# of DV victims	0	0	0	0	0	0	0	0

Table 26 – Characteristics of Public Housing Residents by Program Type (entire HACoLA jurisdiction)

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled
White	0	0	0	426	0	426	0	0	0
Black/African American	0		0	25	0	25	0	0	0
Asian	0		0	1	0	1	0	0	0
American Indian/Alaska Native	0		0	3	0	3	0	0	0
Pacific Islander	0			3	0	3	0	0	0
Other	0	0	0	0	0	0	0	0	0

Table 27 – Race of Public Housing Residents by Program Type (Huntington Park only)

Data Source: Housing Authority of County of Los Angeles, September 2014.

Ethnicity of Residents

Ethnicity	Certificate	Mod-Rehab	Public Housing	Program Type					
				Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
Veterans Affairs Supportive Housing	Family Unification Program	Disabled							
Hispanic	0	0	0	405	0	405	0	0	0
Not Hispanic	0	0	0	53	0	53	0	0	0

Table 28 - Ethnicity of Public Housing Residents by Program Type (Huntington Park only)

Data Source: Housing Authority of County of Los Angeles, September 2014.

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Not applicable - there is no public housing in Huntington Park.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

Safe, decent, affordable housing.

How do these needs compare to the housing needs of the population at large

High rents and low vacancy rates in metropolitan Los Angeles effect the population at large, not just low and extremely low income residents. The increase in home prices has led to a decline in housing affordability, contributing additional demand for rental housing.

Discussion

The impact of the high cost of rentals and low vacancy rates is evidenced in the increase in renter overpayment over the past decade. The 2008-2012 American Community Survey (ACS) documents 63% of renters spending greater than 30% of their income on rent,

compared to 47% in 2000. Furthermore, the ACS documents 27.7% of Huntington Park's population as below the poverty level, compared to a poverty rate of 17.1% countywide. These conditions have contributed to a lengthy waiting list for housing assistance, both for Housing Choice Vouchers from HACoLA and for occupancy within one of the eleven affordable rental projects within Huntington Park.

NA-40 Homeless Needs Assessment – 91.205(c)

The Los Angeles Homeless Services Authority (LAHSA) coordinates the biennial Greater Los Angeles Homeless Count for the Los Angeles County/City Continuum of Care (LA CoC) as part of the national effort required by HUD to enumerate the homeless population. For purposes of reporting homeless count data to HUD, all Continua of Care use a “literal homeless” definition: “Men, women, and children who are:

- Sleeping in places not meant for human habitation, including on the street, in parks, along rivers, in backyards, unconverted garages, cars and vans, along freeways or under overpasses, and the like; or
- Sleeping in emergency shelters, safe havens, or transitional housing programs and were homeless upon entry to the program.”

LAHSA’s 2013 “point in time” count enumerated 58,423 homeless individuals in the County, reflecting a 16% increase from the 2011 count. Specifically for the Los Angeles CoC (LA CoC excludes the cities of Glendale, Pasadena and Long Beach), LAHSA reports a population of 53,798 homeless individuals, up by over 8,000 persons in comparison to the 2011 point in time count (refer to Table 29). Of this number, 12,934 are sheltered, 22,590 are unsheltered, and 18,274 are “hidden homeless,” meaning homeless persons who would not have been seen in the street or shelter count.

Table 29 – Changes in Homeless Population in LA CoC (Including Hidden Homeless) 2011-2013

	Sheltered Homeless		Unsheltered Homeless		Hidden Homeless		Total	
	#	%	#	%	#	%	#	% of County
2011	16,882	37%	17,740	39%	10,800	24%	45,422	
2013	12,934	24%	22,590	42%	18,274	34%	53,798	93%
Changes	-3,948	-23%	+4,850	27%	+7,474	69%	+8,376	18%

Data Source: 2013 Greater Los Angeles Homeless Count Report, January 2014

As shown in Table 30, 46,303 of the homeless counted in 2013 are single adults, 6,678 are families with children, and 817 are unaccompanied youth. This reflects a significant decline in the numbers of homeless in families and an increase in the numbers of unaccompanied youth.

Table 30 – Changes in LA CoC Homeless Population, 2011-2013

	Single Adults		Family Members		Unaccompanied Youth		Total	
	#	%	#	%	#	%	#	%
2011	35,838	79%	9,218	20%	366	1%	45,422	100%
2013	46,303	86%	6,678	12%	817	2%	53,798	100%
Changes	+10,465	+29%	-2,540	-28%	+451	+123%	+8,376	18%

Data Source: 2013 Greater Los Angeles Homeless Count Report, January 2014

Table 31 depicts the number of shelter beds within the Los Angeles Continuum of Care, and indicates a 23% decline the total number of shelter beds between 2011 and 2013. More specifically, emergency shelter beds fell 34% from 9,855 in 2011 to 6,468 in 2013; transitional shelters fell 8% from 6,982 in 2011 to 6,445 in 2013; and the limited number of safe haven shelter beds declined by 53% from 45 in 2011 to just 21 in 2013.

Table 31 – Changes in LA CoC Shelter Counts, 2011-2013

	Emergency Shelters		Transitional Shelters		Safe Haven Shelters		Total	
	#	%	#	%	#	%	#	%
2011	9,855	58%	6,982	41%	45	.3%	16,882	100%
2013	6,468	50%	6,445	50%	21	.2%	12,934	100%
Changes	-3,387	-34%	-537	-8%	-24	-53%	-3,948	-23%

Data Source: 2013 Greater Los Angeles Homeless Count Report, January 2014

According to LAHSA, the increase in the homeless population over just the last few years can be attributed to a continuing, persistent recession; loss of critical resources under the American Recovery and Reinvestment Act; a lack of affordable housing options for low income households and increasing rental rates; prison realignment which released prisoners without adequate funding and coordination of services and housing options; reduced Federal McKinney-Vento funding due to use of the new CDBG funding formulas; and in-migration of homeless persons to Los Angeles County.

While the homeless counts display an increase from 2011 to 2013 in the LA CoC as a whole, certain smaller geographic areas show differing trends. To explain, LAHSA has further divided the County into eight geographic areas designated as Service Planning Areas (SPA's) to provide better local control and planning efforts. The East Los Angeles Service Planning Area (SPA 7) which includes the City of Huntington Park, had a 2013 homeless population count of 2,430 persons, down 24% from 3,208 persons in 2011 (excludes hidden homeless). Of this population, 78% (1,901) are single adults, 21% (499) are family members, and 1% (30) are unaccompanied youth. Additionally, 37% (897) are sheltered, and 63% (1,533) are unsheltered. The 2013 shelter counts for SPA 7 include the following:

- Emergency Shelters: 151 beds, 111 units
- Transitional Housing: 679 beds, 517 units
- Permanent Supportive Housing: 924 beds, 361 units
- Winter Shelter Program: 64 beds, 64 units

Included in the Permanent Supportive Housing count is Huntington Park's recently opened Mosaic Gardens which includes 34 beds in 23 units. The project was developed by LINC Housing with the assistance of Federal HOME dollars from the City of Huntington Park.

The Huntington Park Code Enforcement Department estimates the City's daytime homeless population consists of approximately 30-50 chronically homeless persons (November 2014). A

large majority of the City’s homeless are chronic substance abusers, many suffering from mental health issues, have been homeless for several years and are more service resistant than those who have only been homeless for a short period of time. While City staff report no “visible” homeless families, the City is the only jurisdiction in the immediate area that allows overnight street parking, and as a result temporarily homeless individuals and families from the greater area come to Huntington Park to sleep in their cars overnight.

In addition to the currently visible homeless, a much larger segment of the community is at risk of becoming homeless. Over one-quarter of the City's residents live below the poverty line, with 44 percent of female-headed households with children in poverty, placing them at particular risk of homelessness. Another at-risk group includes the approximately 450 households in Huntington Park receiving Section 8 vouchers. While many of the aforementioned households are not living in shelters or on the street, many face problems of overcrowding and overpayment in an effort to afford housing. Others may live with friends or relatives or in substandard units such as converted garages.

Rising rents in Huntington Park have placed many lower-income persons at greater risk of homelessness. In particular, family households and single mothers are vulnerable due to the high costs associated with childcare. Rent increases have also hurt those with low-wage jobs. A lack of available Section 8 vouchers as well as a decline in apartment owners willing to accept these vouchers also places households at risk.

Almost all service agencies cited a need for more affordable housing in Huntington Park. Affordable housing for special needs groups such as large families and single mothers with children was seen as critical to alleviating overcrowding and preventing homelessness.

Table 32 - 2013 Total Counts and Demographics by Program Type for Los Angeles CoC

Population	Est. # experiencing homelessness on a given night		Estimate # experiencing homelessness each year	Estimate # becoming homeless each year	Estimate # exiting homelessness each year	Estimate # days persons experience homelessness
	Unsheltered	Sheltered				
Persons in HH with Adults & Children	2,071	4,607				
Persons in HH with only Children	716	101				
Persons in HH with only Adults	38,077	8,226				
Chronically Homeless	12,790	823				
Veterans	4,798	1,450				
Unaccompanied Youth	716	101				
Persons with HIV	347	164				

Data Source: Los Angeles Homeless Services Authority, March 2014.

Table 33 - 2013 Total Counts and Demographics by Program Type for SPA-7 – East Los Angeles

Population	Estimate the # of Persons Experiencing Homelessness on a Given Night		Estimate the # experiencing homelessness each year	Estimate # becoming homeless each year	Estimate # exiting homelessness each year	Estimate # of days persons experience homelessness
	Unsheltered	Sheltered				
Persons in HH with Adults & Children	184	315				
Persons in HH with only Children	29	1				
Persons in HH with only Adults	1,319	581				
Chronically Homeless	443	48				
Veterans	173	103				
Unaccompanied Youth	29	1				
Persons with HIV	13	12				

Data Source: Los Angeles Homeless Services Authority, March 2014.

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

In their 2013 Greater Los Angeles Homeless Count Report, LAHSA estimates 13,613 chronically homeless persons on any given night, representing over 25% of the Los Angeles CoC total homeless population. Of this number, 12,790 are unsheltered, and 823 are sheltered. Chronically homeless family members have decreased from 2,730 adults and children in 2011, to 1,227 adults and children (339 family units) in 2013, down 55%. In SPA-7, which encompasses the City of Huntington Park, 491 chronically homeless are estimated to exist, with 443 being unsheltered and 48 that are sheltered. There are also 29 chronically homeless family units, comprised of 105 homeless family members (79 unsheltered and 26 sheltered).

While LAHSA reports challenges in estimating homeless families, the Los Angeles Continuum of Care was still able to enumerate 6,678 persons living in households comprised of both adults and children, representing 2,223 total homeless households with children, compared to 9,218 homeless family members in 4,970 families in 2011. The vast majority of homeless families are sheltered (4,607 or 69%) in either emergency shelters or transitional housing programs or are

using hotel/motel vouchers, and 2,071 are unsheltered. Compared to 2011, the number of unsheltered families remained relatively unchanged, however there was a reduction in sheltered families likely due to successful transitions to permanent housing or because of out-migration to areas with lower unemployment rates. In SPA-7, there were 499 homeless persons belonging to a family reported in the homeless count, with the majority, 63%, being sheltered, and 184 unsheltered. The 499 homeless persons make up 166 total household units.

Another subpopulation of homeless in the LA CoC area are veterans and their families. LAHSA estimates 6,248 homeless veterans live in the LA CoC area (nearly 12% of the homeless population), 4,798 of whom are unsheltered, and 1,450 who are sheltered. This is a reduction of over 23% from the 8,131 total veterans in 2011. Among the 6,248 homeless veterans, 352 (approximately 6%) are estimated to be female veterans, and 36% are estimated to be chronically homeless. In the east side of Los Angeles County (SPA-7), there were 276 total homeless veterans, 16 of which were female veterans. Most of these, 63% or 173, are unsheltered, with the remaining living in either emergency or transitional housing.

Los Angeles is one of the only jurisdictions to conduct a separate Youth Count in order to target hard to reach youth. Along with the 2013 Point in Time count, provider agencies and homeless youth counters identified neighborhoods to count, based on places where homeless youth are known to frequent. In 2013, there were 6,019 homeless youth not part of a family household unit in the LA CoC, compared to 3,959 in 2011. Of these, 5,202 single adults are considered “transitional aged youth” because they are between the ages of 18 and 24. The remaining 817 are unaccompanied youth under the age of 18. Of these, only 101, or 12%, have shelter. Thirty of these 817 live in SPA-7 which encompasses the City of Huntington Park.

As previously stated, Huntington Park’s homeless population is estimated to range between 30-50 chronically homeless individuals. The majority of Huntington Park’s visible homeless population is made up of single, adult males, many who appear to have mental health or substance abuse issues. Homeless individuals may be well served by SRO units and transitional housing. Transitional housing facilities offer personal development programs, often augmented with health maintenance and professional counseling. Personal skills must be developed if true self-sufficiency is to be achieved.

Nature and Extent of Homelessness:

Table 34 – LA CoC Homeless Population by Race/Ethnicity

Race	#	%
White	31,444	58%
Black or African American	20,450	38%
Asian	692	1%
American Indian or Alaska	621	1%
Multi-Racial	591	1%
Ethnicity	#	%
Hispanic	11,753	22%
Not Hispanic	42,045	78%

Data Source: Los Angeles Homeless Services Authority, January 2014.

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

There are many factors that contribute to homelessness in Los Angeles County, and Huntington Park specifically. Unemployment, mental illness, family problems, and substance abuse are a few common factors. Individuals and families experience homelessness for a variety of reasons, and therefore a homeless population may have a variety of needs. A homeless person may need medical care, job training, childcare assistance, mental health care, credit counseling, substance abuse treatment, and/or English language education, among other services.

According to the data collected by LAHSA, there are an estimated 2,223 homeless families with children living in the LA CoC area, representing an estimated 6,678 adults and children (166 homeless families in SPA-7). While the exact number of homeless families in Huntington Park is unknown, it is probable that many homeless families were missed in the January 2013 Point in Time Count, as many families temporarily double-up or triple-up with other families due to economic hardship.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

The January 2013 Point in Time (PIT) Count identified 53,798 homeless persons in the Los Angeles CoC (all of LA County with the exception of Glendale, Pasadena, and Long Beach). As depicted in Table 34, 58% of the homeless counted are identified as White/Caucasian and 38% are Black/African American, with Asians, American Indian/Alaskan Native, and Multi-Racial persons making up a combined 3% of homeless persons. Persons of Hispanic ethnicity comprise 22% of the 2013 PIT count. In comparison to the 2011 PIT Count, there was a 64% increase in homelessness among the White/Caucasian population (non-Hispanic), a 6% decrease in Hispanic homeless populations, and a 28% decrease in the Asian homeless populations.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Within the Los Angeles CoC area, LAHSA identified a total of 12,934 sheltered homeless, 22,590 unsheltered homeless, and 18,274 “hidden homeless” in January 2013 (53,798 total), compared to 45,422 counted in 2011. In addition to the 53,798 literally homeless persons in the LA CoC, the 2013 Homeless Count telephone survey identified an estimated 14,146 people who are precariously housed and an additional 6,204 who are at risk of being homeless. HUD defines a “precariously housed” person as one who is staying with a household because he or she has no other regular or adequate place to stay due to lack of money or other means of support and who is sleeping inside the house and will be allowed to stay for 15-90 days. Furthermore, HUD defines “at-risk of literal homelessness” as a person who is staying with a household because he or she has no other regular or adequate place to stay due to lack of money or other means of support and who is sleeping inside the house, and will have to leave in 14 days or less.

The shelter counts are comprised of 6,468 homeless persons in emergency shelters, 6,445 in transitional housing, and 21 in safe havens, reflecting a decrease of 23% from 2011. LAHSA reports that the number of families utilizing motel vouchers on the nights of the count resulted in a significant reduction in the Emergency Shelter count. Additionally, the economic downturn has resulted in a number of shelters closing and a reduced capacity for crisis housing since 2011.

In terms of the unsheltered homeless, the table below shows that 82% of the homeless single adult population is unsheltered, 31% of homeless families are unsheltered, and 88% of unaccompanied youth under 18 years are unsheltered. Compared to 2011, total unsheltered counts rose by 43% in 2013.

Table 35 - Comparison of LA CoC Homeless Shelter Status by Household Type, 2011 - 2013

	2011					2013				
	Sheltered		Unsheltered		Total	Sheltered		Unsheltered		Total
Single Adults	9541	27%	26,297	73%	35,838	8,226	18%	38,077	82%	46,303
Family Members	7,254	79%	1,964	21%	9,218	4,607	69%	2,071	31%	6,678
Unaccompanied Youth	87	24%	279	76%	366	101	12%	716	88%	817
LA CoC Overall	16,882	37%	28,540	63%	45,422	12,934	24%	40,864	76%	53,798

Data Source: Los Angeles Homeless Services Authority, January 2014.

Discussion

In HUD’s 2013 Continuum of Care Dashboard Report, which provides an overview of a CoC’s performance in serving homeless individuals, a total of 23,800 beds are recognized as being available within the LA CoC for a variety of target populations:

Table 36 - 2013 LA CoC Housing Inventory Summarized by Target Population and Bed Type

	Emergency Shelter	Permanent Supportive Housing	Safe Haven	Transitional Housing
Youth	81	0	0	12
Mixed (any population)	426	25	0	1,143
Individual	2,885	10,938	25	5,166
Adult & Child(ren)	591	904	0	1,604

Data Source: U.S. Department of Housing and Urban Development (HUD)

The data collected by LAHSA identifying 53,798 homeless persons within the Los Angeles County CoC, coupled with a total bed count of 23,800 suggests the overall need for additional housing for homeless. The prevalence of health related conditions such as substance abuse, mental health, alcoholism, and other issues experienced by homeless persons also suggest a need for public services to assist with these conditions. Public outreach to housing, homeless, and public service providers conducted in support of the Consolidated Plan echoes this need.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

Certain segments of the population may have greater difficulty finding adequate and affordable housing due to their unique special needs and circumstances. Such circumstances range from fixed incomes to limited mobility to the need for supportive services. The groups that categorically fall under special needs are the elderly and frail elderly, persons with disabilities, victims of domestic violence, persons with HIV/AIDS, and persons with substance abuse problems. These groups represent a significant part of Huntington Park's population, and efforts must be made to ensure that decent, affordable and accessible housing is available to all such special needs populations.

Describe the characteristics of special needs populations in your community:

Elderly and Frail Elderly

Approximately 7% of Huntington Park residents are over age 65, comprising approximately 3,900 senior citizens. Among the City's households, 13% are headed by seniors, translating to nearly 2,000 senior households. While most of Huntington Park's seniors are renters (60%), a substantial proportion (40%) own their homes. About 18% of the City's elderly live alone, and 28% live below the poverty level. Approximately 44% of elderly residents in Huntington Park have some type of disability.

Persons with Disabilities

Approximately 8% (4,425 persons over the age of 5) of Huntington Park residents report having some type of disability (*source: 2008-2012 American Community Survey*). Over one-third of these residents are unable to live independently. More specifically, the City's disabled population have the following types of disabilities:

- 56% Ambulatory
- 37% Cognitive
- 27% Hearing
- 26% Self Care
- 23% Vision

Just over half of Huntington Park's disabled population of general working age (18-64 years old) are employed. In general, many persons with disabilities have lower-incomes since the disability may affect their ability to work.

Victims of Domestic Violence

Individuals fleeing domestic violence are generally women and children. It is difficult to estimate the number of victims of domestic violence, as many victims do not call the police or seek services. Women between the ages of 18 and 44 are at an increased risk for domestic violence, with lower-income and immigrant women particularly vulnerable to abuse. This needs group needs transitional housing with counseling and supportive services.

Persons with HIV/AIDS

Persons with HIV/AIDS are considered a special needs group due their need for affordable housing, health care, counseling and other supportive services. Based upon *An Epidemiologic Profile of HIV and AIDS in LA County* prepared by the Los Angeles County Public Health Department in 2009, a cumulative total of 3,184 HIV/AIDS cases have been reported in the “East” Service Planning Area. The East SPA is one of eight areas LA County has developed in an effort to characterize local health needs regionally. The East SPA includes the cities of Huntington Park, South Gate, Bell, Bell Gardens, Walnut Park, Maywood, and Florence to name a few. The population is mostly male (84%) and the majority of cases were Latino (75%). Whites accounted for 14 percent of the total number of cases, and Blacks accounted for seven percent. The number of cases in the East SPA were widely dispersed, with the exception of South Gate and Huntington Park that had the highest totals, with 90 and 499 cases respectively.²

Alcohol/Other Drug Abuse

According to the National Council on Alcoholism and Drug Dependence, 18 million Americans suffer from alcohol dependencies, while five to six million Americans suffer from drug addictions. Furthermore, more than nine million children live with a parent dependent on alcohol and/or illicit drugs.

Persons with drug and or alcohol addictions often need a supportive living environment to break their habit. Supportive housing for persons with substance addictions is typically transitional housing programs that also offer counseling and job training. The County serves as the primary funding source for these types of programs.

What are the housing and supportive service needs of these populations and how are these needs determined?

Elderly and Frail Elderly

The elderly have a number of special needs including housing, transportation, health care, and other services. Housing is a particular concern due to the fact that many of the elderly are on fixed incomes. As housing expenses rise, they may have less money available for medical costs and other vital services. Huntington Park has four senior housing projects providing 650 units, with approximately 360 of these units restricted to occupancy by lower income households at affordable rents.

The frail elderly (85 years of age and above) have specialized needs as they become increasingly unable to perform daily functions and take care of themselves without assistance. These needs

² While updated numbers are not currently available for the Huntington Park city limits, the 2013 LA County HIV Surveillance Report identifies a total of 3,065 persons in the East Service Planning Area (including Huntington Park) living with the HIV infection as of December 31, 2013.

may include additional health care needs, modifications to housing, or more specialized housing in a 24-hour care environment. An estimated half of the frail elderly population require personal assistance to perform daily functions.

For those seniors who live on their own, many have limited incomes and as a result of their age may not be able to maintain their homes or perform minor repairs. Furthermore, the installation of grab bars and other assistance devices in the home may be needed. The City offers a Residential Rehabilitation Program which provides for deferred loans of up to \$50,000, with a forgivable component of up to \$25,000 for repairs that correct for health and safety violations. The City is also planning to re-initiate its Minor Home Repair Program to provide grants for minor repairs and accessibility improvements to seniors and persons with disabilities.

Persons with Disabilities

In addition to health care services, persons with disabilities need affordable and accessible housing and transportation. In order to provide accessible housing, special designs and/or accommodations may be necessary. These may include ramps, holding bars, wider doorways, lower sinks and cabinets, and elevators. Housing should be accessible through the use of special design features to accommodate wheelchairs and persons with mobility limitations.

Due to their specific housing needs, persons with disabilities are vulnerable to discrimination by landlords, who may not be familiar with the reasonable accommodation protections contained in the Fair Housing Act. Similarly some landlords may be hesitant to rent to persons with an assistive animal such as a guide dog.

For those persons who may not be able to live on their own or with family members and require additional care and supervision, licensed community care facilities offer special residential environments for persons with disabilities including physical, mental, and emotional disabilities. Three licensed adult residential care facilities that serve disabled persons are located in Huntington Park, with capacity for 40 individuals.

Persons with HIV/AIDS

Short-term housing needs for persons with AIDS may include hospice facilities, shelters or transitional housing. Long-term needs include affordable housing in close proximity to public transportation and health care facilities. As with other persons with disabilities, persons with HIV/AIDS may face discrimination that affects their access to housing due to fear, the need for reasonable accommodation, or other factors.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

Refer to discussion above

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction’s need for Public Facilities:

The City of Huntington Park has a wide array of public facilities to serve the needs of its residents. These include six public parks ranging in scale from the 21 acre Salt Lake Park; Raul R. Perez Memorial Park and Freedom Park which each comprise approximately four acres; Civic Center Park at one and a half acres; and Senior Citizen and Chelsea Parks which are both less than one acre in size. Table 37 presents a summary of the City’s park facilities.

Table 37 - Park Facilities

Amenities	Salt Lake Park	Civic Center Park	Raul R. Perez Park	Freedom Park	Senior Citizen Park	Chesley Park	Totals
Acreage	20.9	4.0	4.5	1.5	.5	.2	31.6
Community Bldgs.	1		1	1	1		4
Lighted Baseball Fields	2						2
Lighted Softball Fields	3						3
Volleyball Courts				1			1
Unlit Multipurpose Fields	1		1	1			3
Lighted Soccer Fields	1						1
Lighted Tennis Courts	5						5
Indoor Volleyball Courts	1						1
Lighted Basketball Courts	4		4				4
Unlit Basketball Courts				2			2
Wading Pools	1						1
Tot Lot / Playgrounds	3	1	1	1		1	7
Swing Sets	1		2			1	4
Picnic Tables	66	17	10	6	13	3	115
Barbeques	37	5		3	4	3	52
Restrooms	Yes	Yes	Yes	Yes			
Skate Parks	1						1
Handball Courts				1			1
Parking Lot Spaces	490	94	50	3	120	O/S	757

Source: Huntington Park Parks and Recreation Master Plan, May 2008

Three of the City's parks (Salt Lake, Freedom and Raul R. Perez Parks) include community recreation centers, children's playgrounds, basketball courts, turf field areas, and in the case of Salt Lake Park, there is a gymnasium, baseball diamonds and a skate park. In addition, the Oldtimers Foundation owns and operates the Family Center on Gage Avenue which serves as a regional multi-generational community center for seniors, youth and families. The Family Center has the only public swimming pool in the area. All four of these facilities provide important services including after-school programs, childcare, senior meals, assistance/advocacy programs, educational programs, and a wide array of recreational activities. As discussed below, these facilities offer services to all residents, including special needs groups. In addition, many of these programs are provided free of charge or have scholarships that help offset the cost to lower-income residents.

Despite these many facilities, there is still demand for additional facilities, with the increase in the number of families with children placing added stress on recreational facilities. Apart from additional facilities, many existing community facilities need upgrades, rehabilitation, and in some cases replacement to keep up with demand. In order to address this need, the Parks and Recreation Department adopted a Parks and Recreation Master Plan (2008) that will serve as a roadmap to help guide future parks and recreation decisions in the City. The main areas of focus of the Master Plan include an assessment of current park facilities and recreation programming; an analysis of park maintenance; existing park opportunities and constraints; and a park facility action plan that identifies more than 80 park improvement projects.

Among the many improvements identified in the Master Plan for all six parks are: new walkways and restrooms, upgraded playground equipment to meet ADA requirements, parking lot repairs, new ADA drinking fountains, landscaping, lighting, and renovation of basketball courts. Discussions with the Parks and Recreation Department during the public outreach process revealed that most of the identified improvements have already been accomplished with the exception of Soccer Field Lighting Project and the Salt Lake Park Splash Pad Project for which CDBG funding will likely be requested during this Consolidated Plan timeframe.

The Soccer Field Lighting Project consists of the installation of an energy efficient lighting system on the Kevin de Leon Soccer Field. Soccer Field renovations was identified among the top 5 outdoor amenities most desired by Huntington Park residents, per the 2008 Parks and Recreation Master Plan.

The development of the Salt Lake Park Splash Pad project addresses the recreational needs identified by community residents during the 2008 Parks and Recreation Master Plan process and subsequent park planning meetings. The construction of this water play facility will responsibly consider the state of California's limited water resources and will feature an eco-friendly water filtration system. Low-income families residing in Huntington Park and the surrounding cities of southeast Los Angeles County, will therefore enjoy and benefit from an amenity that will be built with full consideration to future generations.

How were these needs determined?

The Parks and Recreation Department was instrumental in determining the City's parks/recreation facility needs. This Department provided input as part of the City's public outreach efforts for this Consolidated Plan. Also, a Community Needs Survey made available on the City's website and on public counters described youth centers and general parks and recreational facilities as the top two public facility needs in the community.

Describe the jurisdiction's need for Public Improvements:

Infrastructure improvements cover such issues as upgrades or expansion of streets, sidewalks, curbs and gutters, sewer and drainage systems, and street lights, and are in general an eligible expenditure for CDBG funds within low and moderate-income areas. Most of Huntington Park's low and moderate income neighborhoods are older, and many contain aging infrastructure. The Public Works Department has identified street resurfacing, water, sewer and storm drain system improvements as significant needs in these neighborhoods. Rehabilitation of the City's reservoirs were also identified as a current need as the roofs and liners are in need of replacement.

Other projects the Public Works Department may undertake during the Consolidated Plan timeframe, dependent on available CDBG or alternative funding, include street resurfacing, Safe Route to School, Pacific Boulevard Pedestrian Improvements, State Street Bike Lane, Randolph Street Rails-to-Trails Study, Downtown Huntington Park iPark, and the Signal Synchronization and Bus Speed Improvement Project.

In February 2014, the Public Work Department also completed a Bicycle Master Plan to implement the provisions of the State of California's Bicycle Transportation Account program as stipulated in the Streets and Highways Code (SHC) Section 890-894.2 – California Bicycle Transportation Act (BTA). The BTA's purpose is to establish a bicycle transportation system that is designed and developed to achieve the functional commuting needs of the employee, student, business person, and shopper as the foremost consideration in route selection, to have the physical safety of the bicyclist and bicyclist's property as a major planning component, and have the capacity to accommodate bicyclists of all ages and skills.

The overall goal of the Bicycle Master Plan is to "increase bicycling within the city of Huntington Park as a viable alternative to automobile travel through the coordinated planning and implementation of policies, programs, and infrastructure that support and facilitate bicycle travel for all user groups." To implement the Plan, a goal to identify and secure funding from various local, regional, state, and federal sources is also noted. To that effect, CDBG funds could be requested within the Consolidated Plan timeframe for bicycle related projects.

To help maintain and improve the appearance of neighborhoods, especially those in more blighted areas, the City provides a graffiti removal service. The Department of Public Works has an active program that assists with the removal of graffiti on homes, businesses and in public places in the community.

How were these needs determined?

The City's Capital Improvements Plan (CIP) identifies infrastructure and public improvements to be undertaken in Huntington Park. The City has generally relied on a variety of other non-CDBG funding sources to pay for infrastructure improvements, and is actively addressing water, sewer, storm drain and street deficiencies through ongoing projects. Nonetheless, the City may direct CDBG funds towards infrastructure improvements in low and moderate income neighborhoods as needed.

The Consolidated Plan Community Needs Survey also recognized street and alley improvements as some of the most critical community development needs in Huntington Park, followed by water/sewer improvements, sidewalk improvements, and draining improvements.

Describe the jurisdiction's need for Public Services:

Huntington Park's special needs populations, as well as low and moderate income households in general, have a variety of public service needs. Consultation with community residents and social service providers conducted as part of this Consolidated Plan identify the following key service needs in Huntington Park:

- Anti-crime services
- Youth services (after-school programs and teen services)
- Child care services
- Health care and mental health services
- Tenant/landlord counseling
- Services for seniors and disabled populations
- Transportation services
- Services for the homeless

The City of Huntington Park, as well as local non-profits, offer an array of services to low and moderate-income residents and special needs groups such as persons with disabilities. The City actively supports the provision of services both through the Parks and Recreation Department, Public Works Department, Police Department, and through support of public service providers.

How were these needs determined?

Consultation with social service providers active in Huntington Park and distribution of a Community Survey provided extensive input on the needs of the populations they serve. The Community Development Department has also provided key direction in prioritizing public service needs.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

Table 38 presents the City's housing unit mix, as documented by the 2007-2011 American Community Survey (ACS). The City has approximately 15,100 housing units, with a relatively even split between single-family and multi-family units. As a built-out community, housing growth in recent years has primarily been attributable to the introduction of housing in the downtown and on target opportunity sites, and is largely a result of City involvement in the provision of assisted housing (refer to Table 40 later in this Section for a complete listing of assisted housing projects).

Housing tenure refers to whether a housing unit is owned, rented or is vacant. Tenure reflects the relative cost of housing opportunities, and influences residential mobility, with owner units generally evidencing lower turnover rates than rental housing. As indicated in Table 39, 72% of Huntington Park's households are renters, consistent with 1990 and 2000 levels when 72% and 73%, respectively, of households were renters. As indicated in Figure 6 in Appendix B, the highest concentrations of renter households (over 85%) are generally located in the central part of the City surrounding Pacific Boulevard, and extending east and west along Gage and Florence; in the City's northern extension north of Slauson; the area on both sides of State in between Gage and Randolph; and the area bound by Saturn to the north, Florence to the south, State to the west, and Salt Lake to the east.

Another important characteristic of the City's housing supply is the size of units with respect to the number of bedrooms. Large households, defined as households with five or more members, generate the need for units with three or more bedrooms. With approximately 1,000 rental units with three or more bedrooms, compared to over 3,300 renter households having five or more members (as documented by the 2010 Census), the supply of large rental units is generally inadequate to meet the needs of the community's large renter households. Many of these large rental units may be occupied by smaller households, and/or consist of single-family homes which command higher rents, thus restricting availability for occupancy by lower income large families. The City emphasizes the inclusion of large family units in both owner and rental housing developments to meet this need. In addition, the City's Residential Rehabilitation Loan Program provides loans for room additions to provide adequately sized housing.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	6,021	40%
1-unit, attached structure	1,791	12%
2-4 units	2,010	13%
5-19 units	3,265	22%
20 or more units	2,041	13%
Mobile Home, boat, RV, van, etc.	24	0%
Total	15,152	100%

Table 38 – Residential Properties by Unit Number

Data Source: 2007-2011 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	58	1%	2,051	20%
1 bedroom	124	3%	4,355	42%
2 bedrooms	1,222	30%	2,938	28%
3 or more bedrooms	2,698	66%	1,008	10%
Total	4,102	100%	10,352	100%

Table 39 – Unit Size by Tenure

Data Source: 2007-2011 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Huntington Park has an active history of supporting affordable housing development in its community. As illustrated in Table 40, the City has facilitated the development of eight residential developments, and the acquisition/rehabilitation of six projects with long-term affordability covenants on all or some of the units. These projects include: Concord Huntington Park, Seville Gardens, Casa Rita, Rugby Senior Apartments, Casa Bonita, Rita Court, Santa Fe Village, and Casa Bella (new construction), and Bissell Apartments, Bissell II, Bissell III, 6700 Middleton Street, 6822 Malabar Street, and the Mosaic Gardens projects (acquisition/rehabilitation). These 14 projects provide a total of 557 affordable units, including 361 very low income (30% MFI), 149 low income (50% MFI) units, and 47 moderate income (80% MFI) units. Of the total 557 units, 361 are senior units, 185 are family units, and 11 are family, transitional age youth units.

Table 40 - Assisted Housing Inventory

Date Built	Project Name and Location	Owner vs Renter	Senior vs Family	Total # Units	Restricted Affordable Units*	Affordability Period	Funding Sources
1973	Concord Huntington Park 6900 Seville Ave	Renter	Senior	162	162 very low income	2029	Mortgage Revenue Bond, Tax Credit
1989	Seville Gardens 2701 Randolph St	Renter	Senior	223	45 very low income	2029	RDA, California Reinvestment Corp.
1995	Casa Rita 6508 Rita Ave	Renter	Family	103	21 very low income, 81 units low income	2050	Tax Credits, Mortgage Revenue Bond
1997	Rugby Senior Apts 6330 Rugby Ave.	Renter	Senior	184	37 very low income, 37 low income	2050	Section 108 loan, Tax Credits
2001	Bissell Apartments 6344 Bissell St (acquisition/rehab)	Renter	Family	4	4 low income	2021	HOME, CDFI
2002	Casa Bonita 6512 Rugby Ave	Renter	Senior	80	80 very low income	2030	HOME, City of Industry Set-aside, Tax Credits, AHP
2003	Bissell II Apts 6308-6312 Bissell (acquisition/rehab)	Renter	Family	7	1 very low income, 4 low income	2062	HOME, CDFI
2007	Bissell III Apts 6340 Bissell (acquisition/rehab)	Renter	Family	4	4 low income	2062	HOME
2008	6700 Middleton St. (acquisition/rehab)	Renter	Family	6	2 very low income, 4 low income	2063	HOME
2008	6822 Malabar St. (acquisition/rehab)	Renter	Family	10	2 very low income, 8 low income	2063	HOME
2014	Mosaic Gardens 6337 Middleton St. (acquisition/rehab)	Renter	Family, Transitional Aged Youth	24	11 very low income	2069	HOME, Tax Credits, MHSA
1996	Rita Court** 6900-30 Rita Ave	Owner	Family	64	39 moderate income	No resale controls	CDBG – land acquisition
2000	Santa Fe Village** 2400-12 Randolph	Owner	Family	17	8 moderate income	No resale controls	CDBG – land acquisition
2004	Casa Bella 6902-30 Rita Ave.	Owner	Family	15	7 low income	2025	HOME

Source: City of Huntington Park Community Development Department, June 2014.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

The City's affordable projects are financed through a variety of funding sources, including tax credits and HOME funds, which require long-term affordability controls. None of these projects are at risk of conversion to market rate for at least 15 years.

In 1999, the 162-unit Concord Huntington Park development pre-paid its HUD mortgage and converted to market rate. However, the City utilized a Multifamily Mortgage Revenue Bond to maintain project affordability for an additional 30 years.

Does the availability of housing units meet the needs of the population?

The available housing units do not meet the needs of low income City residents, as evidenced by the high rates of housing overpayment discussed in the following section on Cost of Housing, and the presence of nearly 300 Huntington Park families on the Los Angeles County Housing Authority waiting list for rental assistance.

Describe the need for specific types of housing:

The following types of housing are not being provided for in the market without some level of public assistance:

- Rental housing affordable to extremely low, very low and low income households.
- Rental housing with three or more bedrooms affordable to low and moderate income households.
- Homeownership housing affordable to the middle income workforce.
- Affordable, accessible housing for persons living with disabilities.
- Permanent supportive housing for persons with special needs, including homeless individuals and families, persons living with HIV/AIDS and their families, transition age (emancipated foster care) youth, persons with chronic mental illness, and others.

Discussion

The City of Huntington Park, the City's former Redevelopment Agency and non-profit partners have played an active role in providing affordable housing not otherwise being provided for in the market, including rental housing for seniors, families, and transitional age youth. With the elimination of Redevelopment Agency funds, and reductions in federal HOME funds, the City will be more reliant on outside sources of funds, such as Low Income Housing Tax Credits, to fund future affordable housing activities. As such, the City must also continue to support legislation changes that would address increased funding for affordable housing.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

Many housing problems such as overcrowding and overpayment are directly related to the cost of housing in a community. If housing costs are high relative to household income, a corresponding high prevalence of housing problems occurs. This section evaluates the affordability of housing in Huntington Park to lower and moderate income households.

Cost of Housing

	Base Year: 2000	Most Recent Year: 2011	% Change
Median Home Value	162,700	351,900	116%
Median Contract Rent	546	834	53%

Table 41 - Cost of Housing

Data Source: 2000 Census (Base Year), 2007-2011 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	739	7.1%
\$500-999	7,150	69.1%
\$1,000-1,499	2,155	20.8%
\$1,500-1,999	265	2.6%
\$2,000 or more	43	0.4%
Total	10,352	100.0%

Table 42 - Rent Paid

Data Source: 2007-2011 ACS

Housing Affordability

% Units affordable to Households earning	Renter		Owner	
	Units	Households	Units	Households
30% HAMFI	400	3,970	No Data	390
50% HAMFI	3,120	2,920	155	780
80% HAMFI	8,965	2,435	580	1,290
100% HAMFI	No Data	465	954	475
Total	12,485	9,790	1,689	2,935

Table 43 - Housing Affordability

Data Source: 2007-2011 CHAS

Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	911	1,101	1,421	1,921	2,140
High HOME Rent	924	1,008	1,212	1,391	1,533
Low HOME Rent	738	791	948	1,096	1,222

Table 44 - Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

No; the greatest need remains for extremely low income households, but due to high rent levels, even low income households have a difficult time finding housing in Huntington Park.

Table 43, Housing Affordability, identifies the number of owner and renter housing units in Huntington Park affordable to households in each income range, based on an affordability standard of spending no greater than 30% of income on total housing costs. Incorporating information into the Table on the number of owner and renter households by income category (based on the 2007-2011 CHAS from Table 10) provides insight on the shortage of housing units affordable to low and moderate income households. For example, the Table identifies just 3,520 rental units in Huntington Park affordable to low income (<50% AMI) households, compared to the presence of 6,890 lower income renter households, indicating a need for low income rental housing nearly double the current supply. In terms of owner housing, the 2007-2011 CHAS identifies just 1,689 affordable homeowner units to meet the needs of 2,935 owner households earning less than 100% AMI. Such disparities in household incomes and housing costs results in a large segment of Huntington Park's population spending greater than 30% of income on housing costs.

How is housing affordability likely to change considering changes to home values and/or rents?

High prices and low inventory keep home ownership out reach for many Huntington Park residents. Rents have been pushed to record high levels, at the same time there has been an increased demand for apartments.

The "Great Recession" and housing crisis at the end of the last decade resulted in many previous homeowners becoming renters. This increased demand for rental housing has placed upward pressure on rents, negatively impacting housing affordability.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

A rental survey conducted in October 2014 documented the following average apartment rents in Huntington Park: \$740 for studio units, \$975 for one-bedroom units, \$1,150 for two-bedroom

units, and \$1,450 for three-bedroom units. As presented in Table 44, HUD Fair Market Rents (FMRs) are above rent levels in Huntington Park, at \$911 for a studio, \$1,101 for a one-bedroom, \$1,421 for a two bedroom, and \$1,921 for a three bedroom apartment. Market rents below FMR payment standards facilitates the participation of private landlords in the Housing Authority’s Section 8 rental subsidy program, as evidenced by over 450 active Section 8 leases in Huntington Park (source: Housing Authority County of Los Angeles, Sept 2014).

Discussion

Rental Housing Market

With nearly three-quarters of the City’s housing comprised of rentals, Huntington Park has a very active rental market. Table 45 presents the results of an October 2014 survey of apartments advertised as available for rent in Huntington Park.

Table 45 - Huntington Park Apartment Rents 2014

# Bedrooms	Rental Range	Average Rent
Studio	\$680 - \$795	\$740
One Bedroom	\$750 - \$1,150	\$975
Two Bedroom	\$925 - \$1,495	\$1,150
Three Bedroom	\$1,350 - \$1,650	\$1,450

Sources: Craigslist.com; Westside Rentals.com; Brabant Realty and Management.

Table 46 presents the maximum affordable rents for low, moderate and middle income households by household size, and compares with median apartment rents on vacant units in Huntington Park. As the table below indicates, citywide median rents are above the level of affordability for low income households. The monthly affordability gap for low income households ranges from \$22 for two-person households (one-bedroom units), up to \$515 for four-person households (three bedroom apartments). Moderate and middle income households are however still able to afford average apartment rents in Huntington Park.

Table 46 - 2014 Maximum Affordable Rents¹ Los Angeles County

Income Level ²	1 Bedroom (2 person)	2 Bedroom (3 person)	3 Bedroom (4 person)
Low Income	\$753	\$847	\$935
Moderate Income	\$1,264	\$1,423	\$1,574
Middle Income	\$1,453	\$1,636	\$1,810
Huntington Park Average Rents	\$975	\$1,150	\$1,450

Source: Karen Warner Associates.

¹ Maximum rent reflects deduction of utility allowance per LACDC utility schedule.

² Income levels reflect the 2014 Official State Income Limits published by State HCD.

Home Ownership Market

Table 47 documents all existing single-family home and condominium sales in Huntington Park during calendar year 2013. As indicated by this Table, the median single-family home price in

Huntington Park over the past year was \$270,000, a 17% increase over the prior year. A total of 128 existing homes sold in the City during 2013, a relatively limited number given the City's housing stock of over 4,000 ownership units. In terms of condominium sales, 35 condos were sold in Huntington Park in 2013. At a median sales price of \$154,000, Huntington Park condominiums were more affordable than in other southeast Los Angeles County jurisdictions. However, condominium prices appreciated 28% over the past year in the City.

Table 47 - Huntington Park Single-Family Home and Condominium Sales: 2013

Community	Zip Code	# Homes Sold	Median Home Price	% Change from 2012	Home Price per sf	# Condos Sold	Median Condo Price	% Change from 2012
Huntington Park	90255	128	\$270,000	+17.4%	\$213	35	\$154,000	+28.3%

Source: www.dqnews.com, LA Times Sunday Edition charts – Data for Year 2013.

For purposes of evaluating home purchase affordability, Table 48 presents the maximum affordable purchase price for middle income households (110% AMI), and compares this with market sales prices for single-family homes and condominiums in Huntington Park as documented in Table 47. As illustrated below, the maximum affordable purchase price ranges from \$267,000 for a three-person household to \$300,900 for a four person household. With a median single-family sales price of \$270,000, many single-family homes in Huntington Park remain affordable to households earning middle incomes, and at a median price of \$154,000, condominiums are well within the level of affordability.

Table 48 - 2013 Los Angeles County Maximum Affordable Housing Cost

Middle Income (110% AMI) Affordable Housing Cost	2 Bedroom (3 persons)	3 Bedroom (4 persons)
Household Income @ 110% Median	\$64,130	\$71,280
Income Towards Housing @ 35% Income	\$22,446	\$24,948
Maximum Monthly Housing Cost	\$1,870	\$2,079
HOA Fees	\$270	\$270
Utilities	\$91	\$112
Property Taxes (1.1% affordable hsg price)	\$245	\$276
Insurance (Property and Mortgage)	\$115	\$130
Monthly Income Available for Mortgage	\$1,149	\$1,291
Supportable 30 yr. Mortgage @ 4.0% interest	\$241,000	\$270,800
Homebuyer Downpayment (10%)	\$26,700	\$30,100
Maximum Affordable Purchase Price	\$267,000	\$300,900
Huntington Park Median Single-Family Sales Price	\$270,000	
Huntington Park Median Condominium Sales Price	\$154,000	

Source: Karen Warner Associates.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

Definitions

The City of Huntington Park defines “substandard” as units which do not meet the Section 8 Existing Housing Quality Standards and/or the Uniform Building Code as adopted by the City.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	2,058	50%	5,518	53%
With two selected Conditions	532	13%	2,684	26%
With three selected Conditions	0	0%	89	1%
With four selected Conditions	0	0%	15	0%
No selected Conditions	1,512	37%	2,046	20%
Total	4,102	100%	10,352	100%

Table 49 - Condition of Units

Data Source: 2007-2011 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	51	1%	211	2%
1980-1999	837	20%	1,527	15%
1950-1979	1,012	25%	4,089	40%
Before 1950	2,202	54%	4,525	44%
Total	4,102	100%	10,352	101%

Table 50 - Year Unit Built

Data Source: 2007-2011 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	3,214	78%	8,614	83%
Housing Units build before 1980 with children present	259	6%	620	6%

Table 51 – Risk of Lead-Based Paint

Data Source: 2007-2011 ACS (Total Units) 2007-2011 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 52 - Vacant Units

Need for Owner and Rental Rehabilitation

The age of a community's housing stock can provide an indicator of overall housing conditions. Typically housing over 30 years in age is likely to need rehabilitation work to major elements of the structure, such as roofing, siding, plumbing and electrical systems. As a mature community, the majority of Huntington Park's housing stock consists of units older than 30 years of age, as depicted in Table 50. Among owner-occupied housing, 79% of units were constructed prior to 1980, reflective of the community's numerous older single-family neighborhoods. Similarly, a substantial proportion of Huntington Park's rental housing is greater than 30 years in age (84%); this housing is typically of lesser quality and suffers more wear-and-tear from tenants than owner-occupied housing.

The Condition of Units in Table 49 presents the number of housing units in Huntington Park with one or more housing problems, including: 1) lacks complete plumbing facilities, 2) lacks complete kitchen facilities, 3) more than one person per room, and 4) cost burden greater than 30%. As presented, 63% of owner units have one or more of these problems (or "conditions"), and 80% of rental units have one or more problems. The vast majority of these problems are associated with household overcrowding and housing cost burden, rather than the physical condition of the unit, as confirmed by Table 9 Housing Problems (among households earning up to 100% AMI) which identifies just 155 units in Huntington Park as lacking complete plumbing or kitchen facilities, in comparison to approximately 5,200 overcrowded households and nearly 2,400 households experiencing overpayment.

As indicated in Table 52, given the low vacancy rates and strength of the housing market, City Code Enforcement staff are unaware of any homes sitting vacant or bank-owned in need of rehabilitation or replacement.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

The age of the housing stock is the key variable for estimating the number of housing units with lead-based paint. Starting in 1978, the use of lead based paint on residential property was prohibited. National studies estimate that 75% of all residential structures contain lead-based

paint and that older structures have the highest percentage of lead-based paint. As shown in Table 51, 78% of Huntington Park's owner-occupied units were built prior to 1980, and of these 3,214 units, just 6% or 259 units have occupants that include children. Similarly, among Huntington Park's rental housing, 83% was built prior to 1980 (8,614 units), with children present in just 6% or 620 of these units.

Pre-1980 housing units with children present pose the greatest threat of lead poisoning. With an estimated 879 such households in Huntington Park, lead exposure among children is not a sizable issue. Another risk factor is household income, with lower income households having a greater risk of exposure. The 2007-2011 CHAS identifies 82% of Huntington Park's households as earning less than 80% HAMFI (refer to Table 8), translating to an estimated 9,700 low and moderate households residing in the City's approximately 11,800 pre-1980 housing units.

Discussion

The biggest contributors to substandard housing in Huntington Park are the aging housing stock, household overcrowding, and absentee landlords. According to code enforcement staff, the primary issues with substandard housing pertain to inadequate space heating, leaking windows, and aging plumbing and electrical systems. The City has a significant number of garages converted into living quarters, often commanding rents of \$800-\$1,000 per month. Code enforcement staff issue citations and fines on an ongoing basis requiring garage conversions to be "unconverted", but continually find new conversions occurring throughout the City.

Huntington Park has significant need for continued code enforcement, property maintenance and housing rehabilitation programs to stem housing deterioration. In order to maintain adequate housing conditions, the City operates a pro-active code enforcement program combined with responding to resident complaints. Owners of properties in violation of codes are encouraged to participate in City-sponsored rehabilitation programs, though funding is inadequate to service the number of households in need.

MA-25 Public and Assisted Housing – 91.210(b)

The following table presents information on the Housing Assistance Voucher (formerly Section 8) rental assistance program administered by the Los Angeles County Housing Authority (HACoLA). HACoLA's Housing Assistance Voucher program currently assists approximately 23,000 families through a partnership with over 13,000 property owners throughout the County. Within Huntington Park, HACoLA administers 458 tenant-based vouchers for low income households (November 2014). There is no public housing within Huntington Park. The inventory of 557 units of assisted rental housing in Huntington Park, and units at risk of conversion to market rate, is discussed in the earlier section MA-10.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project-based	Tenant-based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	0	0	458	0	458	0	0	0
# of accessible units									

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 53 – Total Number of Units by Program Type (Huntington Park only)

Data Source: Housing Authority of County of Los Angeles, November 2014.

Describe the supply of public housing developments:

Not applicable.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

Not applicable.

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Not applicable.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

Not applicable.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

The emergency shelter, transitional, and permanent supportive housing facilities located in Service Planning Area 7 (SPA 7), which includes the city of Huntington Park, are presented in Table 54 which follows. Transitional housing is intended to facilitate the transition of homeless individuals and families to permanent housing. This type of housing limits the length of stay and re-circulates the assisted unit to another eligible individual or family. Supportive housing is defined as permanent rental housing linked to a range of support services designed to enable residents to maintain stable housing. The 2013 shelter counts for SPA 7 include the following:

Emergency Shelters: 151 beds, 111 units

Transitional Housing: 679 beds, 517 units

Permanent Supportive Housing: 924 beds, 361 units

Winter Shelter Program: 64 beds, 64 units

The narrative which follows describes these facilities as well as homeless services available to Huntington Park's homeless population.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	<p>Su Casa Crisis Shelter (Lakewood) – 20</p> <p>Women’s & Children’s Crisis Center (Whittier) – 32</p>		<p>So. CA Alcohol and Drug Program, Inc. Angel Step II (Bellflower) – 30</p> <p>Su Casa Ending Domestic Violence Transitional Housing (Lakewood) – 24</p> <p>The Salvation Army SC Division La Santa Fe Springs TLC (Whittier) – 116</p> <p>The Whole Child TWC Family Housing Program (Whittier) – 39</p> <p>Whittier Area First Day Coalition Recovery from Homelessness Program II (Whittier) - 11</p>	<p>A Community of Friends Las Flores Apartments (Los Angeles) – 60</p> <p>Chicana Service Action Center HACLA (Los Angeles) – 19</p> <p>So. CA Alcohol and Drug Program, Inc. Shelter Plus Care Project (Downey) – 695</p> <p>The Serra Project CHOISS Program (Downey) - 53</p>	

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Only Adults	<p>JWCH Institute, Inc. (Recuperative Care) – 30</p> <p>The Salvation Army Emergency Shelter (Bell) - 52</p>	The Salvation Army Winter Shelter Program (Bell) - 64	<p>Homes for Life Foundation Cedar Street Homes (Norwalk) – 38</p> <p>Little House Residential Services (Bellflower) – 28</p> <p>The Salvation Army Bell Shelter / General TH / PSN / Bell Shelter II / Wellness Center (Bell) – 239</p> <p>Whittier Area First Day Coalition Recovery from Homelessness Program I (Whittier) - 45</p>	<p>Abode Communities Terra Bella (Bell Gardens) – 23</p> <p>Homes of Life Foundation Birch Grove Homes (Norwalk) - 40</p>	
Chronically Homeless Households					
Veterans	The Salvation Army Emergency Shelter (Bell) - 17				

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Unaccompanied Youth			County of LA Department of Children and Family Services THP for Homeless Young People (Norwalk) – 30 County of LA Department of Children and Family Services THP for Homeless Young People 2 (Los Angeles) – 38 United Friends of the Children Pathways to Independence (Whittier) - 41	LINC Cares Mosaic Gardens at Huntington Park (Huntington Park) - 24	

Table 54 - Facilities and Housing Targeted to Homeless Households

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Emergency Shelter: While no permanent shelter exists within Huntington Park, approximately 151 emergency shelter beds are located in adjacent communities, plus an additional 64 seasonal beds. A few shelters are described below:

- The Salvation Army Bell Emergency Shelter – The Bell Shelter is the largest homeless shelter west of the Mississippi and operates a comprehensive program that offers transitional care for up to 350 homeless men and women. The goal of Bell Shelter is to meet the needs of the homeless population by addressing the myriad of reasons why people become homeless and assisting them in developing a higher quality of life through substance abuse rehabilitation, case management, counseling, on-site health care & medical referrals, HIV/AIDS education, ESL classes, computer training, vocational assistance, job referrals and life skills classes.
- Su Casa Crisis Shelter –Offers food, shelter and support services to individuals and families who are victims of domestic violence and child abuse. The 30-day emergency shelter provides emergency housing to 22 clients. The program provides individual and group counseling, transportation, emergency food, and clothing assistance in addition to case management, legal advocacy, CalWORKs assistance, temporary restraining order (TRO) preparation and submission, court accompaniment, parenting education, transitional services, and an on-site school.
- Women’s & Children’s Crisis Center (WCCC) – WCCC offers a confidential 45-day stay emergency shelter that is a safe and secure place of refuge and recovery for victims of domestic violence and their children. The entire continuum of on-site provisions consists of food, clothing, hygiene items, support groups, parenting classes, one-on-one counseling, case management, legal, financial and medical advocacy, transportation, and children’s programming including an on-site school for shelter children.
- JWCH Institute, Inc. Recuperative Care Program - The Recuperative Care program was established to address the healthcare needs of homeless individuals upon hospital discharge. The program contains 30 beds at the Bell Shelter. Recuperative Care offers all patients occupying the beds 24-hour nursing care; assistance with medications, dressing changes, and other aftercare tasks; assistance establishing eligibility for public benefits; and helps to secure long-term housing. In addition to the nursing care at the Bell Shelter site, the program offers many other services to help break the cycle of homelessness, including housing placement, substance abuse treatment, health education, and counseling services.

Transitional Housing: The LAHSA Continuum of Care Inventory Count identifies a total of 679 transitional housing beds in communities adjacent to Huntington Park. Of this total, 220 are available to families with children, 350 are designed for adults only, and 109 are available to unaccompanied youth. The following describes the various transitional housing facilities and their services:

- Southern California Alcohol and Drug Program, Inc. Angel Step: A six month program designed to address co-occurring issues of substance and domestic violence. It provides comprehensive domestic violence counseling, substance use disorder treatment, life and job skills. Angel Step II also provides treatment, parenting, counseling for mothers and children, and psychiatric assessments and follow up for the adults.
- Su Casa-Ending Domestic Violence Transitional Housing - This one-year residential program provides housing for up to 24 individuals. Residents at this site are offered individual and group counseling and case management, including assistance with household establishment, job skills training, CalWORKs advocacy, and transportation.
- The Salvation Army SC Division La Santa Fe Springs Transitional Living Center (TLC)- TLC is a 124-bed facility that provides comprehensive services for families in transition, most of whom are single parents or victims of domestic violence and substance abuse. The program includes a childcare center licensed to serve 57 children, many of whom have special needs, including developmental delays due to the disintegration of the family unit, homelessness and abuse
- The Whole Child (TWC) Family Housing Program - The Program strives to keep families together and address homelessness through a Community Based, Scattered Site Model. Housing permanency is achieved through three essential functions: program services coordination; housing resource development; and case management services.
- Whittier Area First Day Coalition Recovery from Homelessness Program (RFHP) I and II - The RFHP provides a short-term emergency transitional housing with onsite supportive services for up to 45 individuals. Services include: on-site health clinic, health screenings, mental health services, on-site meals, case management, clothing, transportation, 12 step meetings, education, training and employment assistance.
- Homes for Life Foundation Cedar Street Homes - Cedar Street is a transitional, 'step down', state licensed, 38-bed residential facility for persons exiting from Los Angeles County Institutes of Mental Disease (IMDs). Residents are provided a full range of social and life skills training and services during their stay to assist them in preparing for less structured living environments.
- Little House Residential Services - Little House provides many phases of treatment and residential services, offering educational groups and therapy provided by certified Drug and Alcohol Counselors. Through partnership with the Department of Rehabilitation and other agencies, they also offer residents training in relapse prevention, anger management, co-dependency, domestic violence, family addiction, and occupational preparedness. Case managers support residents holistically, recommending bereavement, advocating for family reunification, and referring to free medical services

as needed. Little House also provides assistance to help residents find a safe, sober environment to live in once they have completed the program.

- County of LA Department of Children and Family Services THP for Homeless Young People - THP is a 12-18 month program. The program provides housing (including payment of rent and utilities), life-skills training, employment assistance, educational assistance, food vouchers, transportation resources, and case management supportive services.
- United Friends of the Children Pathways to Independence - Pathways provides former foster youth with 18 months of housing in their own apartments. The program requires increasing levels of responsibility and challenges youth to maintain employment and develop money management skills. Weekly life skills classes bring youth together for interactive sessions. Other services offered include advocacy counseling, mental health counseling, career services, and educational guidance.

Permanent Supportive Housing: According to the LAHSA Continuum of Care Inventory Count, 924 permanent supporting housing beds are available in and around Huntington Park; 827 for families with children, 63 for homeless adults, and 34 for unaccompanied youth. In addition to providing housing, homeless clients are able to utilize supportive services in order to increase their income, self-determination, and eventually move on to independence. Clients utilize services such as: case management, counseling, and life skills classes in order to achieve short and long term goals.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Special needs populations include the elderly, frail elderly, persons with disabilities, persons with HIV/AIDS, victims of domestic violence and persons suffering from substance abuse. These groups have special needs for services and housing. In addition, many often have lower incomes as a result of their condition.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Senior Citizens: For those seniors who live on their own, many have limited incomes and as a result of their age may not be able to maintain their homes or perform minor repairs. Furthermore, the installation of grab bars and other assistance devices in the home may be needed. The City offers a HOME-funded Residential Rehabilitation Loan program which offers financial assistance to single-family homeowners (1 to 4 units), though given funding limitations, is only able to assist approximately three low and moderate income households annually. The City also previously offered a CDBG-funded a Minor Home Repair program which provided exterior repair services to lower income elderly and disabled households, and intends to re-initiate this program during the Consolidated Plan period.

The City Park and Recreation Department offers a Senior Program at the Huntington Park Community Center three days per week. A variety of free recreational and educational activities are offered, in addition to periodic fieldtrips and dances. The Huntington Park Family Center provides a no-to-low cost senior lunch program at their facility, in addition to delivering to home bound seniors. A senior and handicapped dial-a-ride and taxi voucher program are also provided through the Family Center, as well as "COMBI", the City's fixed route bus system.

Persons with Disabilities: Persons with disabilities are defined as individuals with a long lasting condition that impairs their mobility, ability to work, or ability to care for themselves. Persons with disabilities also include those with physical, mental, or emotional disabilities. Approximately half of Huntington Park's working age disabled are employed, assisted by local job training and placement services for the disabled. Seniors comprise approximately 40% of Huntington Park's disabled population, many of whom are served by the City's 360 units of affordable senior rental housing.

For those persons who may require additional care and supervision, licensed community care facilities offer special residential environments for persons with disabilities including physical, mental, and emotional disabilities. Huntington Park has three licensed adult residential facilities, providing capacity for 40 persons with disabilities requiring 24 hour care.

Several regional service providers' assistance in addressing the needs of persons with disabilities. The Mental Health Association in Los Angeles advocates for persons with mental disabilities, and offers volunteer services, community education, job counseling, and job training. Southern California Rehabilitation Services provides services for independent living, with programs to allow elderly and frail elderly, as well as youth with disabilities to live independently at home or in a residence at the facility. The South Central Los Angeles Regional Center provides assessment and resources for persons with developmental disabilities.

Persons with HIV/AIDS: Persons with HIV/AIDS are considered a special needs group due to their need for affordable housing, health care, counseling, and other supportive services. Short-term housing needs for persons with HIV/AIDS may include hospice facilities, shelters, or transitional housing. Long-term needs include affordable housing in close proximity to public transportation and health care facilities.

Several agencies provide emergency shelter and transitional housing for persons with HIV/AIDS near Huntington Park in Downtown and South Los Angeles, including: Salvation Army, Homestead Hospice and Shelter, Southern California Alcohol and Drug Programs, Serra Project, Health Promotion Institute, Abernathy Community Outreach, JWCH Institute and Covenant House. Section 8 vouchers can also be used to assist lower income persons with HIV/AIDS find affordable housing. AIDS Project LA's Community Housing Information & Referrals Program (CHIRP) serves as an important resource for housing information and referrals to persons in the LA area with HIV or AIDS.

Persons with Alcohol or Substance Abuse Problems: Persons who suffer from alcohol/other drug abuse (AODA) require counseling and rehabilitation services. In some cases, recovery homes or transitional sober living facilities may be needed. The regional homeless shelter in the adjacent City of Bell provides a drug and alcohol recovery program with capacity for up to 128 adults. Southern California Alcohol and Drug Programs, Inc. operates several emergency shelters and transitional housing facilities within Service Planning Area 7, in which Huntington Park is a part.

Victims of Domestic Violence: Women and their children who are victims of domestic violence often need shelter, transitional housing and services such as counseling and child care. While precise estimates for Huntington Park are not available, nationwide approximately 31 percent of all women have been victims of violence committed by a spouse or intimate partner. According to social service agencies that assist victims of domestic violence, spousal abuse has been on the increase over the past decade. Immigrant women are particularly vulnerable to abuse and are often reluctant to report incidences or seek assistance from local authorities.

Rainbow Services offers a domestic violence support program at Gage Middle School. This program provides clients with education, information, clinical counseling and case management services. The goal is that through comprehensive services, the cycle of family violence is broken and the family can live a life free from abuse and control. The organization can also provide shelter to victims at their San Pedro facility to ensure that homelessness does not occur.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

In LAHSA's Continuum of Care (CoC), certain transitional housing programs are specifically designed for persons with mental health disorders and provide mental health counseling and treatment as well as focused case management support. For example, JWCH's Recuperative Care Transitional Housing is specifically designed to support homeless persons being discharged from the hospital with physical health issues from which they need to recover. The project provides skilled nursing care, case management, and counseling services. The majority of the CoC's supportive housing program funded Permanent Supportive Housing (PSH) programs are targeted to persons with mental health and/or physical health disabilities and provide services focused on supporting persons and families with these types of disabilities.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

Huntington Park, as a community, plans to undertake the following activities during the next year to address the housing and service needs of its special needs population by: allocating CDBG funding for activities and programs; through partnerships and collaborations; and engaging service providers and local non-profits in order to meet the service needs. A list of these activities is described below:

- No cost youth services for lower income families and female headed households
- Nutrition, transportation, educational and recreational programs for senior citizens
- Minor home repair grants for seniors and persons with disabilities
- Affordable housing for transition-age youth with services provided on-site by LINC Cares, in addition to receiving ongoing services from the Los Angeles Department of Mental Health.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

Please see above.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Governmental regulations through the implementation of land use plans and ordinances as well as through growth management restrictions can affect the price of housing in a community. However, such regulations are also designed to ensure the health, safety, and compatibility of uses within the City. The following presents various governmental regulations in effect in Huntington Park, as evaluated within the City's Analysis of Impediments to Fair Housing Choice, adopted in January 2015.

The Land Use Element of the Huntington Park General Plan and implementing Zoning Ordinance directly impact the amount, size, type, location and thus, cost of residential development. Densities up to 20 units per acre are permitted in the City's three residential zones, with densities up to 70 units per acre permitted in the Central Business District, both as stand-alone residential and mixed use projects. In addition, the City has an Affordable Housing Overlay district which allows densities of 70 units per acre for family housing and 225 units per acre for senior housing, and a Single Room Occupancy (SRO) overlay district, which allows up to 400 units per acre for SRO developments.

In conjunction with adoption of the Affordable Housing Overlay, the City adopted modified development standards designed to facilitate affordable housing on a Citywide basis. Projects which provide a minimum of 20 percent units affordable to either: a) very low to low income renters, or b) low to moderate income homebuyers may utilize alternative development standards including reduced unit size and parking standards, and increased height limits.

The City's Zoning Code accommodates a range of housing types and housing for special needs populations. Transitional and supportive housing are permitted in residential and commercial zoning districts subject to those restrictions that apply to other residential dwellings of the same type in the same zone. The City permits emergency shelters by right in the MPD zone and within the C-G zone with a Conditional Use Permit. Small group homes (6 or fewer residents) are permitted by right within all residential zones and within the Downtown Specific Plan, with large group homes (7 or more residents), are permitted within the same zones subject to a conditional use permit.

Huntington Park has a strong history of supporting affordable housing. The City has adopted numerous provisions in its Zoning Ordinance that facilitate a range of residential development types and encourage affordable housing, including a density bonus ordinance, planned development zone and reasonable accommodation procedures for persons with disabilities. In addition, the City and its former Redevelopment Agency have provided direct financial assistance to support affordable and mixed income housing projects. The loss of Redevelopment Housing Funds and reductions in HOME funds will, however, dampen the level of future affordable housing production in the City.

In addition to funding constraints, the primary barrier to the provision of affordable housing in Huntington Park is the lack of vacant land suitable for residential development. Separate owners of smaller parcels hold much of the underdeveloped and residentially zoned land in the City. This calls for alternative policy tools such as lot consolidation and/or demolition of existing older structures to accommodate higher density infill development.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

The tables and narrative that follow describe the local economic condition of Huntington Park and compares the ability of the local work force to satisfy the needs of local business. The tables give data on the primary industries in the City, the total population in the labor force, the unemployment rate, occupations by sector, travel time to work, the educational attainment of Huntington Park residents by age, and median earnings.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	341	0	2	0	-2
Arts, Entertainment, Accommodations	2,041	1,575	11	13	1
Construction	646	114	4	1	-3
Education and Health Care Services	1,854	1,853	10	15	4
Finance, Insurance, and Real Estate	744	347	4	3	-1
Information	298	162	2	1	0
Manufacturing	3,232	2,051	18	16	-2
Other Services	1,426	1,125	8	9	1
Professional, Scientific, Management Services	975	228	5	2	-4
Public Administration	0	0	0	0	0
Retail Trade	2,371	2,412	13	19	6
Transportation and Warehousing	896	111	5	1	-4
Wholesale Trade	1,542	934	9	7	-1
Total	16,366	10,912	--	--	--

Table 55 - Business Activity

Data Source: 2007-2011 ACS (Workers), 2011 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	27,688
Civilian Employed Population 16 years and over	24,697
Unemployment Rate	10.80
Unemployment Rate for Ages 16-24	27.06
Unemployment Rate for Ages 25-65	6.54

Table 56 - Labor Force

Data Source: 2007-2011 ACS

Occupations by Sector	Number of People
Management, business and financial	1,796
Farming, fisheries and forestry occupations	1,639
Service	3,373
Sales and office	6,486
Construction, extraction, maintenance and repair	2,824
Production, transportation and material moving	2,848

Table 57 - Occupations by Sector

Data Source: 2007-2011 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	11,911	50%
30-59 Minutes	8,790	37%
60 or More Minutes	3,201	13%
Total	23,902	100%

Table 58 - Travel Time

Data Source: 2007-2011 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	10,377	1,097	4,457
High school graduate (includes equivalency)	4,460	430	1,330
Some college or Associate's degree	3,662	255	726
Bachelor's degree or higher	1,560	90	168

Table 59 - Educational Attainment by Employment Status

Data Source: 2007-2011 ACS

Educational Attainment by Age

	Age				
	18–24 yrs.	25–34 yrs.	35–44 yrs.	45–65 yrs.	65+ yrs.
Less than 9th grade	338	1,479	2,342	4,745	2,344
9th to 12th grade, no diploma	1,766	2,182	2,867	2,316	491
High school graduate, GED, or alternative	2,636	2,742	1,726	1,752	506
Some college, no degree	2,174	1,757	942	863	193
Associate's degree	177	400	362	319	122
Bachelor's degree	207	695	267	461	109
Graduate or professional degree	25	201	113	81	46

Table 60 - Educational Attainment by Age

Data Source: 2007-2011 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	18,051
High school graduate (includes equivalency)	24,526
Some college or Associate's degree	26,358
Bachelor's degree	38,099
Graduate or professional degree	55,160

Table 61 - Median Earnings in the Past 12 Months

Data Source: 2007-2011 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Table 55 shows the distribution of employed City residents and jobs by industry. In Huntington Park, the local economy includes the following primary industries:

- Retail trade (22% of jobs)
- Manufacturing (19% of jobs)
- Education and health care services (17% of jobs)
- Arts, entertainment, and accommodations (14% of jobs)
- Other services (10% of jobs)

The 2010 Census estimates that jobs in retail comprise over 22 percent of all jobs in Huntington Park, which is indicative of the City's position as a regional shopping destination. It is regarded as such because a significant amount of the taxable sales are from non-residents. Pacific

Boulevard is the City’s main commercial attraction, and is widely known throughout the surrounding Latino community as a commercial, entertainment, and social center. The City has attracted large national retailers, such as El Curacao, Food 4 Less, Home Depot, Staples, Bally’s Fitness, Ford Dealership, and Walgreen’s.

The local economy is further dominated by jobs in manufacturing (19%), education and health care services (17%), and the arts, entertainment and accommodation industry (14%). Table 62 identifies major employers in Huntington Park with more than 100 employees. Not reflected in this listing of large employers are the numerous small retailers which comprise nearly one-third of the City’s business establishments.

Table 62 – Major Employers in Huntington Park

Rank	Name	Type	Employees
1	Huntington Park High and Adult School	Education	400
2	Community Hospital of Huntington Park	Medical	350
3	Food 4 Less	Supermarket	321
4	Home Depot	Home Center	300
5	A-Joffe Furniture Mfr	Furniture Manufacturing	249
6	Saroyan Lumbar Co, Inc.	Building Material Dealer	200
7	Gage Middle School	Education	150
8	Chester W. Nimitz Middle School	Education	150
9	El Super Store	Supermarket	125
10	Pacific Boulevard School	Education	120
11	El Curacao	Department Store	120
12	Middleton St. Elementary School	Education	110
13	Citizens of Humanity	Clothing Accessories	100
14	Miles Ave. Elementary School	Education	100
15	Ross Dress for Less	Department Store	100
16	Steel Workers Oldtimers Foundation	Individual/Family Services	100

Data Source: City of Huntington Park, 2014

Describe the workforce and infrastructure needs of the business community:

With over half of Huntington Park’s employment base in the retail, manufacturing, and arts/entertainment/accommodations industries, a large segment of the City’s economy does not necessarily require an educated workforce. However, the education level of employees is still a major concern for local employers. As measured by the 2010 Census, civilian unemployment in Huntington Park was 10.8 percent, unusually high for a Latino community. As of September 2014, homefacts.com reports unemployment was at 11.8 percent. In Huntington Park, educational attainment is low, with 53 percent of adults never having completed high school, and another 24 percent with a high school only education.

This low level of education correlates to a majority of residents employed in low to modest paying jobs. As shown in Table 57, sales and office jobs account for the largest occupational category at 34 percent, which are generally dominated by lower paying jobs. A combined 29% of employed residents hold jobs in construction, extraction, maintenance and repair, production, transportation and material moving occupations, which encompasses both low-level jobs as well as higher level manufacturing jobs. Service oriented jobs follow at also comprised of lower paying jobs. Increasing the educational level of the local workforce is a major tenet of the City's Economic Development Strategy.

Huntington Park is well served by public transit and there are many transportation choices for workers, and residents alike. The Metropolitan Transit Authority (MTA) provides bus service along the City's major arterial roadways. All MTA bus lines are accessible through wheelchair lifts and ramps, and offer reduced fares for persons with disabilities. As for mass transit, the Metro Blue Line runs near the City with a station at Florence Avenue. These services link Huntington Park with the greater Los Angeles Metropolitan area including other major job centers in the area.

The City has utilized Proposition A and C funds to significantly enhance its internal public transportation program, expanding from a senior and handicapped dial-a-ride and taxi voucher program to include two fixed route bus systems known as "COMBI," as well as a Pacific Boulevard shuttle. The transit program is operated by the Oldtimers Foundation out of the Huntington Park Family Center. The City has experienced a significant increase in ridership as a result of these enhancements.

The future Orangeline magnetic levitation (maglev) transportation system proposes using the former Pacific Electric right-of-way which runs through the Gateway Cities region, including Huntington Park, as part of its route to link Orange County with north Los Angeles County. Discussions are for an Orangeline transit stop in Huntington Park, possibly at Florence Avenue. The ECO-RAPID/OLDA (formerly the Orangeline Development Authority), consisting of the Gateway Council of Governments, Caltrans, the Metropolitan Transportation Authority (Metro), the Southern California Association of Governments (SCAG), and other municipalities, have a programmed allocation of \$240 million (funds available in 2015) from the Los Angeles County voter approved Measure R program. The ECO-RAPID/OLDA is currently in the process of assessing viable transportation enhancements to improve passenger mobility and accessibility on the existing rail corridor that extends from Cerritos to Santa Clarita. They are also looking at ways to better link the investment in transit to local economic and development strategies, including Transit Oriented Development. The Measure R portion of the project from Cerritos to Downtown Los Angeles is scheduled to be built by 2027.

The City recognizes the importance of providing a transportation system that supports the economic vitality of the City. In fact, the City has made the following goals in their Circulation Element.

Goal 1: Provide a system of streets that meets the needs of current and future residents and facilitates the safe and efficient movement of people and goods throughout the City.

Goal 2: Support development of a network of regional roadway facilities which ensure the safe and efficient movement of people and goods from within the City to areas outside its boundaries, and which accommodate regional travel demands.

Goal 3: Maximize the efficiency of the circulation system through the use of transportation system management and demand management strategies.

Goal 4: To support the use of the public transportation system to provide mobility to all City residents and encourage use of public transportation as an alternate to automobile travel.

Goal 5: To protect and encourage non-motorized transportation such as bicycle and pedestrian travel.

Goal 6: Provide an adequate supply of convenient parking for all developments in the City, in a manner which is consistent with all goals of managing transportation demand and providing efficient arterial traffic flows.

Goal 7: Develop a truck circulation pattern through the City to provide efficient transportation of commodities while maintaining safety and harmony in residential neighborhoods.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Two potential West Santa Ana Corridor Transit stations have been identified in Huntington Park at Pacific Boulevard/Randolph and Florence Avenue/Salt Lake. The City is a member of Eco-Rapid Transit Joint Powers Authority (also known as the Orangeline Development Authority), and has been working together on Transit Oriented Development Guidelines and Transit Land Use planning in preparation for the future station areas. The City is also in the midst of a General Plan update and related regulatory changes to support transit oriented development (TOD), create an active transportation network, and to link Transit Station TODs to economic development, sustainability and linkages to the surrounding residential neighborhoods.

The City is committed to enhancing employment opportunities and attracting new businesses through commercial development in low and moderate-incomes areas. The City has assisted a number of major projects to bring new jobs to blighted areas, including the Home Depot and La Curacao, and the Ford Dealership.

The City provides a variety of technical assistance to businesses, including agency referral and commercial space inventory services. The City also supports the following financial assistance programs for small businesses in the community:

- SBA Loan Underwriting
- Micro-Loan Program
- Commercial Rehabilitation Program
- Industrial Development Bonds
- California Enterprise Zone Tax Credit program

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

In general, Huntington Park has a nominally educated workforce, with 25 percent of its labor force completing some college/receiving an associate degree (18%) or attaining a bachelor's degree or higher (7%). Retail jobs are the largest occupational sector among Huntington Park's workforce, employing approximately 22 percent (2,371 persons) of the labor force. The second largest occupation, manufacturing, employs 19 percent of the labor force (3,232 persons). With 75 percent of the labor force having a high school diploma or less, these persons may be employed in the service or retail sector earning minimum wage, and could benefit from job training opportunities. Providing a range of job opportunities within a diverse local economy provides greater opportunities for lower-income persons to gain access to employment.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The City of Huntington Park supports a variety of economic development activities that create and retain jobs for low- and moderate-income households. Micro-enterprise assistance, job training services, and technical assistance are some areas that may warrant consideration for funding during the Consolidated Plan period.

Also available to Huntington Park business owners, is an economic development team to help entrepreneurs develop a plan, utilize market research, secure funding, navigate incentives, as well as foster innovative private-public partnerships. The city helps propel Huntington Park's economy forward through their CDBG-funded Business Assistance and Economic Development Program by offering the following economic development services:

- Access: The City is dedicated to working with businesses to create a streamlined process. Economic Development staff acts as a liaison to other City departments and agencies in order to ensure that businesses have all the resources it needs to thrive.

- Business Attraction and Retention: The City’s economic development staff works closely with other city, regional, and state agencies to ensure the business community has the resources and knowledge necessary to prosper.
- Information Resources: Economic development staff provides demographic and marketing information to businesses wishing to locate in Huntington Park.
- Site Selection: Opportunities sites are maintained by economic development staff.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Low and moderate income households are most impacted by housing problems in Huntington Park. Consistent with HUD, the City defines an area of low/mod concentration as a census tract or block group in which a minimum of 51% of households earn 80% or below the area median income. Figure 2 in Appendix B depicts the census block groups in Huntington Park which meet this definition and are thus considered low and moderate-income concentrations. As indicated, all but three census block groups in the City qualify as a low/mod tract per HUD guidelines. Rather than being contiguous, these three non-low/mod areas are dispersed in the northwest, northeast, and southeast areas of the City.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

As indicated above, all but three census block groups in Huntington Park are defined as low and moderate income. In addition, 97% of the City's population is of Hispanic origin. Thus, the City's socioeconomic characteristics are almost entirely homogeneous, with no specific neighborhoods evidencing greater concentrations of racial/ethnic minorities or low income families than the City as a whole.

What are the characteristics of the market in these areas/neighborhoods?

Not applicable.

Are there any community assets in these areas/neighborhoods?

Not applicable.

Are there other strategic opportunities in any of these areas?

Not applicable.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Housing and Community Development Strategy is the centerpiece of the Consolidated Plan. The Strategy describes:

- General **priorities** for assisting households
- **Programs** to assist those households in need
- Five-year **objectives** identifying proposed accomplishments

The Strategic Plan also addresses the following areas:

- Financial resources
- Anti-poverty strategy
- Lead-based paint hazard reduction
- Reduction of barriers to affordable housing
- Institutional Structure/Coordination among agencies

In establishing five-year priorities for assistance with CDBG and HOME funds, the City of Huntington Park has taken several factors into consideration: 1) those households most in need of housing and community development assistance, as determined through the Consolidated Plan Needs Assessment, Agency consultation, Community Needs Survey, and public participation process; and 2) the extent of other non-federal resources and programs available to address the needs.

SP-10 Geographic Priorities – 91.215 (a)(1)

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The City utilizes CDBG and HOME funds for projects and programs operated citywide. However, the majority of CDBG-funded infrastructure and facility projects are targeted to the most-needy neighborhoods: those census tracts where 51% or more of the residents are low- or moderate-income. Of Huntington Park's twenty census tracts, seventeen are majority (>50%) low/mod income, and are thus designated "low/mod" tracts by HUD. Census tract 5326.03, block group 1, census tract 5335.03, block group 2, and census tract 5345.01, block group 1 are <50% low/mod and thus do not qualify as a low/mod tract per HUD guidelines. Subtracting the population in these three non-qualifying block groups (2,925) from the City's total population of 61,235 residents results in a balance of 58,310 low/mod residents.

The City's Neighborhood Improvement, Code Enforcement, and Graffiti Removal programs are provided on a citywide basis and are funded in part through the City's General Fund for the three census block groups in the City that are not designated low-moderate income areas. All other activities funded as part of this Consolidated Plan are offered on a citywide basis to low and moderate-income Huntington Park residents, except for HOME-funded Housing Development activities and the CDBG-assisted Commercial Rehabilitation Program in the downtown. The City's rationale for implementing activities on a citywide basis, rather than geographically targeting certain neighborhoods is as follows:

- 95% of Huntington Park's population falls within a designated low/mod area; and
- Huntington Park faces significant needs for neighborhood improvement, code enforcement, residential rehabilitation and other community improvements throughout the City.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Priority Need Name	Priority Level	Population	Goals Addressing
Priority Housing Needs	High	Extremely Low Low Moderate Middle Large Families Families with Children Elderly & Frail Elderly	Sustain and Strengthen Neighborhoods <ul style="list-style-type: none"> ✓ Code Enforcement Preserve Existing and Create New Affordable Housing <ul style="list-style-type: none"> ✓ Section 8 Rental Assistance ✓ Tenant-Based Rental Assistance ✓ Acquisition / Rehabilitation ✓ New Construction ✓ Residential Rehabilitation ✓ Minor Home Repair
Priority Homeless Needs	High	Homeless Unaccompanied Youth	Support Social Service Agencies that Assist Homeless Populations <ul style="list-style-type: none"> ✓ Southeast Churches Service Center ✓ Salvation Army Southeast Communities
Priority Special Needs Populations	High	Elderly & Frail Elderly	Support Social Service Agencies that Assist Special Needs Populations <ul style="list-style-type: none"> ✓ HP Senior Program
Priority Community Facilities	High	Non-housing Community Development	Preserve Existing Public Facilities <ul style="list-style-type: none"> ✓ Salt Lake Park Splash Pad Project ✓ Soccer Field Lighting Project ✓ Other Facility Improvement Projects
Priority Infrastructure Needs	High	Non-housing Community Development	Provide for Needed Infrastructure Improvements <ul style="list-style-type: none"> ✓ Other Infrastructure Improvements
Priority Community Services	High	Extremely Low Low Moderate Families with Children Elderly & Frail Elderly	Provide Needed Community Services to Low/Mod Persons <ul style="list-style-type: none"> ✓ Parks & Recreation After School Program

		Persons with Disabilities	<ul style="list-style-type: none"> ✓ HP Library Homework Center ✓ Juveniles at Risk Program ✓ Hire HP Youth, Workforce, and Civic Engagement Program <p>Sustain and Strengthen Neighborhoods</p> <ul style="list-style-type: none"> ✓ Community Beautification (Graffiti Removal) ✓ Fair Housing Services
Economic Opportunity		Other: Businesses	<p>Provide Economic Opportunity</p> <ul style="list-style-type: none"> ✓ Commercial Rehabilitation Program ✓ Business Assistance & Economic Development Program
Other Community Development Needs	High	Other	<p>Planning for Housing and Community Development</p> <ul style="list-style-type: none"> ✓ CDBG Administration ✓ HOME Administration

Table 63 – Priority Needs Summary

Narrative

In establishing five-year priorities for assistance with CDBG and HOME funds, the City of Huntington Park has taken several factors into consideration: 1) those households most in need of housing and community development assistance, as determined through the Consolidated Plan needs assessment, consultation, and public participation process; 2) which activities will best meet the needs of those identified households; and 3) the extent of other non-federal resources and programs available to address these needs.

Huntington Park’s primary source of funds used to address the community’s housing needs are HOME and Section 8. CDBG funds are directed almost entirely towards community development activities. The unmet housing needs identified in this section are based on 2010 census statistics of households with housing problems compiled as part of the CHAS Databook.

Huntington Park’s priority non-community development needs include unmet community facility, infrastructure, public service, economic development, and planning needs. Identified needs and priorities reflect the results of input from various City departments, as well as input from agency consultations and the citizen participation process.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	TBRA is the fastest way to provide affordable housing to those in need as it partners existing rental housing owners with voucher holders. With nearly 6,000 low and moderate renter households cost burdened, and approximately 300 applicants on HACoLA's Section 8 waiting list, the need for additional rental assistance is substantial. Market rents in Huntington Park are generally below FMR payment standards, which facilitates the participation of private landlords in the Section 8 rental subsidy program, as evidenced by over 450 active Section 8 leases in Huntington Park.
TBRA for Non-Homeless Special Needs	Similar characteristics that influence the use of TBRA above are applicable to the use of TBRA to serve persons with special needs who are not homeless. However, special needs populations, on average, likely have an even greater need for TBRA than the general low and moderate income population in Huntington Park.
New Unit Production	As documented in the Needs Assessment, 64% of low and moderate income renter households in Huntington Park are cost burdened, and 48% of renters are overcrowded. These households would theoretically qualify for new affordable housing if sufficient resources existed to build them. The cost of land, labor and materials affects the total development costs and the number of units the City can support in any given year. While funds are limited, the City will use regulatory tools - such as flexible development standards, density bonus and other incentives - to support in the expansion of needed affordable housing.

Rehabilitation	As presented within the Market Analysis, the biggest contributors to substandard housing in Huntington Park are the aging housing stock, household overcrowding, and absentee landlords. The City has a significant number of garages converted into living quarters, with code enforcement staff issuing citations and fines on an ongoing basis requiring garage conversions to be “unconverted”, but continually find new conversions occurring throughout the City. The predominance of older housing (built prior to 1980) in Huntington Park increases the likelihood of exposure to lead based paint hazards. Low and moderate income households occupying units in substandard condition and/or with the presence of lead based paint would theoretically qualify for rehabilitation assistance if sufficient resources existed. The City's rehabilitation resources support combined acquisition and rehabilitation projects in partnership with non-profits that leverage City dollars with other funding sources. Homeowners of properties in violation of codes are encouraged to apply for City rehabilitation loans, though funding is inadequate to service the number of households in need.
Acquisition, including preservation	With nearly 6,000 low and moderate income Huntington Park renter households cost burdened and over 4,700 overcrowded, these households would theoretically qualify for newly acquired and rehabilitated affordable housing if sufficient resources existed. Typically the City's rehabilitation resources support combined acquisition and rehabilitation projects in partnership with non-profits that leverage city dollars with other funding sources. The cost of land, labor and materials affects the total development costs and the number of units that the City can support in any given year. Another critical issue that influences the use of funds to acquire properties for the creation or preservation of affordable units is the lack of a permanent source of financing. The elimination of the Huntington Park Redevelopment Agency, coupled with continued reductions in the HOME entitlement, makes addressing priority housing needs more challenging.

Table 64 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City faces an enormous challenge in marshaling the resources necessary to implement its Plan. Table 65 summarizes the major sources of funding available to carry out housing and community development activities during this Consolidated Plan period. As a federal entitlement jurisdiction, Huntington Park receives HOME and CDBG funds directly from HUD. The City's annual HOME entitlement is \$432,150 and annual CDBG funds total \$1,273,451. While HOME funds are directed entirely towards affordable housing activities, CDBG funds are typically directed towards community development activities.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Section 8	HUD	Rental Subsidy						
CDBG	Public-Federal	Acquisition, Planning, Economic Development, Housing, Public Improvements, Public Services	\$1,273,451	\$0	\$236,412	\$1,509,863	\$5,093,804	Entitlement funds allocation plus estimated program income plus prior-year resources.
HOME	Public-Federal	Acquisition, Homebuyer assistance, Homeowner rehab, Multifamily rental new construction, Multifamily rental rehab, New construction for ownership, TBRA	\$432,150	\$0	\$410,623	\$842,773	\$1,728,600	Entitlement allocation plus estimated program income and prior-year resources.

Table 65 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds play a crucial role in implementing the Consolidated Plan. Local private and non-federal funds are usually insufficient to meet the heavy demand for housing and services in our community. Agencies receiving CDBG and HOME funds use those funds as a commitment to receiving other funding sources. Likewise, the City also leverages other resources among the

formula grant programs. For example, the HOME program is matched by a variety of sources, including: private investment, public investment, and tax credits.

The HOME Program requires a match of every dollar drawn; however, the City remains exempt from meeting this mandate. Since its inception, the City of Huntington Park has received a 100% match reduction, and expects to receive such a reduction until otherwise indicated by HUD.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

N/A

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Huntington Park Community Development Department	Government	Affordable Housing, Economic Development, Neighborhood Improvements, Planning	Jurisdiction
Huntington Park Parks and Recreation Department	Government	Public Facilities, Public Services	Jurisdiction
Huntington Park Public Works Department	Government	Infrastructure	Jurisdiction
Huntington Park Police Department	Government	Public Services Code Enforcement	Jurisdiction
Los Angeles County Housing Authority (HACoLA)	PHA	Section 8 Rental Subsidy	Countywide
Fair Housing Foundation	Non-profit Organization	Public Services	Countywide
Los Angeles Homeless Services Authority (LAHSA)	Regional Organization	Homelessness	Countywide
Homeless and Special Needs Services Providers	Non-Profit Agencies	Public Services	Varies

Table 66 - Institutional Delivery Structure

As the recipient of CDBG and HOME funds, the City has delegated the Community Development Department to be the lead department responsible for the overall administration of HUD grants. In that regard, the Department will prepare the Consolidated Plan and Analysis of Impediments to Fair Housing Choice every five years, draft the Annual Action Plan and CAPER, as well as all other reports required by federal rules and regulations.

The **Community Development Department** maintains staff linkages with other City departments, including: the **Police Department**, which oversees the code enforcement, neighborhood improvement and juveniles at-risk programs; the **Public Works Department** which oversees the graffiti removal program and public infrastructure improvements in low and moderate income neighborhoods; and the **Parks and Recreation Department** which oversees park facilities and recreational programs.

Housing Activities

Staff implements the Consolidated Plan housing activities through the following agencies: City Departments, private industry (e.g., housing developers and banks), regionally-based organizations including Los Angeles County Housing Authority, Fair Housing Foundation and Los Angeles Homeless Services Authority.

Public Agencies

The Los Angeles County Housing Authority (HACoLA) is essential in providing rental assistance to low income Huntington Park residents to remain housed. HACoLA administers the Housing Choice Rental Assistance Voucher Programs for most of Los Angeles County, including 458 vouchers within Huntington Park.

The City also contracts with the Fair Housing Foundation to provide fair housing services to the community, which includes discrimination investigations/resolutions and mediating landlords/tenant issues as well as providing foreclosure counseling. The City must affirm that they will further fair housing. Fair Housing is an important component of all housing activities.

Nonprofit Housing Organizations

There are two nonprofit entities which the City has supported to provide needed affordable housing in Huntington Park: Old Timer's Housing Development Corporation-IV and LINC Community Development Corporation. The City is also currently collaborating with A Community of Friends to provide a 20 unit mixed use housing project for formerly homeless veterans. Other nonprofits providing special housing services for the community are:

- Salvation Army
- Southeast Churches Service Center
- Bell Regional Homeless Shelter

Public Services

The City supports non-profit organizations that provide public services and programs to Huntington Park residents. Most of these non-profit organizations are multi-jurisdictional and receive regional support and financial assistance.

Infrastructure and Facilities

Another part of the delivery system is the City's Public Works Department and contractors who improve the infrastructure of the community, including street and public facility improvements.

Assess of Strengths and Gaps in the Institutional Delivery System

The City works with both non-profit agencies and for-profit developers in planning affordable housing through various programs. As funds are limited, Huntington Park will use regulatory tools, such as modified parking and development standards, density bonus, and other incentives to support the expansion of needed affordable housing. The City helps developers by working with City Departments to streamline the process of project approval. Lastly, Huntington Park will

expand its existing relationships with local jurisdictions through cooperative agreements, and with the County and State by applying for funds available for producing affordable housing.

The Community Development Department (CDD) maintains direct communication with other City departments when revising or updating housing policies, issues and services. Through daily contact and inter-working relations, City staff implements programs and services and tracks issues of concern. This process allows easy access to data on building activity, housing conditions, code requirements, zoning, employment trends, and other demographic data.

In addition to the City's internal network, through its federal entitlement and other resources, Huntington Park interacts with various non-profit agencies and public service groups in the delivery of programs. These agencies are assisted by City staff in planning programs and projects, ensuring activity eligibility and costs, complying with federal regulations and requirements, and monitoring the timely expenditure of annually allocated program funds. The City requires agencies to submit quarterly and annual reports to meet federal requirements, and periodically conducts sub-recipient audits and on-site reviews.

Furthermore, the City of Huntington Park performs project monitoring of all rent restricted affordable units assisted with HOME, CDBG, and former Redevelopment Agency housing funds.

- Annually, audits are performed to ensure compliance with regulatory agreements and affordability covenants; and
- Periodic, on-site visits are conducted, which will include a property inspection and an in-depth review of all the rent restricted affordable unit files assisted with HOME, CDBG, and the former Redevelopment Agency.

As part of the Consolidated Plan process, the City received input from housing and public service agencies through a combination of consultation workshops, interviews and a Needs Assessment Survey. These agencies provided valuable input into the identification of needs and gaps in service, and in development of the City's five year Strategic Plan.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy		x	
Legal Assistance			
Mortgage Assistance			
Rental Assistance	x		
Utilities Assistance			
Street Outreach Services			
Law Enforcement			
Mobile Clinics		x	
Other Street Outreach Services			
Supportive Services			
Alcohol & Drug Abuse		x	
Child Care	x	x	
Education	x		
Employment and Training		x	
Healthcare		x	
HIV/AIDS			
Life Skills		x	
Mental Health Counseling		x	
Transportation	x	x	
Other			
Other	x	x	

Table 67 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

There are many institutions in the service delivery system that provide services to the homeless, particularly the chronically homeless, veterans and their families, and unaccompanied youth. The following list summarizes the services available to this community.

- **The Salvation Army Bell Emergency Shelter** – The Bell Shelter operates a comprehensive program that offers not only emergency and transitional housing, but also offers substance abuse rehabilitation, case management, counseling, on-site health care and medical referrals, HIV/AIDS education, ESL classes, computer training, vocational assistance, job referrals and life skills classes.
- **Su Casa Crisis Shelter** –Su Casa Emergency Shelter Program provides food, shelter and support services to individuals and families who are victims of domestic violence and

child abuse. The program provides individual and group counseling, transportation, emergency food, and clothing assistance in addition to case management, legal advocacy, CalWORKs assistance, temporary restraining order (TRO) preparation and submission, court accompaniment, parenting education, transitional services, and an on-site school.

- **Women’s & Children’s Crisis Center (WCCC)** – WCCC offers on-site provisions consisting of food, clothing, hygiene items, support groups, parenting classes, one-on-one counseling, case management, legal, financial and medical advocacy, transportation, and children’s programming including an on-site school for shelter children.
- **JWCH Institute, Inc. Recuperative Care Program** - The Recuperative Care program was established to address the healthcare needs of homeless individuals upon hospital discharge. Recuperative Care offers all patients nursing care; assistance with medications, dressing changes, and other aftercare tasks; assistance establishing eligibility for public benefits; and helps to secure long-term housing. In addition to the nursing care, the program offers many other services to help break the cycle of homelessness, including housing placement, substance abuse treatment, health education, and counseling services.
- **Southern California Alcohol and Drug Program, Inc. Angel Step** - Angel Step II (Too) is a six month program designed to address co-occurring issues of substance and domestic violence. It provides comprehensive domestic violence counseling, substance use disorder treatment, life and job skills. Angel Step II also provides treatment, parenting, counseling for mothers and children, and psychiatric assessments and follow up for the adults.
- **Su Casa-Ending Domestic Violence Transitional Housing** - Residents at this site are offered individual and group counseling and case management, including assistance with household establishment, job skills training, CalWORKs advocacy, and transportation.
- **The Salvation Army SC Division La Santa Fe Springs Transitional Living Center (TLC)** – the Santa Fe Springs TLC serves the growing population of homeless families in Los Angeles. The program includes a childcare center licensed to serve 57 children, many of whom have special needs, including developmental delays due to the disintegration of the family unit, homelessness and abuse.
- **Whittier Area First Day Coalition Recovery from Homelessness Program (RFHP) I and II** - Services include: on-site health clinic, health screenings, mental health services, on-site meals, case management, clothing, transportation, 12 step meetings, education, training and employment assistance. First Day provides professional and social service offices and meeting space.
- **Homes for Life Foundation Cedar Street Homes** - HFL Cedar Street Homes is located in Norwalk, California, on the grounds of Metropolitan State Hospital. Cedar Street is a transitional, ‘step down’, state licensed, 38-bed residential facility for persons exiting from Los Angeles County Institutes of Mental Disease (IMDs). Residents are provided a full range of social and life skills training and services during their stay to assist them in preparing for less structured living environments.

- **Little House Residential Services** - Little House provides many phases of treatment and residential services. They offer 28 residents the opportunity to remain in the program for six months or longer depending on their needs. They also offer educational groups, group therapy, and individual therapy provided by certified Drug and Alcohol Counselors. Through partnership with the Department of Rehabilitation and other agencies, they also offer residents training in relapse prevention, anger management, co-dependency, domestic violence, family addiction, and occupational preparedness. Case managers support residents holistically, recommending bereavement, advocating for family reunification, and referring to free medical services as needed. Little House also provides assistance to help residents find a safe, sober environment to live in once they have completed the program.
- **County of LA Department of Children and Family Services THP for Homeless Young People** - THP, developed by the Los Angeles County Department of Children and Family Services (DCFS), is a 12-18 month program. The program provides housing (including payment of rent and utilities), life-skills training, employment assistance, educational assistance, food vouchers, transportation resources, and case management supportive services.
- **United Friends of the Children Pathways to Independence** - Pathways provides former foster youth with 18 months of housing in their own apartments. Weekly life skills classes bring youth together for interactive sessions, providing residents with a sense of community and the opportunity to gain valuable “real life” experiences in a supportive setting. Other services offered include advocacy counseling, mental health counseling, career services, and educational guidance.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Coordination between public agencies providing housing resources, assisted housing providers, private and governmental health, mental health and human service agencies are critical to the delivery of viable products/services.

The primary gap in Huntington Park's service delivery system is a function of the significant cuts in public and private funding and associated reductions in service. Loss of Redevelopment Agency funding, and funding cuts in the CDBG and HOME programs over the last several years, combined with the increased demand for services stemming from the prolonged economic recession and high levels of unemployment, has resulted in significant gaps in service.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City will work with non-profit agencies, for-profit developers, advocacy groups, clubs, and organizations, neighborhood leadership groups, City departments and with the private sector to

implement the City's five-year strategy to address the priority needs outlined in the Consolidated Plan for Fiscal Years 2015/2016 – 2019/2020. Engaging the community and stakeholders in the delivery of services and programs for the benefit of low to moderate residents will be vital in the overcoming gaps in service delivery. The City will also utilize public notices, Community Workshops and Meetings (as appropriate), the City's website, and other forms of media to deliver information on carrying out the Consolidated Plan strategies.

Through the City's Inter-departmental Team, comprised of staff from Community Development, Code Enforcement, Public Works, Parks and Recreation, Building and Safety, and Police Departments, the City is working closer with residents and property owners to improve the City's physical appearance, promote neighborhood improvement programs/projects, work with and develop self-sustaining neighborhood associations (neighborhood/resident groups), and educate community residents, property owners, and businesses of City codes, processes, and services.

SP-45 Goals Summary – 91.215(a)(4)

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Sustain and Strengthen Neighborhoods	2015	2019	Non-Housing Community Development	City of Huntington Park	Priority Housing Needs	\$1,650,000 (CDBG)	Housing Code Enforcement/ Foreclosed Property Care – 4,500 Housing Units (Code Enforcement)
2	Preserve Existing and Create New Affordable Housing	2015	2019	Affordable Housing	City of Huntington Park	Priority Housing Needs	\$375,000 (CDBG) \$2,355,298 (HOME)	Tenant-based Rental Assistance / Rapid Rehousing – 17 Households Assisted (Tenant-Based Rental Assistance) Rental Units Rehabilitated – 6 Household Housing Units (Acquisition/Rehab/New Construction) Homeowner Units Rehabilitated – 75 Household Housing Units (Residential Rehabilitation & Minor Home Repair)
3	Support Social Service Agencies that Assist Homeless Populations	2015	2019	Homeless Non-Housing Community Development	City of Huntington Park	Priority Homeless Needs	\$50,000 \$40,000 (CDBG)	Public service activities other than Low/Mod Income Housing Benefit – 2,500 2,000 Persons Assisted (Southeast Churches Service Center & Salvation Army SE Communities)

4	Support Social Service Agencies that Assist Special Needs Populations	2015	2019	Non-Homeless Special Needs	City of Huntington Park	Priority Special Needs Populations	\$74,700 (CDBG)	Public service activities other than Low/Mod Income Housing Benefit – 1,500 Persons Assisted (HP Senior Program)
5	Preserve Existing Public Facilities	2015	2019	Non-Housing Community Development	City of Huntington Park	Priority Community Facilities	\$250,000 (CDBG)	Public Facility or Infrastructure Activities other than Low/Mod Income Housing Benefit – 58,310 Persons Assisted (Salt Lake Park Splash Pad Project & Soccer Field Lighting Project & TBD Facility Improvement Projects)
6	Provide Needed Infrastructure Improvements	2015	2019	Non-Housing Community Development	City of Huntington Park	Priority Infrastructure Improvements	\$54,352 (CDBG)	Public Facility or Infrastructure Activities other than Low/Mod Income Housing Benefit – 58,310 Persons Assisted Or 5 Improvements (TBD Infrastructure Improvement Projects)

7	Provide Needed Community Services to Low/Mod Persons	2015	2019	Non-Housing Community Development	City of Huntington Park	Priority Community Services	\$880,300 \$890,300 (CDBG)	<p>Public service activities other than Low/Mod Income Housing Benefit – 3,050 3,019 Persons Assisted (Youth: P&R After School Project & HP Library Homework Center & L.E.A.D.& Hire HP Youth, Workforce, and Civic Engagement Program)</p> <p>Public service activities other than Low/Mod Income Housing Benefit – 58,310 Persons Assisted (General Public Services: Community Beautification)</p> <p>Public service activities other than Low/Mod Income Housing Benefit – 1,250 Persons Assisted (Fair Housing)</p>
8	Provide Economic Opportunity	2015	2019	Non-Housing Community Development	City of Huntington Park	Economic Opportunity	\$2,045,865 (CDBG)	<p>Businesses assisted – 45 Businesses assisted (Business Assistance & Economic Development Program)</p> <p>Façade treatment/business building rehabilitation – 20 Businesses (Commercial Rehabilitation)</p>

9	Planning for Housing and Community Development	2015	2019	Other: Administration	City of Huntington Park	Other Housing and Community Development Needs	\$1,223,450 (CDBG) \$216,075 (HOME)	N/A
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Table 68 – Goals Summary

Goal Descriptions

1	Goal Name	Sustain and Strengthen Neighborhoods
	Goal Description	Using CDBG funds, the City will sustain and strengthen neighborhoods by eliminating unsafe conditions and blight while improving the quality of life of residents within the community. (Project: Code Enforcement)
2	Goal Name	Preserve Existing and Create New Affordable Housing
	Goal Description	The City will use HOME funds to operate a city-wide Tenant-Based Rental Assistance Program using tenant selection policies and criteria consistent with the City’s Consolidated Plan. To the extent possible, based upon the availability of funds and a project’s viability, HOME funds will also be used to assist affordable housing developers in the acquisition, construction and/or rehabilitation of low-income rental and/or owner housing units. The City will use CDBG funds for minor rehabilitation programs for low and moderate income homeowners. (Projects: TBRA, Acquisition/Rehab, New Construction, Residential Rehab, Minor Home Repair)
3	Goal Name	Support Social Service Agencies that Assist Homeless Populations
	Goal Description	Using CDBG public service funds, the City will provide assistance to homeless service providers including, but not limited to, Southeast Churches Service Center and Salvation Army. (Project: Southeast Churches Service Center Emergency Food Program, Salvation Army Southeast Communities Family Services Program)
4	Goal Name	Support Social Service Agencies that Assist Special Needs Populations
	Goal Description	Using CDBG public service funds, the City will provide assistance to special needs service providers including, but not limited to, the Huntington Park Parks and Recreation Department for the Huntington Park Senior Program. (Project: HP Senior Program)
5	Goal Name	Preserve Existing Public Facilities
	Goal Description	Using CDBG funds, the City will provide financial assistance to improve public facilities and parks. (Projects: Salt Lake Park Splash Pad Project, Soccer Field Lighting Project, other TBD)
6	Goal Name	Provide Needed Infrastructure Improvements
	Goal Description	Using CDBG funds, the City will provide financial assistance to improve public infrastructure. (Projects: TBD)

7	Goal Name	Provide Needed Community Services to Low/Mod Persons
	Goal Description	Using CDBG public service funds, the City will provide assistance to various social service agencies for programs for youth, fair housing, anti-crime, and general public services. Services must benefit at least 51 percent low/mod persons. (Projects: P&R After School Program, HP Library Homework Center, Fair Housing Services, L.E.A.D., Hire HP Youth, Workforce, and Civic Engagement Program , Community Beautification)
8	Goal Name	Provide Economic Opportunity
	Goal Description	Using CDBG funds, the City will support projects and programs targeted to low and moderate-income business owners, or persons wishing to start or expand a business. The city will pursue a partnership with a local Small Business Assistance Center to administer the City's Economic Development Program and to implement the goals outlined in the City's 2013 Economic Development strategy. (Projects: Commercial Rehabilitation, Business Assistance and Economic Development)
9	Goal Name	Planning for Housing and Community Development
	Goal Description	The City will conduct the following administration/planning activities: (1) General Administration of CDBG and HOME Program, including preparation of budget, applications, certifications and agreements, (2) Coordination of CDBG-funded capital improvement projects, (3) Coordination of Public Service Subrecipients, (4) Coordination of HOME-funded housing projects, (5) Monitoring of CDBG and HOME projects/programs to ensure compliance with federal regulations, (6) Preparation of Annual Action Plan, and (7) Preparation of the CAPER. Up to 20% of the annual CDBG entitlement and up to 10% of the HOME entitlement is allowed for administration activities. (Project: CDBG Administration, HOME Administration)

Table 69 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

As presented in Table 68 above, the City's five-year goal is to provide affordable housing opportunities to 48 extremely low, low, and moderate income households through the following activities:

- Tenant-Based Rental Assistance: Huntington Park will provide tenant-based rental assistance to 17 low income households.
- Acquisition / Rehabilitation: Huntington Park will pursue an affordable housing project with approximately 6 units to be managed and operated by local CHDO.
- Residential Rehabilitation Program: The City will offer rehabilitation assistance to 25 extremely low, low, and moderate income households.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Not applicable.

Activities to Increase Resident Involvements

Not applicable.

Is the public housing agency designated as troubled under 24 CFR part 902?

No.

Plan to remove the ‘troubled’ designation

Not applicable.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

Huntington Park has a strong history of supporting affordable housing. The City has adopted numerous provisions in its Zoning Ordinance that facilitate a range of residential development types and encourage affordable housing, including flexible development standards for affordable housing, a density bonus ordinance, and reasonable accommodation procedures for persons with disabilities. In addition, the City and its former Redevelopment Agency have provided direct financial assistance to support affordable and mixed income housing projects. The loss of Redevelopment Housing Funds, combined with reductions in federal HOME funds, will, however, dampen the level of future affordable housing production in the City.

In addition to funding constraints, the primary barrier to the provision of affordable housing in Huntington Park is the lack of vacant land suitable for residential development. Separate owners of smaller parcels hold much of the underdeveloped and residentially zoned land in the City. This calls for alternative policy tools such as lot consolidation and/or demolition of existing older structures to accommodate higher density infill development.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The City firmly believes that its policies and current practices do not create barriers to affordable housing. In January 2015, the City updated its Analysis of Impediments to Fair Housing Choice in which it reviewed various City policies and regulations, and has determined that none of these is an impediment to housing. The City will continue to review any new policies and procedures to ensure they do not serve as an actual constraint to development.

The State Department of Housing and Community Development, in their review of Huntington Park's 2008-2014 Housing Element, determined the City's land use controls, building codes, fees and other local programs intended to improve the overall quality of housing do not serve as a development constraint. Furthermore, the City's Housing Element sets forth the following programs as a means of continuing to facilitate the production of affordable housing:

- Affordable Housing Development Assistance
- Homeownership Assistance
- Affordable Housing Incentives Ordinance
- Modified Standards for Affordable and Special Needs Housing
- Provision of Sites in the CBD and Affordable Housing Overlay Districts
- By-Right Zoning Provisions for Emergency Shelters, Transitional Housing, Supportive Housing and Second Units

To specifically address the removal of barriers for persons with disabilities, Huntington Park recently adopted a Reasonable Accommodation Ordinance. The Ordinance clearly sets forth the procedures under which a disabled person may request a reasonable accommodation in application of the City's land use and zoning regulations. Such a request may include a

modification or exception to the requirements for siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers. Reasonable accommodation requests may be approved administratively the Community Development Director, eliminating the requirement for the disabled applicant to undergo a zoning variance.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Huntington Park does not administer a homeless prevention program; however two local homeless providers, the Southeast Churches Service Center (partially funded with CDBG funds) and the Salvation Army Southeast Communities, both provide a referral service and transportation to the nearby Salvation Army Bell Shelter in the city of Bell. The Bell Shelter assesses the individual needs of homeless persons including case management, supportive and transitional housing, individual or group counseling, a drug and alcohol program, job search assistance, homeless veteran's reintegration, adult education, and a mobile medical clinic.

Addressing the emergency and transitional housing needs of homeless persons

Huntington Park addresses the emergency and transitional needs of the homeless and other persons needing shelter by actively participating in programs administered by public and quasi-public agencies. While no emergency shelters are located in Huntington Park, a 340 bed regional shelter is located in the adjacent city of Bell. The Bell Shelter, operated by the Salvation Army, provides emergency and transitional care for up to 340 homeless adults, including 154 in the shelter, 128 in the drug and alcohol program, and 49 in longer-term transitional housing. In addition to a place to stay, the Bell Shelter provides case management; substance abuse rehabilitation; counseling; on-site health care and medical referrals; computer training, job training and job search program; veterans' reintegration program; and life skills classes. On-site adult education classes are offered through the LA Unified School District, which can lead to various vocational certificates. ESL classes are also offered. Bell Shelter collaborated with the County of Los Angeles Department of Mental Health and the Veterans Administration to provide a new, 76,000 foot renovated shelter, targeting homeless, mentally ill, veterans and persons seeking alcohol and drug recovery.

The City's Zoning Code currently allows transitional housing and emergency shelter to be located within its City limits. To further these uses, the City revised its Zoning Code in 2009 to identify emergency shelters as a permitted use in the MPD zone, and transitional and supportive housing as permitted uses within residential zoning districts.

Huntington Park also responds to the emergency needs of the homeless and other persons needing emergency shelter by participating in programs administered by homeless service agencies. The City supports the motel voucher program administered by the local Salvation Army and the Southeast Churches Service Center in Huntington Park. Both organizations will continue to provide transportation assistance to those individuals who wish to go to the Bell regional shelter, or other shelters in neighboring communities.

Lastly, Huntington Park used local HOME funds to develop a transitional housing project, Mosaic Gardens, on Middleton Street in Huntington Park. Partnering with LINC Housing, the City

restored and renovated the building to serve as a home for limited-income families and transition age youth (TAY), ages 18-24, who also receive services from the Los Angeles County Department of Mental Health (LACDMH). The former 55 motel rooms were converted into 24 apartments to provide each family a space of their own. The location provides easy access to transportation, grocery stores, and job opportunities. The project also provides a large community courtyard with a tot lot and barbeques for residents to enjoy. A community room, private counseling rooms, and computers provide space for social activities and services that will support residents at Mosaic Gardens at Huntington Park.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

In an ongoing effort to continue to address the needs of the homeless and those at risk of homelessness, the City will include a greater focus on the development of sustainable and effective programming, which will consist of: applying for short and long-term available funding; partnerships with experienced service providers capable of leveraging other funding; the ability to create or secure affordable housing; perform homeless case management; and engage the homeless through a street outreach component in order to connect them to available services. The City's goal is to expand on current homeless programs and activities with a greater emphasis on homeless veterans and families to assist with their successful transition toward self-sufficiency.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Huntington Park will continue to contract with a fair housing provider to provide a wide range of fair housing services to ensure equal housing opportunities for its residents.

Homeless individuals or families and those at-risk of homelessness have the opportunity to get connected to supportive services, treatments, public resources and support groups through the Salvation Army and Southeast Churches Service Center (SCSC). The SCSC receives CDBG funding on an annual basis and should additional funds become available in the future, the City may opt to provide funding support to the Salvation Army as well.

Lastly, lower income households overpaying for housing are likely to be at risk of becoming homeless upon loss of employment. The City will continue to coordinate with the Los Angeles County Housing Authority to provide Section 8 rental assistance to homeless individuals and families as well as those at risk of becoming homeless.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

As a means of better protecting children and families against lead poisoning, in 1999 HUD instituted revised lead-based paint regulations focused around the following five activities:

- Notification
- Lead Hazard Evaluation
- Lead Hazard Reduction
- Ongoing Maintenance
- Response to Children with Environmental Intervention Blood Lead Level

The City has implemented HUD Lead Based Paint Regulations (Title X), which requires federally funded rehabilitation projects to address lead hazards. Lead-based paint abatement is part of the City's Residential Rehabilitation Program and the Acquisition/Rehabilitation of Affordable Rental Housing Program. Units within rental housing projects selected for rehabilitation are tested if not statutorily exempt. Elimination or encapsulation remedies are implemented if lead is detected, and is paid for through CDBG or HOME funds, as appropriate.

How are the actions listed above related to the extent of lead poisoning and hazards?

As discussed earlier in the Housing Market Analysis, 78% of Huntington Park's owner-occupied units were built prior to 1980, and of these 3,214 units, just 6% or 259 units have occupants that include children. Similarly, 83% of Huntington Park's rental housing was built prior to 1980 (8,614 units), with children present in just 6% or 620 of these units. Pre-1980 housing units with children present pose the greatest threat of lead poisoning. With an estimated 879 such households in Huntington Park, lead exposure among children is not a sizable issue.

Another risk factor is household income, with lower income households having a greater risk of exposure. The 2007-2011 CHAS identifies 82% of Huntington Park's households as earning less than 80% HAMFI, translating to an estimated 9,700 low and moderate income households residing in the City's approximately 11,800 pre-1980 housing units.

How are the actions listed above integrated into housing policies and procedures?

The Community Development Department coordinates the City's efforts to reduce lead-based paint hazards. To reduce lead in existing housing, all rehabilitation and minor home repair projects funded with CDBG and HOME are tested for lead and asbestos. When a lead-hazard is present, a lead consultant is hired to provide abatement or implementation of interim controls.

The City will also coordinate with the L.A. County Childhood Lead Prevention Program (CCLPP). CCLPP is responsible for enforcement of L.A. County's Lead Abatement Ordinance, including inspection, regulations and consultation. The CCLPP provides the City with the address of any

household where there is evidence of lead poisoning or elevated blood levels in children or any other evidence of lead from a physical inspection of a property. The City will contact the property owner and offer financial aid to assist in the abatement of the hazard. The City will provide lead hazard education and outreach through its newsletter and at other information distribution outlets (e.g., City Hall, Parks and Recreation, and the Library).

In 2009, the City was awarded a \$1.57 million HUD Lead Based Paint Hazard Control Grant, allowing significant expansion of its lead prevention and abatement activities. The grant enabled the City to identify and remediate lead hazards in 90 units occupied by lower income families with children, and educate the community about lead poisoning prevention, healthy homes and integrated pest management. The City is currently reapplying for the same grant to continue efforts to remove lead in the city's housing stock.

Lastly, the City's Minor Home Repair program can provide weatherization services, and as needed exterior paint, and perform healthy home interventions focusing on repairs for integrated pest management, moisture problems, smoke alarms, and correction or replacement of faulty appliances.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

In Huntington Park, factors that contribute to over one-quarter of the population living below poverty include: low level of education; inadequate job skills; unemployment or underemployment at minimum wage; and language barriers. The City's ability to reduce or assist in reducing the number of households with incomes below the poverty line is dependent on its ability to increase the local employment base, and to increase educational and job training opportunities. The City has designated Economic Development as a High Priority, and will actively continue to support a variety of activities in support of these goals.

- Hub Cities One-Stop Career Center located in Huntington Park serves as the community's primary center for job training, placement and career planning assistance, with approximately 5,000 persons utilizing the Center's services each month.
- A youth employment program with paid internships is provided through the Center, serving approximately 100 area youth annually.
- The Career Center also provides services to businesses, and partners within Los Angeles County to carry out a Rapid Response Services program for businesses experiencing layoffs or closures.
- Huntington Park's Economic Development Program includes a variety of business retention and attraction activities to enhance the City's business climate. Technical and business planning assistance is provided, including site referral and commercial space inventory services.
- The Pacific Boulevard Business Improvement District (BID) promotes the economic development of the downtown by providing funding for a variety of improvements to the downtown, including additional promotion, security, and cleaning, and most recently a Downtown Specific Plan.
- The Southeastern Los Angeles County Small Business Development Corporation (SBDC) administers a business assistance program for businesses with 50 or fewer employees. Services include business management counseling and training, small business loans and a business resource center.
- The Miles Avenue Library offers a reading literacy program for students and adults. Several agencies offer ESL classes throughout the community.
- Numerous City-sponsored youth programs are geared towards keeping kids in school, such as the After School Youth Program and Juveniles At-Risk Boot Camp Program, with the goal of ultimately gaining meaningful employment.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Huntington Park's overall program for affordable housing is integral to the City's strategy for reducing the number of poverty level families and individuals in the community. Examples of the inter-relatedness of Huntington Park's housing programs to poverty reduction include:

- Participation by nearly 300 low and extremely low income Huntington Park households in the Housing Choice Rental Assistance Voucher Program administered by the Los Angeles County Housing Authority (LACoLA).
- Implementation of city-wide Tenant-Based Rental Assistance Program, with funding preference given to low income elderly households.
- The City utilized HOME funds to assist in the adaptive reuse of a former vacant motel to provide 24 units of affordable housing for lower income families and transition age youth receiving services from the Los Angeles Department of Mental Health (LACDMH). Residents will participate in services provided on-site by LINC Cares, in addition to receiving ongoing services from LACDMH.
- During 2015/16, the City will utilize HOME funds to gap finance an affordable housing project at a location yet to be determined.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Huntington Park follows monitoring procedures for CDBG-funded public service subrecipients which includes desk reviews of quarterly progress reports and expenditures, and periodic on-site visits to ensure compliance with federal regulations. All subrecipients are required by their subrecipient agreement to submit performance reports that demonstrate work is being performed in accordance with the scope of service, that evidences progress in meeting performance milestones, and that shows expenditures are allowable under the agreement. Staff also conducts periodic on-site monitoring of project activities to document compliance with HUD eligibility guidelines, performance in reaching contract goals, to determine if administrative and fiscal systems are adequate, and to ensure compliance with other crosscutting federal regulations.

CDBG-funded capital projects are monitored by regular status and fiscal reports for Davis/Bacon requirements throughout the course of the project, as well as frequent site visits by staff. For some projects, the City's Community Development Department outsources the monitoring and project inspections on construction work.

The City is also responsible to HUD for monitoring HOME-assisted rental projects (e.g., transitional, permanent and special needs housing projects) throughout the period of affordability to ensure that these projects are in continued compliance with Federal and State regulations. Monitoring guidelines are intended to assist City staff in making informed judgments about asset management, HOME Investment Partnerships Act (HOME) Program compliance, and management efficiency of HOME-assisted rental projects. The City's monitoring protocol serves to determine if HOME-assisted rental housing remains affordable, its occupants are low- and very low-income, and that the property is maintained in standard condition throughout the affordability period.

Rental project monitoring occurs at four levels:

- Annually, a desk audit is performed wherein the owner/property manager will submit information certifying household sizes, household incomes and rents for all HOME-restricted units;
- An on-site visit will be conducted triennially during which an in-depth review will occur of all HOME and federal crosscutting requirements, e.g., affirmative marketing and tenant selection procedures;
- Projects are inspected in accordance with the HOME regulations at HOME Final Rule at 24 CFR 92.504(d):

- Upon receipt of a developer's project pro forma, the City conducts an economic analysis to ensure that, in accordance with the City's adopted underwriting and layering review guidelines, the amount of warranted HOME assistance is necessary to provide affordable housing.

The City has the prerogative to monitor on-site more frequently, especially if a project is at risk because of outstanding findings or insufficient capacity.

The City has adopted layering review guidelines in compliance with HOME Investment Partnerships Act (HOME) requirements set forth under Section 212(f) of the Cranston-Gonzalez National Affordable Housing Act, as amended, 24 CFR 92.250(b) of the FY 2013 HOME Final Rule and 24 CFR Part 91, the Consolidated Plan Final Rule. The City asserts that (a) prior to the commitment of funds to a project, the project is to be evaluated based upon its layering guidelines, and that (b) it will not invest any more HOME funds in combination with other governmental assistance than is necessary to provide affordable housing.

The City's layering review guidelines is also to be used when determining the level of HOME funds to be used in a project absent other governmental assistance. In the event that additional sources of funds not initially contemplated are later infused, the City may opt to update the evaluation.

The City shall also follow steps to monitor beneficiaries of the Single-Family Residential Rehabilitation Program. During the pre-monitoring phase, applicants will sign a clause on the application form certifying that the property is the principal residence.

Project and financial data on CDBG and HOME-funded activities is maintained using HUD's IDIS (Integrated Disbursement Information System) software. Use of this system allows HUD staff easy access to local data for review and progress evaluation.



CITY OF HUNTINGTON PARK

ANNUAL ACTION PLAN JULY 1, 2015 – JUNE 30, 2016

1st AMENDMENT DRAFT

DECEMBER 2015

**CITY OF HUNTINGTON PARK
COMMUNITY DEVELOPMENT DEPARTMENT
6550 MILES AVENUE
HUNTINGTON PARK, CA 90255**

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Huntington Park's 2015/16-2019/20 Consolidated Plan constitutes the City's strategy for addressing its housing and community development needs utilizing federal entitlement funds. The goals are to assist low and moderate-income persons, provide decent housing, create suitable living environments, and expand economic opportunities. Included in the Consolidated Plan are broad five-year objectives and strategies to accomplish these goals. Specific identifiable benchmarks for measuring progress in realizing the City's strategy are proposed in the Action Plan for 2015/16.

The 2015/16 Annual Action Plan includes application for funds under two different HUD entitlement programs - Community Development Block Grant (CDBG) and the HOME Investment Partnership Program). Current year entitlements combined with reallocations from prior years bring the total funding for program year 2015/16 to approximately \$2.35 million. The following Annual Action Plan describes resources, programs, activities and actions Huntington Park will use in the coming 2015/16 fiscal year to implement its strategic plan and ultimately achieve its Consolidated Plan goals and objectives, summarized in Table 1 on the following page.

Table 1 - 2015-2019 Consolidated Plan Priorities, Goals, Implementing Programs, and FY 2015-16 Goals

Consolidated Plan 5-Year Priority	Consolidated Plan Goals	Implementing Programs	2015-16 Goal	Outcome/Objective*
Priority Housing Needs	Sustain and Strengthen Neighborhoods	<ul style="list-style-type: none"> Code Enforcement 	900 housing units	SL-3
Priority Housing Needs	Preserve Existing and Create New Affordable Housing	<ul style="list-style-type: none"> Tenant-Based Rental Assistance Acquisition / Rehabilitation / New Construction Residential Rehabilitation Minor Home Repair Program 	17 households 6 housing units 5 housing units 10 housing units	DH-2 DH-2 DH-1 DH-1
Priority Homeless Needs	Support Social Service Agencies that Assist Homeless Populations	<ul style="list-style-type: none"> Southeast Churches Service Center Salvation Army Southeast Communities 	300 persons 200 persons	SL-1 SL-1
Priority Special Needs Populations	Support Social Service Agencies that Assist Special Needs Populations	<ul style="list-style-type: none"> HP Senior Program 	300 persons	SL-1
Priority Community Facilities	Preserve Existing Public Facilities	<ul style="list-style-type: none"> Salt Lake Park Splash Pad Project Soccer Field Lighting Project 	58,310 persons	SL-1 SL-1
Priority Community Services	Provide Needed Community Services to Low/Mod Persons	<ul style="list-style-type: none"> After School Program HP Library Homework Center Leadership Empowerment and Discipline (L.E.A.D.) Program Hire HP Youth, Workforce and Civic Engagement Pilot Program Community Beautification Fair Housing Services 	<u>Youth Services</u> 610 579 persons <u>Gen Public Services</u> 58,310 persons <u>Fair Housing Services</u> 250 persons	SL-1 SL-1 SL-1
Economic Opportunity	Economic Opportunity	<ul style="list-style-type: none"> Commercial Rehabilitation 	4 Businesses	EO-3

		<ul style="list-style-type: none"> • Business Assistance and Economic Development 	8 Businesses	EO-1
Other Housing and Community Development Needs	Planning for Housing and Community Development	<ul style="list-style-type: none"> • CDBG Administration • HOME Administration 	N/A	N/A

2. Summarize the objectives and outcomes identified in the Plan

See Table 1 above.

3. Evaluation of past performance

During the previous five-year period, the City of Huntington Park used CDBG and HOME funds to accomplish the following objectives:

Decent Housing

- On April 18, 2011, the City Council approved an Affordable Housing Agreement with LINC-Huntington Park Apartment Investors LP (LINC CDC). The Agreement committed \$1.50 million in Federal HOME funds for the development of an affordable housing project at 6337 Middleton Street known as the Mosaic Gardens Project. The project is also located within the Middleton/Malabar focus neighborhood. The property was a 55-room motel situated on the back portion of the Rodeway Inn located on Santa Fe Avenue. LINC CDC redeveloped the motel into a 24-unit rental housing project that includes such on-site amenities as a community room for resident services and programs, a computer room for resident use, and community open space. Additionally, the project provided housing for a population with special needs, which has limited housing opportunities. The City's previous Five-Year Consolidated Plan acknowledged the need for special needs housing. It noted that youth leaving the foster care system ("emancipated youth") are a high risk of special needs population. This project helped to meet the housing needs of this special needs population.
- The Residential Rehabilitation Program provides assistance up to \$50,000 for property renovations and rehabilitation for owner-occupied single family homes and rental units. The City did not meet its 2010-2014 Consolidated Plan goal to fund 30 residential rehabilitation loans/grants (it funded 17); accordingly, the City will enter into an agreement with Los Angeles County Neighborhood Housing Services (NHS) to leverage City HOME funds to provide eligible Huntington Park residences homeownership and residential rehabilitation opportunities during the 2015-2019 Consolidated Plan period.
- During the previous Consolidated Plan period, the City entered into a subrecipient agreement with a nonprofit agency to operate a city-wide Tenant-Based Rental Assistance Program using tenant selection policies and criteria consistent with the 2010-2014 Consolidated Plan. The City gave local preference to 100 very low-income elderly persons. The program will continue into FY 2015-16.

Suitable Living Environment

- The City funded a Minor Home Repair program in the first three years of the previous Consolidated Plan. Unfortunately, the program was defunded in the 4th year as CDBG funds decreased. Only 16% of the City's goal of providing 150 households with minor home repairs was met. The program will be reinstated in the FY 2015-16 with the assistance of a local non-profit, Los Angeles County Neighborhood Housing Services (NHS).

- The City's Code Enforcement program continues to exceed the goal of assisting 300 housing units each year.
- The Commercial Rehabilitation Program continues to be a popular program with business owners in the City's downtown area (Pacific Boulevard). While the City only met 60% of its 2010-2014 goal to provide 15 loans, due mostly to reductions in staff to implement the program, the program will continue into the new 2015-2019 Consolidated Plan period as a high priority program.
- The City assisted various public service agencies during the previous five year period. While the City has had to reduce the number of public service programs offered with CDBG funds because of decreases in CDBG entitlement funds, coupled with a past HUD recommendation to fund less organizations because of the high cost to manage each contract, the City continues to exceed its goals in providing youth, homeless, community beautification, and fair housing services to the Huntington Park community.
- The City met its goal to fund two community facility rehabilitation projects. More facility improvement projects are slated for the current 2015-2019 Consolidated Plan period.
- The City did not provide any CDBG assistance towards infrastructure improvements over the past five years; however this remains a high priority and has been included as such in the 2015-2019 Consolidated Plan.

Economic Opportunity

- Huntington Park operated a popular Business Assistance and Economic Development program that provided technical support, business resources, and referrals to Huntington Park businesses citywide. The program also served to increase business retention and attraction services by providing business and financial planning assistance to new and existing businesses and served as a local resource center. Funds were used to host workshops and seminars with industry experts to help persons grow their business in Huntington Park. The program was administered by LA Business Connect, a locally based entrepreneur and small business services company. During the 2015-2019 Consolidated Plan period, the City will pursue a new partnership with an economic development subrecipient to continue to assist Huntington Park's business community.

4. Summary of citizen participation process and consultation process

The City developed its 2015/16 Annual Action Plan through extensive consultation and coordination with housing, social service and healthcare providers; public agencies; and the local public housing agency as presented in Table 2. As a means of gaining input from these agencies, the City conducted a consultation workshop, public hearings, surveys, and invited local grantees to provide comments on the draft Consolidated Plan and Action Plan. In addition, consultation in the development of the Consolidated Plan involved several City departments.

Consulted Agencies		
Fair Housing Foundation	Huntington Park Library (L.A. County)	L.A. Legal Community Center
Oldtimers Housing Development Corporation	Southeast Churches Service Center	Wilshire Bank
City of Huntington Park Departments and Councils		
Community Development Department	Parks and Recreation Department	Public Works Department
Huntington Park Police Department	Huntington Park City Council	Code Enforcement Division
Other Public Agencies		
Los Angeles County Health Department	Los Angeles Homeless Services Authority	

Table 2 – Citizen Participation Consultation

The City followed HUD’s guidelines for citizen and community involvement in preparation of the Consolidated Plan and Action Plan to encourage citizen participation in the preparation of the documents. The City also undertook several activities such as focus groups, community meetings, and a Community Needs Survey.

A draft of the five-year Consolidated Plan and 2015/16 Annual Action Plan was available for public comment for a minimum 30-day period (April 2 – May 4, 2015). City Council public hearings were held on March 2, 2015 and May 4, 2015, providing residents and interested parties a final opportunity to comment on the Consolidated Plan prior to adoption and submittal to HUD.

5. Summary of public comments

The City did not receive any written comments on the Consolidated Plan during the 30-day public review, or any public comments at the May 4, 2015 City Council public hearing.

6. Summary of comments or views not accepted and the reasons for not accepting them

The City of Huntington Park responded to all relevant comments. All comments received were accepted.

7. Summary

Key findings of the Needs Assessment include:

- Housing overpayment is the most prevalent housing problem, with 64% of Huntington Park’s low and moderate income renter households (<80% AMI) facing a cost burden (>30% of income on housing costs), and over one-third facing a severe cost burden (>50%

of income towards housing). As depicted in Figure 4 (Appendix B), high levels of severe renter overpayment are located in neighborhoods throughout the City, and generally correspond to areas with high levels of poverty, senior households, and renter overcrowding.

- Household overcrowding, defined as greater than one person per room, has decreased from 63% of all renters in 2000 to 48% a decade later (as documented by the 2007-2011 ACS). Severe overcrowding (greater than 1.5 persons per room) impacts 27% of renters in the City. Figure 5 depicts several neighborhoods with concentrations of severe renter overcrowding (over 45%): north of Florence immediately east of Santa Fe; the neighborhood on either side of State bound by Gage and Saturn; both sides of Pacific bound by Randolph and Slauson; and the northernmost portion of the city directly to the east of Santa Fe.
- An estimated 15% of the City's housing is in substandard condition (2,300 units). The biggest contributors to substandard housing are the City's aging housing stock, household overcrowding, and absentee landlords.
- For homeless persons or persons at-risk of becoming homeless, the most significant problem is the lack of affordable rental housing. This problem has been compounded by decreases in funding available through Section 8 and HOME, and the loss of Redevelopment Housing funds. For chronically homeless persons and transitional age youth, there is an insufficient inventory of transitional housing and permanent housing with supportive services designed to meet the specific needs of these populations who often struggle with physical and mental health problems in addition to substance abuse issues.
- Priority community facility needs include park facility upgrades, including soccer field lighting and a splash pad at Salt Lake Park. The Consolidated Plan community needs survey named the need for youth centers and general parks and recreation facilities within the top ten priority needs.
- Priority infrastructure needs include streets and alleys, and bicycle transportation improvements in the City's low and moderate income neighborhoods. The City's 2015 Pavement Management Plan reviews the existing street conditions within the transit system and identifies a cost-to-improve each segment of the transit system. Street and alley improvements ranked within the top ten priority needs in the community needs survey.
- Priority public service needs include services for youth, seniors, homeless and anti-crime services. These needs were determined by the public via the Community Needs Survey, comments received at a Consultation Workshop with various public service and housing providers, and specific comments received from the Huntington Park City Council at a Needs and Priorities public hearing on March 2, 2015.

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	HUNTINGTON PARK	Community Development Department
CDBG Administrator	Manuel Acosta, Economic Development Manager	Community Development Department
HOME Administrator	Manuel Acosta, Economic Development Manager	Community Development Department

Table 3 – Responsible Agencies

Narrative

The Lead Agency for the five year (2015/2016 - 2019/2020) Consolidated Plan is the City of Huntington Park, Community Development Department.

Consolidated Plan Public Contact Information

Manuel Acosta, Economic Development Manager

City of Huntington Park
Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255
Phone: (323) 584-6213
Email: MAcosta@hpca.gov

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City developed its five-year (2015/2016 - 2019/2020) Consolidated Plan and FY 2015/16 Annual Action Plan through consultation with City departments; housing and public service providers; and adjacent local governments. As a means of gaining input from housing, homeless and social service providers, the City conducted a consultation workshop in August 2014. Approximately 20 agencies were invited to attend (refer to mailing list in Appendix C), with eight agencies/departments participating in the workshop. The purpose of the workshop was to discuss what each of these agencies define as the key housing and social service issues in Huntington Park, to identify gaps in service, and to brainstorm potential recommendations. Another function of the workshop was to establish a dialogue among agencies/departments to enhance collaboration and sharing of information.

In addition to those agencies/departments participating in the workshop, additional agencies were contacted as necessary to gain comprehensive information on the community's needs, such as the Los Angeles County Housing Authority and Los Angeles Homeless Services Authority.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City participates in Service Planning Area (SPA) 7 of the Continuum of Care for Los Angeles City and County, and coordinates with the LAHSA, local communities and various service agencies to provide a continuum of services and facilities for the homeless and persons at-risk of becoming homeless.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Huntington Park does not receive ESG funds so this is not applicable.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Agency/Group/ Organization	Agency/Group/ Organization Type	What section of the Plan was addressed by Consultation?	How was the Agency/ Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
City of Huntington Park	Other government - Local	Housing Need Assessment Homeless Needs Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Non-Housing Community Development Strategy Anti-Poverty Strategy Lead-based Paint Strategy	Agency Consultation Workshop. Interdepartmental Workshop. City will continue maintaining its strong relationships with service providers and local jurisdictions to implement the 5-year strategy.
Huntington Park City Council	Civic Leaders	Housing Need Assessment Non-Homeless Special Needs Market Analysis Economic Development Non-Housing Community Development Strategy Anti-Poverty Strategy	Public hearings. City Council members reflect the needs of their constituents in the community, which have been reflected in the needs and priorities identified in the Plan.
Los Angeles County Housing Authority	PHA	Housing Need Assessment Public Housing Needs Market Analysis	Email correspondence. The City will continue its strong partnership with the Housing Authority.
Los Angeles County – Huntington Park Library	Services – Children	Non-Housing Community Development Strategy Anti-Poverty Strategy	Special Needs Service Provider Survey. The City will continue supporting the Library's educational programs for Huntington Park youth.
Old Timers Housing Development Corporation	Housing	Housing Needs Non-Homeless Special Needs	Agency Consultation Workshop. The City will continue supporting housing programs targeted to low income and at-risk families.
Fair Housing Foundation	Services-Fair Housing	Housing Needs Assessment	Agency Consultation Workshop. The City will continue to provide fair housing and tenant/landlord services to residents.
Southeast Churches Service Center	Services - Homeless	Homeless Needs: Chronically Homeless, Families with Children, Veterans, Unaccompanied youth Homeless Strategy	Agency Consultation Workshop. The City will continue supporting programs for homeless and persons and families at risk of homelessness.

Table 4 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Huntington Park developed its Consolidated Plan through consultation with housing, social and health service providers; local agencies/governments; and the Los Angeles County Housing Authority. The City is unaware of any Agency types relevant to the Consolidated Plan that were not consulted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care for Los Angeles County and City	Los Angeles Homeless Services Authority	LAHSA uses housing and demographic data obtained through HMIS and Homeless Counts to determine needs and to pinpoint gaps in housing and services. This in turn helps LAHSA to pool and coordinate resources with the County and cities to develop coordinated homeless access and assessment centers. Huntington Park participates with LAHSA in building the regional continuum of care to address the homeless and persons at-risk of homelessness.
Huntington Park Housing Element	City of Huntington Park Planning Division	The City is currently updating its Housing Element for the 2013-2021 period. All housing-related programs in the Consolidated Plan will be directly reflected within the Housing Element.

Table 5 – Other local / regional / federal planning efforts

AP-12 Participation - 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City followed HUD's guidelines for citizen and community involvement in preparation of the Consolidated Plan and Action Plan. To encourage citizen participation in the preparation of the documents, the City undertook several activities as summarized below.

Housing and Community Development Needs Survey

In order to evaluate public opinion of specific housing and community development needs, the City utilized an on-line Needs Survey in which the respondent was asked to rank the level of need for a particular service, capital improvement, and public benefit. Hard copies of the survey were also made available at the Community Development Department, the Clerk's Office, and were emailed to the Parks and Recreation Department's resident contact list. Questions about specific needs were grouped into these areas:

- Housing Needs;
- Homeless Needs;
- Public Service Needs;
- Infrastructure Needs; and
- Economic Development Needs.

A total of 88 residents completed the Needs Survey. Survey responses were then totaled to provide an overall average need rating for each of the 36 identified activities. The top needs identified (in rank order) were as follows, with the complete survey results included in Appendix C of the Consolidated Plan:

- Anti-Crime Services
- Youth Centers
- Youth Services
- Job Creation/Retention
- Employment Training
- New Affordable Ownership Housing
- Street/Alley Improvements
- Park and Recreation Facilities
- Property Maintenance/Code Enforcement
- Child Care Services

Focus Groups

On August 27, 2014, key City stakeholders and representatives of housing and social service organizations participated in a focus group meeting that covered the following:

- Barriers to fair housing and access to affordable housing
- Housing, homeless and public service needs and gaps in service
- Community priorities

Attendees of the focus group expressed the immediate needs to serve the community, with the need for additional affordable housing opportunities, services for seniors and families, homeless housing and services, and code enforcement most commonly cited as Huntington Park's priority needs. A summary of the input received at the meeting is included in Appendix C.

Community Meetings

The City Council conducted a Needs Assessment Public Hearing on March 2, 2015. The meeting was advertised in the El Aviso and noticed per the Ralph M. Brown Act. Invitations were also included as part of the Housing and Community Development Needs Survey.

At the Needs Assessment Public Hearing, City staff provided background on the Consolidated Plan, and the process for preparation of Huntington Park's 2015/16-2019/20 Plan. Three members of the public spoke, citing the dire need for additional affordable housing, especially for seniors and persons with disabilities; the impact of rising rents on household overcrowding and added stress on families; the need to consider high rise housing as a means of addressing the housing shortage; and opposition to additional high density housing around the downtown as the area is already too crowded and schools impacted. Each member of the City Council provided input on community needs and priorities for the Plan, summarized in Appendix C of the Consolidated Plan.

The City Council conducted a public hearing on the Consolidated Plan on May 4, 2015. The City did not receive any written comments on the Plan during the 30 day public review, or any public comments at the May 4, 2015 City Council public hearing.

Citizen Participation Outreach Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
Internet Outreach	Non-targeted/ broad community	A total of 88 Community Needs Assessment surveys were received.	See attached results in Appendix C.	N/A	N/A
Public Meeting	Housing and Service providers representing low/moderate income, special needs and homeless population	Ten individuals representing City staff and housing and service providers attended and participated in the morning meeting. (8/27/14)	See attached summary of comments in Appendix C.	All comments received were accepted.	N/A
Public Meeting	Non-targeted/ broad community	A public meeting was held before the City Council to solicit input on needs and priorities for the Consolidated Plan. (3/2/15)	See attached summary of comments in Appendix C.	All comments were received and accepted.	N/A
Newspaper Ad	Non-targeted/ broad community	A newspaper advertisement was made soliciting public comment on the draft 2015/16-2019/20 Consolidated Plan.	No comments were received on the Consolidated Plan.	N/A	N/A
Public Meeting	Non-targeted/ broad community	A final public meeting was held before the City Council for adoption of the 2015/16-2019/20 Consolidated Plan. (5/4/15)	No comments were received on the Consolidated Plan.	N/A	N/A

Table 6 - Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Table 7 summarizes the major sources of funding available to carry out housing and community development activities during the 2015-16 fiscal year.

For fiscal year 2015-16, the City of Huntington Park will have an estimated total of \$1,509,863 in CDBG funds. This total amount is comprised of \$1,273,451 in Fiscal 2015-16 CDBG entitlement funds and \$236,412 in prior year unallocated CDBG funds carried forward. The City does not have any income from float-funded activities or surplus from urban renewal settlements, sale of real property, prior period adjustments, loans outstanding or written off, CDBG acquired property available for sale, or lump sum drawdown payments. Nor is the City funding any “urgent need activities.” CDBG funds will be used for public services, public facility improvements, code enforcement, a minor home repair program, and CDBG administration. An estimated \$1,255,173 or approximately 83 percent in CDBG funds will be used for activities that benefit persons of low and moderate income.

The City of Huntington Park will also have an estimated \$842,773 in HOME Program funds comprised of a FY 2015-16 allocation of \$432,150, and an estimated carryover balance of \$410,623. The City will use HOME funds for administration of the HOME program, residential rehabilitation, and for a potential acquisition and rehabilitation project.

The City will pursue competitive public and private grants for the development and preservation of programs, housing, and services.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$1,273,451	\$0	\$236,412	\$1,509,863	\$5,093,804	Entitlement funds allocation plus prior-year resources.
HOME	Public – federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$432,150	\$0	\$410,623	\$842,773	\$1,728,600	Entitlement allocation plus prior-year resources.

Table 7 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds play a crucial role in implementing the Annual Action Plan. Local private and non-federal funds are usually insufficient to meet the heavy demand for housing and services in our community. Agencies receiving CDBG and HOME funds use those funds as a commitment to receiving other funding sources. Likewise, the City also leverages other resources among the formula grant programs. For example, the HOME program is matched by a variety of sources, including: private investment, public investment, and tax credits.

The HOME Program requires a match of every dollar drawn; however, the City remains exempt from meeting this mandate. Since its inception, the City of Huntington Park has received a 100% match reduction, and expects to receive such a reduction until otherwise indicated by HUD.

If appropriate, describe publically owned land or property located within the jurisdiction that

may be used to address the needs identified in the plan

Not applicable.

AP-20 Annual Goals and Objectives

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Sustain and Strengthen Neighborhoods	2015	2016	Non-Housing Community Development	City of Huntington Park	Priority Housing Needs	\$330,000 (CDBG)	Housing Code Enforcement/ Foreclosed Property Care – 900 Housing Units (Code Enforcement)
2	Preserve Existing and Create New Affordable Housing	2015	2016	Affordable Housing	City of Huntington Park	Priority Housing Needs	\$75,000 (CDBG) \$799,558 (HOME)	Tenant-based Rental Assistance / Rapid Rehousing – 17 Households Assisted (Tenant-Based Rental Assistance) Rental Units Rehabilitated – 6 Household Housing Units (Acquisition/Rehab/New Construction) Homeowner Units Rehabilitated – 15 Household Housing Units (Residential Rehabilitation; Minor Home Repair)
3	Support Social Service Agencies that Assist Homeless Populations	2015	2016	Homeless Non-Housing Community Development	City of Huntington Park	Priority Homeless Needs	\$10,000 \$0	Public service activities other than Low/Mod Income Housing Benefit – 500 Persons Assisted (Southeast Churches Service Center; Salvation Army Southeast Communities)
4	Support Social Service Agencies that Assist Special Needs Populations	2015	2016	Non Homeless Special Needs		Priority Special Needs Populations	\$14,940	Public service activities other than Low/Mod Income Housing Benefit – 300 Persons Assisted (HP Senior Program)

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Preserve Existing Public Facilities	2015	2016	Non-Housing Community Development		Priority Community Facilities	\$250,000 (CDBG)	Public Facility or Infrastructure Activities other than Low/Mod Income Housing Benefit – 58,310 Persons Assisted (Salt Lake Park Splash Pad Project; Soccer Field Lighting Project)
6	Provide Needed Community Services to Low/Mod Persons	2015	2016	Non-Housing Community Development		Priority Community Services	\$176,060 \$182,356 (CDBG)	Public service activities other than Low/Mod Income Housing Benefit – 610 579 Persons Assisted (Youth: P&R After School Project; HP Library Homework Center; L.E.A.D.; Hire HP Youth, Workforce, and Civic Engagement Program) Public service activities other than Low/Mod Income Housing Benefit – 58,310 Persons Assisted (General Public Services: Community Beautification) Public service activities other than Low/Mod Income Housing Benefit – 250 Persons Assisted (Fair Housing)
7	Provide Economic Opportunity	2015	2016	Non-Housing Community Development		Economic Opportunity	\$409,173 (CDBG)	Businesses assisted – 8 25 Businesses assisted (Business Assistance & Economic Development Program) Façade treatment/business building rehabilitation – 4 Businesses (Commercial Rehabilitation)

8	Planning for Housing and Community Development	2015	2016	Other: Administration		Other Housing and Community Development Needs	\$244,690 (CDBG)	CDBG Administration
							\$43,215 (HOME)	HOME Administration

Table 8 – Goals Summary

Goal Descriptions

1	Goal Name	Sustain and Strengthen Neighborhoods
	Goal Description	Using CDBG funds, the City will sustain and strengthen neighborhoods by eliminating unsafe conditions and blight while improving the quality of life of residents within the community. (Project: Code Enforcement)
2	Goal Name	Preserve Existing and Create New Affordable Housing
	Goal Description	The City will use HOME funds to operate a city-wide Tenant-Based Rental Assistance Program using tenant selection policies and criteria consistent with the City's Consolidated Plan. To the extent possible, based upon the availability of funds and a project's viability, HOME funds will also be used to assist affordable housing developers in the acquisition, construction and/or rehabilitation of low-income rental and/or owner housing units. The City will use CDBG funds for minor rehabilitation programs for low and moderate income homeowners. (Projects: TBRA; Acquisition/Rehab, New Construction; Residential Rehab; Minor Home Repair)
3	Goal Name	Support Social Service Agencies that Assist Homeless Populations
	Goal Description	Using CDBG public service funds, the City will provide assistance to homeless service providers including, but not limited to, Southeast Churches Service Center and Salvation Army. (Project: No homeless programs will be funded in FY 2015/16 Southeast Churches Service Center Emergency Food Program; Salvation Army Southeast Communities Family Services Program)
4	Goal Name	Support Social Service Agencies that Assist Special Needs Populations
	Goal Description	Using CDBG public service funds, the City will provide assistance to special needs service providers including, but not limited to, the Huntington Park Parks and Recreation Department for the Huntington Park Senior Program. (Project: HP Senior Program)
5	Goal Name	Preserve Existing Public Facilities
	Goal Description	Using CDBG funds, the City will provide financial assistance to improve public facilities and parks. (Projects: Salt Lake Park Splash Pad Project; Soccer Field Lighting Project; other TBD)

6	Goal Name	Provide Needed Community Services to Low/Mod Persons
	Goal Description	Using CDBG public service funds, the City will provide assistance to various social service agencies for programs for youth, fair housing, anti-crime, and general public services. Services must benefit at least 51 percent low/mod persons. (Projects: P&R After School Program; HP Library Homework Center; Fair Housing Services; L.E.A.D. ; Community Beautification; Hire HP Youth, Workforce, and Civic Engagement Program)
7	Goal Name	Provide Economic Opportunity
	Goal Description	Using CDBG funds, the City will support projects and programs targeted to low and moderate-income business owners, or persons wishing to start or expand a business. The city will pursue a partnership with a local Small Business Assistance Center to administer the City's Economic Development Program and to implement the goals outlined in the City's 2013 Economic Development strategy. (Projects: Commercial Rehabilitation; Business Assistance and Economic Development)
8	Goal Name	Planning for Housing and Community Development
	Goal Description	The City will conduct the following administration/planning activities: (1) General Administration of the overall CDBG and HOME Program, including preparation of budget, applications, certifications and agreements, (2) Coordination of all CDBG-funded capital improvement projects, (3) Coordination of the Public Service Subrecipients, (4) Coordination of all HOME-funded housing projects, (5) Monitoring of all CDBG and HOME projects/programs to ensure compliance with federal regulations, (6) Preparation of the Annual Action Plan, and (7) Preparation of the Consolidated Annual Performance and Evaluation Report (CAPER). The City may use up to 20% of its annual CDBG entitlement on administration activities; and 10% is allowed for HOME administration activities. (Project: CDBG Administration; HOME Administration)

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)

As presented in Table 8 above, the City's one-year goal is to provide affordable housing opportunities to 28 extremely low, low, and moderate income households through the following activities:

- Tenant-Based Rental Assistance: Huntington Park will provide tenant-based rental assistance to 17 low income households in FY 2015-16.
- Acquisition / Rehabilitation: Huntington Park will pursue an affordable housing project with approximately 6 units to be managed and operated by local CHDO.
- Residential Rehabilitation Program: The City will offer rehabilitation assistance to 5 extremely low, low, and moderate income households.

AP-35 Projects – 91.220(d)

The following projects are based on the City’s identified priority needs and activities. Projects/programs operated citywide are noted. The majority of the projects are targeted low and moderate income persons, or neighborhoods in census tracts with 51% or more who are low- or moderate-income. All proposed activities are eligible and meet program service targets.

Projects

Project Name	Target Area	Goals Supported	Needs Addressed	Funding
Code Enforcement	City of Huntington Park	Sustain and Strengthen Neighborhoods	Priority Housing Needs	CDBG: \$330,000
Tenant-Based Rental Assistance	City of Huntington Park	Preserve Existing and Create New Affordable Housing	Priority Housing Needs	HOME: \$90,000
Acquisition / Rehabilitation / New Construction	City of Huntington Park	Preserve Existing and Create New Affordable Housing	Priority Housing Needs	HOME: \$509,558
Residential Rehabilitation	City of Huntington Park	Preserve Existing and Create New Affordable Housing	Priority Housing Needs	HOME: \$200,000
Minor Home Repair	City of Huntington Park	Preserve Existing and Create New Affordable Housing	Priority Housing Needs	CDBG: \$75,000
Southeast Churches Service Center Emergency Food Program	City of Huntington Park	Support Social Service Agencies that Assist Homeless Populations	Priority Homeless needs	CDBG: \$5,000
Salvation Army Southeast Communities Family Services Program	City of Huntington Park	Support Social Service Agencies that Assist Homeless Populations	Priority Homeless needs	CDBG: \$5,000
Huntington Park Senior Program	City of Huntington Park	Support Social Service Agencies that Assist Special Needs Populations	Priority Special Needs	CDBG: \$14,940
Salt Lake Park Splash Pad Project	City of Huntington Park	Preserve Existing Public Facilities	Priority Community Facilities	CDBG: \$150,000
Soccer Field Lighting Project	City of Huntington Park	Preserve Existing Public Facilities	Priority Community Facilities	CDBG: \$100,000
Parks and Recreation After School Program	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$81,060 \$92,356
Huntington Park Library Homework Center	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$10,000 \$15,000
Police Department Leadership Empowerment and Discipline (L.E.A.D) Program	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$15,000

Project Name	Target Area	Goals Supported	Needs Addressed	Funding
Hire HP Youth, Workforce, and Civic Engagement Program	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$5,000
Community Beautification (Graffiti Removal)	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$60,000
Fair Housing Services	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$10,000
Commercial Rehabilitation	City of Huntington Park	Economic Opportunity	Economic Opportunity	CDBG: \$384,173
Business Assistance and Economic Development	City of Huntington Park	Economic Opportunity	Economic Opportunity	CDBG: \$25,000
CDBG Administration	City of Huntington Park	Planning for Housing and Community Development	Other Housing and Community Development Needs	CDBG: \$244,690
HOME Administration	City of Huntington Park	Planning for Housing and Community Development	Other Housing and Community Development Needs	HOME: \$43,215

Table 9 – FY 2015/16 Projects

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The Housing and Homeless Needs Assessment of the Consolidated Plan discusses housing need by income category. Income levels identified are 1) extremely low-income; 2) very low-income, and; 3) low- and moderate-income households. Based on HUD recommendations, general relative priorities for funding will be as follows:

HIGH PRIORITY: Activities to address this need will be funded during the five-year period.

MEDIUM PRIORITY: If funds are available, activities to address this need may be funded by the City during the five-year period. The City may also use other sources of funds and take actions to locate other sources of funds.

LOW PRIORITY: It is not likely the City will fund activities to address this need during the five-year period.

The highest priority has been assigned to the needs of the lowest income residents, based on the assumption that in this high cost real estate market, they are at greater risk of displacement, homelessness or other serious housing situations due to limited financial resources and other limitations they may face.

The Consolidated Plan identifies several obstacles in meeting underserved needs, including the high and sustained demand for public services, as well as the shortage of funding to address the community's needs.

AP-38 Projects Summary

Project Summary Information

1	Project Name	Code Enforcement
	Target Area	City of Huntington Park
	Goals Supported	Sustain and Strengthen Neighborhoods
	Needs Addressed	Priority Housing Needs
	Funding	CDBG: \$330,000
	Description	This program provides for property inspections near CDBG funded activities, target areas, and in census tracts having a predominance of low and moderate-income residents. This project also funds the Neighborhood Improvement Program, which focuses on improving the physical appearance of the City, promoting neighborhood improvement projects, and community empowerment. The implementing agency is the City Police Department.
	Target Date	
	Location Description	Citywide.
	Planned Activities	Same as description.
2	Project Name	Tenant-Based Rental Assistance
	Target Area	City of Huntington Park
	Goals Supported	Preserve Existing and Create New Affordable Housing
	Needs Addressed	Priority Housing Needs
	Funding	HOME: \$90,000
	Description	The City has entered into a subrecipient agreement with a nonprofit agency to operate a city-wide Tenant-Based Rental Assistance Program using tenant selection policies and criteria consistent with the City's Consolidated Plan.
	Target Date	
	Location Description	Citywide.
	Planned Activities	Same as in description.

3	Project Name	Acquisition / Rehabilitation / New Construction
	Target Area	City of Huntington Park
	Goals Supported	Preserve Existing and Create New Affordable Housing
	Needs Addressed	Priority Housing Needs
	Funding	HOME: \$599,558
	Description	HOME funds will be used to gap finance an affordable housing project at a location yet to be determined. The implementing agency is the City's Community Development Department.
	Target Date	
	Location Description	To be determined.
	Planned Activities	Same as in description.
4	Project Name	Residential Rehabilitation
	Target Area	City of Huntington Park
	Goals Supported	Preserve Existing and Create New Affordable Housing
	Needs Addressed	Priority Housing Needs
	Funding	HOME: \$200,000
	Description	This program provides financial assistance to owners of single-family homes (one to four units) and rental properties for rehabilitation improvements. Loans of up to \$50,000 are provided to qualified low and moderate income households, with a forgivable component of up to \$25,000 for repairs that correct health and safety violations. The implementing agency is the City's Community Development Department.
	Target Date	
	Location Description	Various
	Planned Activities	Same as in description.

5	Project Name	Minor Home Repair
	Target Area	City of Huntington Park
	Goals Supported	Preserve Existing and Create New Affordable Housing
	Needs Addressed	Priority Housing Needs
	Funding	CDBG: \$75,000
	Description	The program provides on a citywide basis free exterior minor home repairs, energy conversation activities, security and safety improvements, exterior refurbishing and painting to eligible low and moderate-income households. The program offers a grant of up to \$5,000 to the homeowner for labor and materials and minor repairs to the property.
	Target Date	
	Location Description	Various
	Planned Activities	Same as description.
6	Project Name	Southeast Churches Service Center
	Target Area	City of Huntington Park
	Goals Supported	Support social service agencies that assist homeless populations
	Needs Addressed	Priority Homeless Needs
	Funding	CDBG: \$5,000
	Description	This program provides a delivery system of essential food products to low and moderate income persons via grocery bags to homeless and at-risk of becoming homeless persons.
	Target Date	
	Location Description	2780 Gage Avenue, Huntington Park CA 90255
	Planned Activities	Same as description.

7	Project Name	Salvation Army Southeast Communities/Family Services Program
	Target Area	City of Huntington Park
	Goals Supported	Support social service agencies that assist homeless populations
	Needs Addressed	Priority Homeless Needs
	Funding	CDBG: \$5,000
	Description	This program provides services to the homeless, those at risk of being homeless and low-income families/persons through the provision of various activities including emergency food service for families, senior food bags, showers, clothing and furniture vouchers, emergency motel vouchers and bus tokens.
	Target Date	
	Location Description	2965 Gage Avenue, Huntington Park CA 90255
	Planned Activities	Same as description.
8	Project Name	Huntington Park Senior Program
6	Target Area	City of Huntington Park
	Goals Supported	Support social service agencies that assist special needs populations
	Needs Addressed	Priority Special Needs Populations
	Funding	CDBG: \$14,940
	Description	The HP Senior Program promotes the benefits of leading a healthier lifestyle among older adults through educational workshops, coordinated physical activities, excursions and other recreation-based events and activities.
	Target Date	
	Location Description	Huntington Park Community Center 3401 East Florence Avenue, Huntington Park CA 90255
	Planned Activities	Same as description.

9	Project Name	Salt Lake Park Splash Pad Project
7	Target Area	City of Huntington Park
	Goals Supported	Preserve Existing Public Facilities
	Needs Addressed	Priority Community Facilities
	Funding	CDBG: \$150,000
	Description	The development of the Salt Lake Park Splash Pad project addresses the recreational needs identified by community residents during the 2008 Parks and Recreation Master Plan process and subsequent park planning meetings. The construction of this water play facility will responsibly consider the state of California's limited water resources and will feature an eco-friendly water filtration system. Low-income families residing in Huntington Park and the surrounding cities of southeast Los Angeles County, will therefore enjoy and benefit from an amenity that will be built with full consideration to future generations.
	Target Date	
	Location	Salt Lake Park
	Description	3401 East Florence Avenue, Huntington Park CA 90255
	Planned Activities	Same as description.
10	Project Name	Soccer Field Lighting Project
8	Target Area	City of Huntington Park
	Goals Supported	Preserve Existing Public Facilities
	Needs Addressed	Priority Community Facilities
	Funding	CDBG: \$100,000
	Description	The Huntington Park Department of Parks and Recreation requests CDBG funding to install an energy efficient lighting system on the Kevin De Leon Soccer Field. The lighting system forms part of a larger development effort, which includes the construction of a synthetic turf soccer field and a walking/running trail at Salt Lake Park. Both the soccer field and trail were identified among the top 5 outdoor amenities most desired by Huntington Park residents, per the 2008 Parks and Recreation Master Plan. The new lighting system will serve to augment the City's service delivery to low-income families as it relates to soccer play, by increasing the hours of operation of the field during the months when school-aged children are on summer vacation.
	Target Date	
	Location	Salt Lake Park
	Description	3401 East Florence Avenue, Huntington Park CA 90255
	Planned Activities	Same as description.

11	Project Name	Park and Recreation After School Program
9	Target Area	City of Huntington Park
	Goals Supported	Provide Needed Community Services to Low/Mod Persons
	Needs Addressed	Priority Community Services
	Funding	CDBG: \$81,060 \$92,356
	Description	This program provides after school supervision at City parks and offers a variety of recreational activities such as sports, a nutrition program, arts and crafts, field trips, and homework assistance. The program serves to improve the safety of the parks for all users, and helps deter crime, vandalism, graffiti and drug use among youth by offering positive alternatives. The Program is offered at the following locations: Freedom Park, Robert Keller Park, Huntington Park Community Center, and Raul R. Perez Memorial Park.
	Target Date	
	Location Description	Various Locations
	Planned Activities	Same as description.
12	Project Name	Huntington Park Library Homework Center
10	Target Area	City of Huntington Park
	Goals Supported	Provide Needed Community Services to Low/Mod Persons
	Needs Addressed	Priority Community Services
	Funding	CDBG: \$10,000 \$15,000
	Description	The Center benefits the children of the Huntington Park community by providing a quiet environment where learning and completion of school assignments are encouraged and promoted. Students in grades one through eight may drop in during established hours to receive supervised guidance and assistance in homework related areas, as well as access to online educational resources.
	Target Date	
	Location Description	Huntington Park Library 6518 Miles Avenue, Huntington Park, CA 90255
	Planned Activities	Same as description.

13	Project	Police Department Leadership Empowerment and Discipline (L.E.A.D.) Program (formerly
11	Name	Juveniles At Risk, or "JAR" Program)
	Target Area	City of Huntington Park
	Goals	Provide Needed Community Services to Low/Mod Persons
	Supported	
	Needs	Priority Community Services
	Addressed	
	Funding	CDBG: \$15,000
	Description	This is a 20-week program with a one-week military style "boot camp" for youth ranging from 12-15 years of age, emphasizing physical fitness and individual monitoring to develop family values by improving bonds between parents and children.
	Target	
	Date	
	Location	City of Huntington Park, Police Department
	Description	6542 Miles Avenue, Huntington Park, CA 90255
	Planned	Same as description.
	Activities	
14	Project	Hire HP Youth, Workforce, and Civic Engagement Program
12	Name	
	Target Area	City of Huntington Park
	Goals	Provide Needed Community Services to Low/Mod Persons
	Supported	
	Needs	Priority Community Services
	Addressed	
	Funding	CDBG: \$5,000
	Description	The Hire Huntington Park Youth, Workforce, and Civic Engagement Pilot Program is designed as a 7-week internship program targeting local Huntington Park high school juniors and seniors, as well as freshman college students. The program will provide support for local youth by building their workforce readiness skills and experience with local businesses and City departments. Interns will end their summer experience by attending a UCLA Unicamp whereby youth participants will participate in a one-week wilderness camping team building experience. Overall, the program provides tutoring, literacy, employment preparation, supportive services, and leadership development.
	Target	
	Date	
	Location	Citywide.
	Description	
	Planned	Same as Description.
	Activities	

14 13	Project Name	Community Beautification / Graffiti Removal
	Target Area	City of Huntington Park
	Goals Supported	Provide Needed Community Services to Low/Mod Persons
	Needs Addressed	Priority Community Services
	Funding	CDBG: \$60,000
	Description	This program provides contracted services to remove graffiti throughout the City, including all streets, public sidewalks, and public and private buildings. All residents of Huntington Park receive improved access to this public service for the purpose of creating a suitable living environment.
	Target Date	
	Location	Citywide.
	Description	
	Planned Activities	Same as Description.
15 14	Project Name	Fair Housing Services
	Target Area	City of Huntington Park
	Goals Supported	Provide Needed Community Services to Low/Mod Persons
	Needs Addressed	Priority Community Services
	Funding	CDBG: \$10,000
	Description	The City funds the Fair Housing Foundation to affirmatively further fair housing by providing fair housing related services, including housing discrimination counseling and investigative services, landlord-tenant housing dispute resolution services and education and outreach services. The FY 2014-15 objective is to provide fair housing and tenant/landlord services to 526 Huntington Park residents.
	Target Date	
	Location	Citywide
	Description	
	Planned Activities	Same as description.

16	Project Name	Commercial Rehabilitation
15	Target Area	City of Huntington Park
	Goals Supported	Economic Opportunity
	Needs Addressed	Economic Opportunity
	Funding	CDBG: \$384,173
	Description	The program provides up to \$50,000 in rehabilitation assistance to commercial properties for facade and other exterior improvements, to improve handicap accessibility, and to correct code violations. The program also funds project delivery costs related to commercial rehabilitation projects, such as a portion of one staff position, labor compliance consulting fees and architectural consulting fees.
	Target Date	
	Location	Various locations
	Description	
	Planned Activities	Same as description.
17	Project Name	Business Assistance and Economic Development
16	Target Area	City of Huntington Park
	Goals Supported	Economic Opportunity
	Needs Addressed	Economic Opportunity
	Funding	CDBG: \$25,000
	Description	The City's business assistance and economic development program, to be administered by the Hub Cities Consortium via a subrecipient agreement with the City of Huntington Park, will outreach to businesses in the city. The program, called the Huntington Park Business Assessment and Economic Development Program, will offer services including: free Labor Market Survey Analysis (LMSA); Business Needs Analyses (BNA); employment/job training; and job placement. The goal of Hub Cities Consortium is to offer valuable resources, expertise, and business assistance tools to the business community. The Program will provide technical support, business resources and referrals to Huntington Park businesses citywide. CDBG funding serves to increase economic development activities by increasing business retention and attraction services such as providing business and financial planning assistance to new and existing businesses and serving as a local resource center. Funds will be used to host workshops and seminars with industry experts to help persons grow their business in Huntington Park.
	Target Date	
	Location	Community Development Department
	Description	6550 Miles Avenue, Huntington Park CA 90255
	Planned Activities	Same as description.

18	Project Name	CDBG Administration
17	Target Area	City of Huntington Park
	Goals Supported	Planning for Housing and Community Development
	Needs Addressed	Other Housing and Community Development Needs
	Funding	CDBG: \$244,690
	Description	This program provides for the overall development, financial management, coordination and monitoring of the CDBG program, HUD communication, public participation, as well as planning and urban environmental design and studies. The implementing agency is the City Community Development Department.
	Target Date	
	Location	Community Development Department
	Description	6550 Miles Avenue, Huntington Park CA 90255
	Planned Activities	Same as description.
19	Project Name	HOME Administration
18	Target Area	City of Huntington Park
	Goals Supported	Planning for Housing and Community Development
	Needs Addressed	Other Housing and Community Development Needs
	Funding	HOME: \$43,215
	Description	Funds provide for the overall development, management, coordination and monitoring of the HOME program as implemented by the Community Development Department.
	Target Date	
	Location	Community Development Department
	Description	6550 Miles Avenue, Huntington Park CA 90255
	Planned Activities	Same as description.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City utilizes CDBG and HOME funds for projects and programs operated citywide. However, the majority of CDBG-funded facility projects are targeted to the most-needy neighborhoods: those census tracts where 51% or more of the residents are low- or moderate-income. Of Huntington Park's twenty census tracts, seventeen are majority (>50%) low/mod income, and are thus designated "low/mod" tracts by HUD. Census tract 5326.03, block group 1, census tract 5335.03, block group 2, and census tract 5345.01, block group 1 are <50% low/mod and thus do not qualify as a low/mod tract per HUD guidelines. Subtracting the population in these three non-qualifying block groups (2,925) from the city's total population of 61,235 residents results in a balance of 58,310 low/mod residents.

The City's Neighborhood Improvement, Code Enforcement, and Graffiti Removal programs are provided on a citywide basis and are funded in part through the City's General Fund for the three census block groups in the City that are not designated low-moderate income areas. All other activities funded as part of this Consolidated Plan are offered on a citywide basis to low and moderate-income Huntington Park residents, except for HOME-funded Housing Development activities and the CDBG-assisted Commercial Rehabilitation Program in the downtown. The City's rationale for implementing activities on a citywide basis, rather than geographically targeting certain neighborhoods is as follows:

- 95% of Huntington Park's population falls within a designated low/mod area; and
- Huntington Park faces significant needs for neighborhood improvement, code enforcement, residential rehabilitation and other community improvements throughout the City.

Figure 1 depicts the geographic location of CDBG and HOME-funded activities to be undertaken in 2015/16, as well as low and moderate income areas throughout the City.

2015/16 Proposed Projects Map

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Based on the CHAS tables provided by HUD (extrapolated from 2007-2011 ACS data), the following summarizes two key housing problems in Huntington Park:

- **Renter Cost Burden:** Among Huntington Park's approximately 9,325 low and moderate income (<80% AMI) renter households, 5,998 (64%) face a cost burden of spending greater than 30% of income on rent. Over one-third of the City's low and moderate income renters face a severe cost burden, with 3,104 spending more than 50% of income on rent. As depicted in Figure 4, high levels of severe renter overpayment are located in neighborhoods throughout the City, and generally correspond to areas with high levels of poverty, senior households, and renter overcrowding.
- **Household overcrowding:** Defined as greater than one person per room, household overcrowding has decreased from 63% of all renters in 2000 to 48% a decade later (as documented by the 2007-2011 ACS). Severe overcrowding (greater than 1.5 persons per room) impacts 27% of renters in the City. Figure 5 depicts several neighborhoods with concentrations of severe renter overcrowding (over 45%): north of Florence immediately east of Santa Fe; the neighborhood on either side of State bound by Gage and Saturn; both sides of Pacific bound by Randolph and Slauson; and the northernmost portion of the city directly to the east of Santa Fe.

For homeless persons or persons at-risk of becoming homeless, the most significant problem is the lack of affordable rental housing. This problem has been compounded by decreases in funding available through Section 8 and HOME, and the loss of Redevelopment Housing funds. For chronically homeless persons and transitional age youth, there is an insufficient inventory of transitional housing and permanent housing with supportive services designed to meet the specific needs of these populations who often struggle with physical and mental health problems in addition to substance abuse issues.

In addition to the lack of affordable rental housing, the City's Consolidated Plan recognizes the need for owner and renter rehabilitation. The age of a community's housing stock can provide an indicator of overall housing conditions. Typically housing over 30 years in age is likely to need rehabilitation work to major elements of the structure, such as roofing, siding, plumbing and electrical systems. As a mature community, the majority of Huntington Park's housing stock consists of units older than 30 years of age. Among owner-occupied housing, 78% of units were constructed prior to 1980. Similarly, a substantial proportion of Huntington Park's rental housing is greater than 30 years in age (83%); this housing typically suffers more wear-and-tear from tenants than owner-occupied housing. Additionally, an estimated 15% of the City's housing is in substandard condition (2,300 units). The biggest contributors to substandard housing are the City's aging housing stock, household overcrowding, and absentee landlords.

One Year Goals for the Number of Households to be Supported	
Homeless	
Non-Homeless	
Special-Needs	23
Total	23

Table 10 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	17
The Production of New Units	
Rehab of Existing Units	6
Acquisition of Existing Units	
Total	23

Table 11 - One Year Goals for Affordable Housing by Support Type

Discussion

The City is proposing to use HOME funds to continue the operation of a tenant-based rental assistance program targeted to Huntington Park seniors. Also, the City will implement a residential rehabilitation program to address the substandard issues described above. The City will also pursue an affordable housing project with a local Community Housing Development Organization (CHDO). The City will extend gap financing to acquire and support construction of affordable permanent rental housing, likely to be made available to transition aged youth (TAY). While a location is yet to be determined, the City will attempt to address the two key problems described above: 1) renter cost burden; and 2) household overcrowding.

AP-60 Public Housing – 91.220(h)

Huntington Park's Housing Assistance Voucher (formerly Section 8) rental assistance program is administered by the Los Angeles County Housing Authority (HACoLA). HACoLA's Housing Assistance Voucher program currently assists approximately 23,000 families through a partnership with over 13,000 property owners throughout the County. Within Huntington Park, HACoLA administers 458 tenant-based vouchers for low income households (November 2014). There is no public housing within Huntington Park. The inventory of 557 units of assisted rental housing in Huntington Park, and units at risk of conversion to market rate, is discussed in the Consolidated Plan, section MA-10.

Actions planned during the next year to address the needs to public housing

Not applicable.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

The Los Angeles Homeless Services Authority (LAHSA) coordinates the biennial Greater Los Angeles Homeless Count for the Los Angeles County/City Continuum of Care (LA CoC) as part of the national effort required by HUD to enumerate the homeless population. For purposes of reporting homeless count data to HUD, all Continua of Care use a “literal homeless” definition: “Men, women, and children who are:

- Sleeping in places not meant for human habitation, including on the street, in parks, along rivers, in backyards, unconverted garages, cars and vans, along freeways or under overpasses, and the like; or
- Sleeping in emergency shelters, safe havens, or transitional housing programs and were homeless upon entry to the program.”

LAHSA’s 2013 “point in time” count enumerated 58,423 homeless individuals in the County, reflecting a 16% increase from the 2011 count. Specifically for the Los Angeles CoC (LA CoC excludes the cities of Glendale, Pasadena and Long Beach), LAHSA reports a population of 53,798 homeless individuals, up by over 8,000 persons since 2011. Of this number, 12,934 are sheltered, 22,590 are unsheltered, and 18,274 are “hidden homeless,” meaning homeless persons who would not have been seen in the street or shelter count.

Table 12 – Changes in Homeless Population in LA CoC (Including Hidden Homeless) 2011-2013

	Sheltered Homeless		Unsheltered Homeless		Hidden Homeless		Total	
	#	%	#	%	#	%	#	% of County
2011	16,882	37%	17,740	39%	10,800	24%	45,422	
2013	12,934	24%	22,590	42%	18,274	34%	53,798	93%
Changes	-3,948	-23%	+4,850	27%	+7,474	69%	+8,376	18%

Data Source: 2013 Greater Los Angeles Homeless Count Report, January 2014

Furthermore, 46,303 are single adults, 6,678 are families with children, and 817 are unaccompanied youth. Over 70 percent of the total number of homeless persons were male. Finally, shelter counts fell 23% since 2011: emergency shelters fell over 34 percent from 9,855 in 2011 to 6,468 in 2013; transitional shelters fell almost 8 percent from 6,982 in 2011 to 6,445 in 2013; and safe haven shelters decreased over 50 percent from 45 in 2011 to 21 in 2013.

Table 13 – Changes in LA CoC Homeless Population, 2011-2013

	Single Adults		Family Members		Unaccompanied Youth		Total	
	#	%	#	%	#	%	#	%
2011	35,838	79%	9,218	20%	366	1%	45,422	100%
2013	46,303	86%	6,678	12%	817	2%	53,798	100%
Changes	+10,465	+29%	-2,540	-28%	+451	+123%	+8,376	18%

Data Source: 2013 Greater Los Angeles Homeless Count Report, January 2014

Table 14 – Changes in LA CoC Shelter Counts, 2011-2013

	Emergency Shelters		Transitional Shelters		Safe Haven Shelters		Total	
	#	%	#	%	#	%	#	%
2011	9,855	58%	6,982	41%	45	.3%	16,882	100%
2013	6,468	50%	6,445	50%	21	.2%	12,934	100%
Changes	-3,387	-34%	-537	-8%	-24	-53%	-3,948	-23%

Data Source: 2013 Greater Los Angeles Homeless Count Report, January 2014

According to LAHSA, the increase in the homeless population over just the last few years can be attributed to a continuing, persistent recession; loss of critical resources under the American Recovery and Reinvestment Act; a lack of affordable housing options for low income households and increasing rental rates; prison realignment which released prisoners without adequate funding and coordination of services and housing options; less Federal McKinney-Vento funding because of the new use of CDBG funding formulas; and in-migration of homeless persons to Los Angeles County.

While the homeless counts display an increase from 2011 to 2013 in the LA CoC as a whole, certain smaller geographic areas show differing trends. To explain, LAHSA has further divided the County into eight geographic areas designated as Service Planning Areas (SPA's) to provide better local control and planning efforts. The East Los Angeles Service Planning Area (SPA 7) which includes the city of Huntington Park, had a total homeless population of 2,430 persons, down 24 percent from 3,208 persons in 2011 (excludes hidden homeless). Of this population, 78 percent (1,901) are single adults, 21 percent (499) are family members, and 1 percent (30) are unaccompanied youth. Additionally, 37 percent (897) are sheltered, and 63 percent (1,533) are unsheltered. The 2013 shelter counts for SPA 7 include the following:

- Emergency Shelters: 151 beds, 111 units
- Transitional Housing: 679 beds, 517 units
- Permanent Supportive Housing: 924 beds, 361 units
- Winter Shelter Program: 64 beds, 64 units

Included in the Permanent Supportive Housing count is Huntington Park's Mosaic Gardens at Huntington Park project which includes 34 beds in 23 units. The project was developed by LINC Housing with the assistance of Federal HOME dollars from the City of Huntington Park.

Huntington Park's homeless population is estimated to range between 30-50 persons. City Code Enforcement staff indicate there are approximately 30 chronic homeless in the City, consisting predominately of single men. According to City staff, a large majority of the City's homeless are chronic substance abusers, have been homeless for several years and are more service resistant than those who have only been homeless for a short period of time. While staff reports no "visible" homeless families, the City is the only jurisdiction in the immediate area that allows overnight street parking, and as a result temporarily homeless individuals and families from the greater area come to Huntington Park to sleep in their cars overnight.

Despite Huntington Park's relatively limited homeless population given the City's size, a much larger segment of the community is at risk of becoming homeless. Over one-quarter of the City's residents live below the poverty line, with 44 percent of female-headed households with children in poverty, placing them at particular risk of homelessness. Another at-risk group includes the approximately 450 households in Huntington Park receiving Section 8 vouchers. While many of the aforementioned households are not living in shelters or on the street, many face problems of overcrowding and overpayment in an effort to afford housing. Others may live with friends or relatives or in substandard units such as converted garages.

Rising rents in Huntington Park have placed many lower-income persons at greater risk of homelessness. In particular, family households and single mothers are vulnerable due to the high costs associated with childcare. Rent increases have also hurt those with low-wage jobs. A lack of available Section 8 vouchers as well as a decline in apartment owners willing to accept these vouchers also places households at risk.

Almost all service agencies cited a need for more affordable housing in Huntington Park. Affordable housing for special needs groups such as large families and single mothers with children was seen as critical to alleviating overcrowding and preventing homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Huntington Park does not administer a homeless prevention program; however, two CDBG supported local homeless providers, the Southeast Churches Service Center and the Salvation Army Southeast Communities, both provide a referral service and transportation to the nearby Salvation Army Bell Shelter in the city of Bell. The Bell Shelter assesses the individual needs of homeless persons including case management, supportive and transitional housing, individual or group counseling, a drug and alcohol program, job search assistance, homeless veteran's reintegration, adult education, and a mobile medical clinic.

Addressing the emergency shelter and transitional housing needs of homeless persons

Huntington Park addresses the emergency and transitional needs of the homeless and other persons needing shelter by actively participating in programs administered by public and quasi-public agencies. While no emergency shelters are located in Huntington Park, a 340 bed regional shelter is located in the adjacent city of Bell. The Bell Shelter, operated by the Salvation Army, provides emergency and transitional care for up to 340 homeless adults, including 154 in the shelter, 128 in the drug and alcohol program, and 49 in longer-term transitional housing. In addition to a place to stay, the Bell Shelter provides case management; substance abuse rehabilitation; counseling; on-site health care and medical referrals; computer training, job training and job search program; veterans' reintegration program; and life skills classes. On-site

adult education classes are offered through the LA Unified School District, which can lead to various vocational certificates. ESL classes are also offered. Bell Shelter collaborated with the County of Los Angeles Department of Mental Health and the Veterans Administration to provide a new, 76,000-foot renovated shelter, targeting homeless, mentally ill, veterans and persons seeking alcohol and drug recovery.

The City's Zoning Code currently allows transitional housing and emergency shelter to be located within its City limits. To further these uses, the City revised its Zoning Code in 2009 to identify emergency shelters as a permitted use in the MPD zone, and transitional and supportive housing as permitted uses within residential zoning districts.

Huntington Park also responds to the emergency needs of the homeless and other persons needing emergency shelter by participating in programs administered by homeless service agencies. The City supports the motel voucher program administered by the local Salvation Army and the Southeast Churches Service Center in Huntington Park. Both organizations will continue to provide transportation assistance to those individuals who wish to go to the Bell regional shelter, or other shelters in neighboring communities.

Lastly, Huntington Park used local HOME funds to develop a transitional housing project, Mosaic Gardens, on Middleton Street in Huntington Park. Partnering with LINC Housing, the City restored and renovated the building to serve as a home for limited-income families and transition age youth (TAY), ages 18-24, who also receive services from the Los Angeles County Department of Mental Health (LACDMH). The former 55 motel rooms were converted into 24 apartments to provide each family a space of their own. The location provides easy access to transportation, grocery stores, and job opportunities. The project also boasts a large community courtyard with a tot lot and barbeques for residents to enjoy. A community room, private counseling rooms, and computers provide space for social activities and services that will support residents at Mosaic Gardens at Huntington Park.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In an ongoing effort to continue to address the needs of the homeless and those at risk of homelessness, the City will include a greater focus on the development of sustainable and effective programming, which will consist of: applying for short and long-term available funding; partnerships with experienced service providers capable of leveraging other funding; the ability to create or secure affordable housing; perform homeless case management; and engage the homeless through a street outreach component in order to connect them to available

services. The City's goal is to expand on current homeless programs and activities with a greater emphasis on homeless veterans and families to assist with their successful transition toward self-sufficiency.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Huntington Park will continue to contract with a fair housing provider to provide a wide range of fair housing services to ensure equal housing opportunities for its residents.

Homeless individuals or families and those at-risk of homelessness have the opportunity to get connected to supportive services, treatments, public resources and support groups through the Salvation Army and Southeast Churches Service Center (SCSC). The City supports both of these organizations through CDBG funds.

Lastly, lower income households overpaying for housing are likely to be at risk of becoming homeless upon loss of employment. The City will continue to coordinate with the Los Angeles County Housing Authority to provide Section 8 rental assistance to homeless individuals and families as well as those at risk of becoming homeless.

AP-75 Barriers to affordable housing – 91.220(j)

Huntington Park has a strong history of supporting affordable housing. The City has adopted numerous provisions in its Zoning Ordinance that facilitate a range of residential development types and encourage affordable housing, including flexible development standards for affordable housing, a density bonus ordinance, and reasonable accommodation procedures for persons with disabilities. In addition, the City and its former Redevelopment Agency have provided direct financial assistance to support affordable and mixed income housing projects. The loss of Redevelopment Housing Funds, combined with reductions in federal HOME funds, will, however, dampen the level of future affordable housing production in the City.

In addition to funding constraints, the primary barrier to the provision of affordable housing in Huntington Park is the lack of vacant land suitable for residential development. Separate owners of smaller parcels hold much of the underdeveloped and residentially zoned land in the City. This calls for alternative policy tools such as lot consolidation and/or demolition of existing older structures to accommodate higher density infill development.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City firmly believes that its policies and current practices do not create barriers to affordable housing. In January 2015, the City updated its Analysis of Impediments to Fair Housing Choice in which it reviewed various City policies and regulations, and has determined that none of these is an impediment to housing. The City will continue to review any new policies and procedures to ensure they do not serve as an actual constraint to development.

The State Department of Housing and Community Development, in their review of Huntington Park's 2008-2014 Housing Element, determined the City's land use controls, building codes, fees and other local programs intended to improve the overall quality of housing do not serve as a development constraint. Furthermore, the City's Housing Element sets forth the following programs as a means of continuing to facilitate the production of affordable housing:

- Affordable Housing Development Assistance
- Homeownership Assistance
- Affordable Housing Incentives Ordinance
- Modified Standards for Affordable and Special Needs Housing
- Provision of Sites in the CBD and Affordable Housing Overlay Districts
- By-Right Zoning Provisions for Emergency Shelters, Transitional Housing, Supportive Housing and Second Units

To specifically address the removal of barriers for persons with disabilities, Huntington Park recently adopted a Reasonable Accommodation Ordinance. The Ordinance clearly sets forth the

procedures under which a disabled person may request a reasonable accommodation in application of the City's land use and zoning regulations. Such a request may include a modification or exception to the requirements for siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers. Reasonable accommodation requests may be approved administratively the Community Development Director, eliminating the requirement for the disabled applicant to undergo a zoning variance.

AP-85 Other Actions – 91.220(k)

Actions planned to address obstacles to meeting underserved needs

The City of Huntington Park has identified long-range strategies, activities and funding sources to implement the goals in the areas of housing and community development services for the benefit of the residents.

- The City will continue to seek other resources and funding sources to address the biggest obstacle to meeting the community's underserved needs, which is the lack of funding and/or inadequate funding.
- The City will look for innovative and creative ways to make its delivery systems more comprehensive and will continue existing partnerships with both for-profit and not-for-profit organizations.
- The City has restructured its use of HOME funds to concentrate on both affordable rental housing and homeowner rehabilitation programs.
- The City is currently addressing certain housing needs with federal funds such as availability, condition, and fair housing practices to prevent homelessness.
- The City is also addressing community development needs with federal funds such as infrastructure, improving public facilities and code enforcement.

Actions planned to foster and maintain affordable housing

The City's Consolidated Plan has identified the preservation of existing, and the creation of new, affordable housing as a priority need during the 2015/16 – 2019/20 timeframe. During FY 2015-16, the City proposes to use HOME funds on an affordable housing project which will be made available to low and moderate income households at restricted rents. While a site for an affordable housing project is yet to be determined, the City will endeavor to alleviate household overcrowding and renter cost burden, while at the same time, addressing the fundamental need for affordable housing for those at-risk of being homeless, three of the main housing issues described in the Consolidated Plan.

In past years, the City has provided funding support to local public service agencies such as the Salvation Army and Southeast Churches Service Center to that address the service needs of the homeless and those at risk of becoming homeless. However, continued reductions in the City's CDBG entitlement, has resulted in the cutback of funding the Salvation Army in recent years. The City hopes to reinstate funding support in the future should CDBG entitlement amounts increase.

The City has also provided tenant based rental assistance to seniors in Huntington Park to help maintain their housing at affordable levels. The TBRA program ended in mid-2015.

Actions planned to reduce lead-based paint hazards

As a means of better protecting children and families against lead poisoning, in 1999 HUD instituted revised lead-based paint regulations focused around the following five activities:

- Notification
- Lead Hazard Evaluation
- Lead Hazard Reduction
- Ongoing Maintenance
- Response to Children with Environmental Intervention Blood Lead Level

The City has implemented HUD Lead Based Paint Regulations (Title X), which requires federally funded rehabilitation projects to address lead hazards. Lead-based paint abatement is part of the City's Residential Rehabilitation Program and the Acquisition/Rehabilitation of Affordable Rental Housing Program. Units within rental housing projects selected for rehabilitation are tested if not statutorily exempt. Elimination or encapsulation remedies are implemented if lead is detected, and is paid for through CDBG or HOME funds, as appropriate.

The Community Development Department coordinates the City's efforts to reduce lead-based paint hazards pursuant to HUD Lead Based Paint Regulations (Title X) . To reduce lead in existing housing, all rehabilitation and minor home repair projects funded with CDBG and HOME are tested for lead and asbestos. When a lead-hazard is present, a lead consultant is hired to provide abatement or implementation of interim controls.

The City will also coordinate with the L.A. County Childhood Lead Prevention Program (CCLPP). CCLPP is responsible for enforcement of L.A. County's Lead Abatement Ordinance, including inspection, regulations and consultation. The CCLPP provides the City with the address of any household where there is evidence of lead poisoning or elevated blood levels in children or any other evidence of lead from a physical inspection of a property. The City will contact the property owner and offer financial aid to assist in the abatement of the hazard. The City will provide lead hazard education and outreach through its newsletter and at other information distribution outlets (e.g., City Hall, Parks and Recreation, and the Library).

In 2009, the City was awarded a \$1.57 million HUD Lead Based Paint Hazard Control Grant, allowing significant expansion of its lead prevention and abatement activities. The grant enabled the City to identify and remediate lead hazards in 90 units occupied by lower income families with children, and educate the community about lead poisoning prevention, healthy homes and integrated pest management. The City is currently reapplying for the same grant to continue efforts to remove lead in the city's housing stock.

Lastly, the City's Minor Home Repair program can provide weatherization services, and as needed exterior paint, and perform healthy home interventions focusing on repairs for integrated pest

management, moisture problems, smoke alarms, and correction or replacement of faulty appliances.

Actions planned to reduce the number of poverty-level families

The 2007-2011 American Community Survey reported that one-fourth of City residents had incomes below the poverty level. Of greatest concern is an increase in the number of individuals and families becoming homeless or at risk of becoming homeless due to poor economic conditions. Major factors affecting the increase in poverty are unemployment and underemployment and climbing costs, especially of safety-net expenditures like insurance and health care.

Based on the Consolidated Plan's Needs Assessment and available resources for program year 2015-16, the City will allocate available resources (CDBG and HOME) to support public service programs for the benefit of low to moderate-income residents. The City will also expand and create new partnerships with service providers and community based organizations to provide community enrichment programming, affordable housing, case management services, and the development of life skills and self-sufficiency. These actions will be achieved by:

- Creating new affordable housing by leveraging limited funding resources with private, federal, and state governmental subsidies and grants.
- Allocating 15 percent of CDBG entitlement funds for public services to increase family stability for lower income households.
- Enhancing employment opportunities for all residents and promoting self-sufficiency. This includes creating job opportunities, additional tax revenue, new investment opportunities and overall community improvement to Huntington Park residents by supporting existing businesses and bringing additional economic investment to the City.

Additionally, the City encourages the efforts of social service providers, government, housing providers/developers and the private sector to provide services and development programs that enhance job opportunities for Huntington Park residents, particularly low-income persons.

The City will fully comply with Section 3 of the Housing and Community Development Act, which helps foster local economic development and individual self-sufficiency. This set of regulations require that to the greatest extent feasible, the City will provide job training, employment, and contracting opportunities for low or very low-income residents in connection with housing and public construction projects.

Actions planned to develop institutional structure

As the recipient of CDBG and HOME funds, the City has delegated the Community Development Department to be the lead department responsible for the overall administration of HUD grants. In that regard, the Department will prepare the Consolidated Plan and Analysis of Impediments

to Fair Housing Choice every five years, draft the Annual Action Plan and CAPER, as well as all other reports required by federal rules and regulations.

The City will work with non-profit agencies, for-profit developers, advocacy groups, clubs, and organizations, neighborhood leadership groups, City departments and with the private sector to implement the City's five-year strategy to address the priority needs outlined in the Consolidated Plan for Fiscal Years 2015/2016 – 2019/2020. Engaging the community and stakeholders in the delivery of services and programs for the benefit of low to moderate residents will be vital in overcoming gaps in service delivery. The City will also utilize public notices, Community Workshops and Meetings (as appropriate), the City's website, and other forms of media to deliver information on carrying out the Consolidated Plan strategies.

Actions planned to enhance coordination between public and private housing and social service agencies

In an ongoing effort to bridge the gap of various programs and activities, the City has developed partnerships and collaborations with local service providers and City departments that have been instrumental in meeting the needs and demands of the homeless, low income individuals and families, and other special needs. Over the years, the City has expanded partnerships and created new ones along the way. The array of partners includes, but are not limited to: The Huntington Park Police, Parks and Recreation, and Public Works Departments; Oldtimers Housing Development Corporation; Southeast Churches Service Center, Los Angeles Legal Center; the Salvation Army; the YMCA; and the Los Angeles Homeless Services Authority (LAHSA) (Los Angeles County Continuum of Care). During FY 2015-16, the City will continue to develop these partnerships.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

The City of Huntington Park participates in HUD's CDBG Program that is used for creating decent affordable housing, suitable living environments, and economic opportunities. The new program year (2015-16) will begin on July 1, 2015. The FY 2015-16 CDBG allocation is \$1,273,451.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	The City's program income for FY 2015-16 has been programmed.
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	The City does not participate in a Section 108 Loan Guarantee Program.
3. The amount of surplus funds from urban renewal settlements	The City does not receive any urban renewal settlement funds.
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	At this time, there have been no additional grant funds returned to the line of credit for new activities or programs.
5. The amount of income from float-funded activities	The City's CDBG Program does not receive income from float-funded activities.
Total Program Income	Total Program Income anticipated in FY 2015-16 is \$0.

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low to moderate income.	80%

The City's CDBG Program will not have activities to fund in FY 2015-16 under Urgent Needs.

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

The City of Huntington Park participates in HUD’s HOME Program that can be used to promote affordable housing in the City through activities such as homeowner rehabilitation, homebuyer activities, rental housing development, and tenant-based rental assistance. The 2015-16 Program Year will commence on July 1, 2015. The FY 2015-16 HOME allocation is \$432,150.

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City will provide grants, interest-bearing and non-interest-bearing deferred payment loans or residual receipts loans permitted under 24 CFR 92.206 (b) (1). The City will not institute other forms of investment forms not described in the aforementioned section nor provide loan guarantees described under 24 CFR 92.206 (b) (21).

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Huntington Park is not proposing any homebuyer activities in FY 2015-16, however the following resale or recapture guidelines will apply should the City opt to fund these homebuyer activities:

HOME Loan. The City provides a “silent second” deferred trust deed mortgage to fund the difference between the market sales price (up to a maximum sale price established by HUD) and a mortgage amount that will provide an affordable housing cost to low and moderate-income households. The City loan is structured as a junior deferred loan to allow the borrower’s repayment ability to be fully utilized under the primary loan. The City HOME loan will be recorded as a lien on the property, and will be due upon sale or transfer of title or when the borrower no longer occupies the home as his/her principal residence as required under 24 CFR 92.254. Homebuyers will sign a HOME Agreement pursuant to §92.504(c)(5) of the HOME rule, which outlines the affordability restrictions and recapture guidelines, as well as a Promissory Note and Deed of Trust.

Affordability Requirements. The affordability period in connection with the resale of HOME-assisted units will be 30 years.

Recapture Provisions. Should the property cease to be the principal residence of the homebuyer, the City will recapture the full amount of HOME investment (HOME subsidy) to the extent there are net proceeds following the sale of the property and repayment of non-HOME loan repayments and closing costs. Net proceeds are defined as the amount of sale proceeds remaining (if any) after payment of any superior loan(s) (non-HOME funds) and customary closing costs. This limitation applies regardless of the nature of the sale (voluntary sales including short sales, and involuntary sales including foreclosures). This indebtedness becomes due and payable upon sale or transfer of the property, prior to the expiration of the period of affordability, to the extent there are sufficient “net proceeds”. If upon the voluntary or involuntary sale of the property prior to the expiration of the period of

affordability there are insufficient net proceeds to pay the balance remaining of the City HOME loan, the Homebuyer is relieved from any further obligation to pay the indebtedness.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City does not propose to use HOME funds for a homebuyer program. However, should the City decide to fund such a program, Protocols will be developed to include the following characteristics:

- The City loan is structured as a junior deferred loan to allow the borrower's repayment ability to be fully utilized under the primary loan. The City HOME loan will be recorded as a lien on the property, and will be due upon sale or transfer of title or when the borrower no longer occupies the home as his/her principal residence as required under 24 CFR 92.254. Homebuyers will sign a HOME Agreement pursuant to §92.504(c)(5) of the HOME rule, which outlines the affordability restrictions and recapture guidelines, as well as a Promissory Note and Deed of Trust.
- Affordability Requirements. The affordability period in connection with the resale of HOME-assisted units will be 30 years.
- Recapture Provisions. Should the property cease to be the principal residence of the homebuyer, the City will recapture the full amount of HOME investment (HOME subsidy) to the extent there are net proceeds following the sale of the property and repayment of non-HOME loan repayments and closing costs. Net proceeds are defined as the amount of sale proceeds remaining (if any) after payment of any superior loan(s) (non-HOME funds) and customary closing costs. This limitation applies regardless of the nature of the sale (voluntary sales including short sales, and involuntary sales including foreclosures). This indebtedness becomes due and payable upon sale or transfer of the property, prior to the expiration of the period of affordability, to the extent there are sufficient "net proceeds". If upon the voluntary or involuntary sale of the property prior to the expiration of the period of affordability there are insufficient net proceeds to pay the balance remaining of the City HOME loan, the Homebuyer is relieved from any further obligation to pay the indebtedness.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City does not propose to provide refinancing with HOME funds as described under 24 CFR 92.206(b). However, when lending HOME funds for single-family dwellings, the City may find it necessary to allow refinancing to permit or continue affordability under §92.252. If so, the City will amend its Consolidated Plan to describe refinancing guidelines that include the following refinancing general guidelines:

- a) Demonstrate the rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing.
- b) Require review of management practices to demonstrate that disinvestment in the property has not occurred, that the long-term needs of the project can be met and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated.

- c) State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
- d) Specify the required period of affordability, whether it is the minimum 15 years or longer.
- e) Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area.
- f) State that HOME funds cannot be used to refinance multifamily loans made or insured by any Federal program, including CDBG.

Appendix - Alternate/Local Data Sources



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

January 19, 2016

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

Dear Mayor and Members of the City Council:

APPEAL OF PLANNING COMMISSION DECISION ON CASE NO. 2015-08 DP/VAR (DEVELOPMENT PERMIT AND VARIANCE)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Take public testimony and staff's analysis; and
3. Adopt Resolution No. 2016-01, upholding or overturning the Planning Commission's decision to deny a request for a Development Permit to allow the construction of two new residential dwelling units, and a Variance to deviate from the Residential High-Density (R-H) development standards, on property located at 7005 Marbrisa Avenue within the R-H Zone. The City Council may also continue the project and request additional information.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In accordance with the Huntington Park Municipal Code (HPMC) Section 9-2.1711(1), "any action taken by the Planning Commission, to approve or disapprove an application may be appealed to the Council." Additionally, Planning Commission appeals shall be submitted in writing on a City application form and shall specifically state the pertinent facts of the case and the basis of the appeal. All appeals shall be filed in the office of the City Clerk within fifteen (15) days following the final date of action for which an appeal is made. On November 25, 2015, Mr. Juan Gutierrez (Applicant), filed an appeal requesting that the City Council overturn the Planning Commission's decision to deny Case No. 2015-08 DP/VAR.

On November 18, 2015, the Planning Commission considered a request by the Applicant to approve a Development Permit to allow the construction of two new

APPEAL OF PLANNING COMMISSION DECISION ON CASE NO. 2015-08 DP/VAR (DEVELOPMENT PERMIT AND VARIANCE)

January 19, 2016

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residential dwelling units, and a Variance to deviate from the R-H development standards, on property located at 7005 Marbrisa Avenue.

Following City staff's presentation and after hearing all public testimony in support and opposition of the proposed project, the Planning Commission discussed the potential impacts of the project. The Planning Commission raised the following concerns:

1. Privacy – the proposed two story structure will impede the privacy of the neighboring properties.
2. Density – the proposed duplex will further intensify the density of the surrounding neighborhood.
3. Parking – the tenants of the proposed duplex will park on the street and add to the parking deficiency of the surrounding neighborhood.

After much deliberation, the Planning Commission voted to deny Case No. 2015-08 DP/VAR by a 3-2 vote. At the conclusion of the public hearing, the applicant was advised of the appeal process.

Project Description:

The Applicant is appealing the Planning Commission's decision to deny a Development Permit to allow the construction of two new residential dwelling units, and a Variance to deviate from the R-H development standards, on property located at 7005 Marbrisa Avenue. The subject property is currently developed with a 1,294 square foot single family residence and a 400 square foot two-car garage. The Applicant is proposing to:

1. Demolish the existing 400 square foot two-car garage.
2. Construct two new two-story residential dwelling units, each with an attached two-car garage.
3. Construct a third two-car garage attached to the existing single family dwelling, and
4. Construct a new trash enclosure.

The proposed two-story residential dwelling units will be located at the rear of the parcel. Each unit consists of 1,181 square feet with an attached 400 square foot garage, for a total of 1,582 square feet. Both units will have three bedrooms, all located on the second floor, and two bathrooms. The ground floor of each unit will have a kitchen, living room, and one full bathroom. The two-story units are proposed at a height of 26 feet and 11 inches. The proposed project also includes the construction of a new on-site trash enclosure which is proposed to be utilized by occupants of the site.

The proposed design for all new structures will incorporate vernacular style architecture to match the existing single family dwelling unit. The new structures will have

APPEAL OF PLANNING COMMISSION DECISION ON CASE NO. 2015-08 DP/VAR (DEVELOPMENT PERMIT AND VARIANCE)

January 19, 2016

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composition shingle pitched roofs and stucco walls. The exterior of the proposed structures will have a peach colored stucco.

The Applicant is also requesting approval of a Variance to deviate from the minimum lot width and lot size. The minimum lot width requirement in the R-H zone is one hundred (100) feet, and the minimum lot size is 15,000 square feet. However, the subject property has a lot width of fifty-seven (57) feet and a lot size of approximately 8,550 square feet. Pursuant to the HPMC, the Planning Commission may grant a Variance to deviate from the required parcel size and lot width.

Site Description:

The subject site, Assessor Parcel Number 6321-030-008, is located mid-block on the east side of Marbrisa Avenue between Florence Avenue and Saturn Avenue. Vehicular entrance to the site is provided through a public alley located to the westerly side (rear) of the property. The site measures approximately 57 feet wide along Marbrisa Avenue and 150 feet deep for a total lot area of 8,550.

The properties immediately surrounding the site are developed with a mix of single-family and multi-family residential uses.

Open Space Analysis:

The HPMC requirement for private open space in the R-H zone is 200 square feet for ground floor units and 150 square feet for upper story units. The two new residential units have sufficient space along their front entrances to accommodate this requirement. Staff will condition that the Applicant provide a decorative enclosed area along the front of each unit to comply with the HPMC's private outdoor space requirement.

Applicant's Response to Planning Commission Comments:

In his appeal, the Applicant provided a response to the concerns raised by the Planning Commission regarding his proposed two-story duplex.

1. Privacy – the applicant states that there are ten (10) properties on his block that are two-stories. Therefore, his proposed two-story duplex would not further impede the privacy of any of his neighbors.
2. Density – the applicant has stated that his block has several properties that have four or more residential dwelling units. The applicant states that his proposal would make for a total of three units on his property, making his property one of the least dense on the block. Thus acknowledging that there is currently a density issue on that street.
3. Parking – the applicant states that his proposal will comply with all the required parking per the City's Municipal Code. The applicant accounts that on his block

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there are 13 multi-family dwelling units, and most of them do not provide the on-site parking spaces required per the City’s Municipal Code.

Parking Analysis:

Per the HPMC Section 9-3.804, the proposed project requires two off-street covered parking spaces for each residential unit and one off-street uncovered guest parking space for every third unit. Thus, the proposed project requires a total of seven off-street parking spaces. The table below summarizes the number of off-street parking spaces required for this proposed project.

PARKING CALCULATION FOR RESIDENTIAL UNITS

2 spaces per unit (garage)	1 guest space for every 3rd unit	Total
3 units x 2 spaces = 6 covered spaces (3 two-car garages)	3 units / 3 = 1 uncovered guest space	6 + 1 = 7 spaces

If the Applicant’s proposal is approved, City Staff will condition that all garages on-site be accessible for parking at all times.

Analysis of Entitlements:

Per the HPMC Section 9-2.1004, a Development Permit is required for projects consisting of two or more residential dwelling units. A Development Permit can only be approved by the Planning Commission, or by the City Council when appealed. Similarly, per the HPMC Section 9-2.900, a Variance to deviate from development standards for minimum lot width and lot size can only be approved by the Planning Commission, or by the City Council when appealed.

Per the R-H development standards, the subject site has deficient lot width and size (100 feet and 15,000 square feet respectively). The property is within a tract that was created in 1903, prior to the adoption of our development standards. As a result, the single family residence that exists on the site is considered legal non-conforming. When the City incorporated in 1906, a special circumstance was created as properties within the subject site’s tract could not be developed due to their size.

Although, the lot does not meet the minimum standards, the proposed project complies with the more restrictive Medium-Density Residential (R-M) Zone standards with regard to density and development standards. Compliance with the R-M zone standards instead of the R-H zone standards reduces the allowed density from 20 units per acre to 17.4 units per acre. This reduction in density reduces the scale of the project so that it is similar to that of other surrounding properties. In the R-M zone the minimum lot width is forty-five (45) feet and the minimum lot area is 5,000 square feet.

Other Agencies/Departments Review:

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As part of the notification process, City staff notified the Building and Safety Division, Fire Department, Police Department, and the Engineering Department. Staff only received conditions from the Building and Safety Division and Engineering Department and has incorporated them into the conditions of approval.

The issuance of a Development Permit is subject to review for compliance with conditions of approval at such intervals as the City deems appropriate and any violation of the conditions of approval may result in citations and/or the revocation of the permit.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DEVELOPMENT PERMIT

Pursuant to HPMC Section 9-2.1007, a Development Permit may only be approved if all of the following findings can be made:

1. The proposed development is one permitted within the subject zoning district and complies with all of the applicable provisions of this Code, including prescribed development/site standards.

Finding: The subject zoning district is High Density Residential (R-H). Per HPMC Section 9-4.101(2)(C), the “zone is intended to provide for high density attached multi-family dwellings.” Moreover, HPMC Section 9-4.102, Table IV-1 indicates that “multi-family dwellings” are allowed in the R-H zone subject to a Development Permit. Based on the aforementioned, the proposed housing development is permitted within this zone. The proposed development complies with all development standards except for the required lot size and lot width, for which the Applicant is requesting a Variance. Variance which falls under Council’s discretion to approve or deny.

2. The proposed development is consistent with the General Plan.

Finding: Goal 1.0, Policy 1.1 of the Housing Element, found within the City’s General Plan, is to provide a diversity of residential development types in Huntington Park, including low density single-family homes, moderate density townhomes, and higher density apartments and condominiums in order to address the City’s share of regional housing needs. This proposed project coincides with this goal by creating additional housing opportunities and thus is consistent with the General Plan.

3. The proposed development would be harmonious and compatible with existing and planned future developments within the zoning district and general area, as well as with the land uses presently on the subject property.

Finding: The proposed housing project is harmonious and compatible with the existing residential uses presently located within the vicinity and zoning district. The subject site is located in the R-H zone. The properties immediately surrounding the site are

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developed with single-family and multi-family residential structures. Although the surrounding neighborhood is impacted by the lack of on-street parking, the proposed project complies with the minimum Municipal Code requirement for off-street parking, including one guest parking space. The proposed development would be compatible with existing surrounding uses, therefore, will not adversely impact the subject site or surrounding area.

4. The approval of the Development Permit for the proposed project is in compliance with the requirements of the California Environmental Quality Act (CEQA) and the City's Guidelines.

Finding: Pursuant to the provisions of the California Environmental Quality Act (hereinafter "CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (14 Cal. Code Regs Sections 15000 et seq.), it has been determined that approval of the Development Permit for the proposed project is exempt from CEQA pursuant to Article 19, Class 32, Section 15332 (In-Fill Development Projects).

5. The subject site is physically suitable for the type and density/intensity of use being proposed.

Finding: Based on field observations, the subject site is physically suitable for the proposed housing development. The site design has adequate circulation for vehicles, parking, and access from the public alley at the rear. The Applicant's proposed project complies with the density requirement of the R-H zone (20 units per acre).

6. There are adequate provisions for public access, water, sanitation and public utilities and services to ensure that the proposed development would not be detrimental to public health, safety and general welfare.

Finding: Pedestrian access to the site is provided through Marbrisa Avenue and vehicular access is provided through the alley at the rear. The site also has adequate existing sanitation, public utilities and services. The proposed development was reviewed by the City's Building Division and Engineering Department and they have determined that the project will not significantly intensify public access, water, sanitation, public utilities or services.

7. The design, location, size and operating characteristics of the proposed development would not be detrimental to the public health, safety, or welfare of the City.

Finding: As proposed, it is not anticipated that the proposed development will create significant noise, traffic, or other conditions that may create adverse impacts to the adjacent uses. The design, size, and location of the project site are adequate to support the proposed development. Thus, it is expected that the development will not be detrimental to the public health, safety, or welfare.

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VARIANCE

Pursuant to HPMC Section 9-2.906, a Variance may only be approved if all of the following findings can be made:

1. That there are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this Code denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification.

Finding: The subject property is located within the City's R-H zone and is surrounded by multi-family uses. The development standards for lot width and lot size, 100 feet and 15,000 square feet respectively, within the R-H zone are so strict that most of the properties within this zone do not comply with these requirements. The property is within a tract that was created in 1903, prior to the adoption of our development standards. As a result, the single family residence that exists on the site is considered legal non-conforming. When the City incorporated in 1906, a special circumstance was created as properties within the subject site's tract could not be developed due to their size.

2. That granting the Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zoning district and unavailable to the property for which the Variance is sought.

Finding: The property is within a tract that was created in 1903, prior to the adoption of our development standards. As a result, any residential use that exists on the site is considered legal non-conforming. With the exception of the lot width and lot size requirements, the Applicant's proposed project will comply with all applicable development standards such as setbacks, density, and parking. Other properties within the property's vicinity are overdeveloped and non-conforming via deficient parking, setbacks, and density. Additionally, none of the properties within the vicinity meet with zoning district's strict development standards for minimum lot width and lot size.

3. That granting the Variance will not be detrimental to the public health, safety, or welfare, or injurious to the property or improvements in the vicinity and zoning district in which the property is located.

Finding: The Applicant's request to deviate from the zoning district's minimum development standards for lot width and lot size (100 feet and 15,000 square feet respectively) is not expected to be detrimental to the property or the vicinity. The area is surrounded by similar type of residential multi-family uses, as intended for the subject zoning district. The Applicant's proposed project will improve the site with new

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construction that will comply with other applicable development standards, including: parking, density, and setbacks.

4. That granting the Variance does not constitute a special privilege inconsistent with the limitations upon other property in the vicinity and zoning district in which the property is located.

Finding: In comparing the location of the subject site and other similar surrounding properties, the granting of a Variance for a reduction of lot width and lot size would not constitute a special privilege as there are existing multi-family properties within the vicinity. However, unlike most of the existing neighboring properties, the Applicant's proposal would comply with all other develop standards. None of the existing neighboring multi-family properties within the vicinity comply with the zoning district's minimum lot width and lot size. Additionally, some neighboring properties do not comply with parking, set-backs, or density. The Applicant's proposal will comply with other applicable development standards, including: parking, density, and setbacks.

5. That granting the Variance does not allow a use or activity which is not otherwise expressly authorized by the regulations governing the subject parcel.

Finding: The Applicant's proposed use is allowed within the zoning district. The strict lot width and lot size requirements prevents any neighboring property from being developed as none of them can meet these minimum standards. The corresponding zoning district, R-H, is intended for multi-family uses. Additionally, the property is surrounded by multi-family uses.

6. That granting the Variance will not be inconsistent with the General Plan.

Finding: Goal 1.0, Policy 1.1 of the Housing Element, found within the City's General Plan, is to provide a diversity of residential development types in Huntington Park, including low density single-family homes, moderate density townhomes, and higher density apartments and condominiums in order to address the City's share of regional housing needs. This proposed project coincides with this goal by creating additional housing opportunities and thus is consistent with the General Plan.

ENVIRONMENTAL ANALYSIS

Pursuant to the provisions of the California Environmental Quality Act (hereinafter "CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (14 Cal. Code Regs Sections 15000 et seq.), it has been determined that approval of the Development Permit and Variance for the proposed project is exempt from CEQA pursuant to Article 19, Class 32, Section 15332 (In-Fill Development Projects).

FINANCIAL IMPACT

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If approved, the Applicant will pay for all additional permits and fees associated with construction. Additionally, the Applicant's property value and tax assessment will increase and generate additional revenue for the City.

CONCLUSION

The City Council has the option of upholding the Planning Commission's decision and deny the applicant's request or overturning the Planning Commission's decision approving the applicant's request or continue this item for further discussion.

All required findings for a Development Permit and a Variance can be made, if the City Council opts to accept the density issues cited by the Planning Commission by overturning the decision of the Planning Commission and approve the Applicant's request to allow the construction of two new residential dwelling units at 7005 Marbrisa Avenue. If the Applicant's request is approved, Staff will recommend that the project be approved subject to conditions.

The City Council's action is final unless additional facts or information that was not originally considered are presented for reconsideration within 90 days following the final date of action.

Respectfully submitted,

EDGAR P. CISNEROS
City Manager



MANUEL ACOSTA
Economic Development Manager

ATTACHMENTS

- A: Planning Commission Appeal Application
- B: Planning Commission Report and Resolution No. 2015-08 DP/VAR
- C: Resolution No. 2016-01, Overturning the Planning Commission's Decision on Case No. 2015-08, Approving a Development Permit to Allow the Construction of Two New Residential Dwelling Units, and a Variance to Deviate from the R-H Development Standards, on Property Located at 7005 Marbrisa Avenue, within the Residential High-Density (R-H) Zone

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CONDITIONS OF APPROVAL:

PLANNING

1. That the property owner and applicant shall indemnify, protect, hold harmless and defend the City and any agency or instrumentality thereof, its officers, employees and agents from all claims, actions, or proceedings against the City to attack, set aside, void, annul, or seek damages arising out of an approval of the City, or any agency or commission thereof, concerning this project. City shall promptly notify both the property owner and applicant of any claim, action, or proceeding to which this condition is applicable. The City shall cooperate in the defense of the action, while reserving its right to act as it deems to be in the best interest of the City and the public. The property owner and applicant shall defend, indemnify and hold harmless the City for all costs and fees incurred in additional investigation or study, or for supplementing or revising any document, including, without limitation, environmental documents. If the City's legal counsel is required to enforce any condition of approval, the applicant shall pay for all costs of enforcement, including legal fees.
2. Any graffiti, as defined by the Huntington Park Municipal Code Section 5-27.02(d), shall be diligently removed within a reasonable time period.
3. That the property comply with the City's Standards for Exterior Colors, Section 9-3.103(3)(A) of the Huntington Park Municipal Code, prior to issuance of the Certificate of Occupancy.
4. Except as set forth in subsequent conditions, all-inclusive, and subject to department corrections and conditions, the property shall be developed substantially in accordance with the applications, environmental assessment, and plans submitted.
5. That a minimum 10'-0" landscape planter and permanent irrigation be provided along Marbrisa Avenue; with the exception of driveways and walkways and that landscaping be provided in areas not used for vehicle parking, vehicle circulation or pedestrian access.
6. That all proposed mechanical equipment and appurtenances, including satellite dishes, gutters etc., whether located on the rooftop, ground level or anywhere on the structure or property shall be completely shielded/enclosed so as not to be visible from public view and/or adjacent properties. Such shielding/enclosure of facilities shall be of compatible design related to the building structure for which such facilities are intended to serve and shall be installed prior to the issuance of the Certificate of Occupancy as approved by the Planning Division.

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7. That the property be maintained in a clean, neat, quiet, and orderly manner at all times and comply with the property maintenance standards as set forth in the Huntington Park Municipal Code Sections 8-9.02.1 and 9-3.103.18.
8. That a decorative trash enclosure, minimum of twenty-four (24) square feet, with trellis be provided on-site, as approved by the Planning Division prior to issuance of Certificate of Occupancy. Trash and recyclable material bins shall be kept within the approved trash enclosure area only. The trash area shall be kept free of trash overflow and maintained in a clean manner at all times.
9. That the applicant comply with the City's requirement for Publicly Visible Art or pay in-lieu art fees in accordance with HPMC Title 9, Chapter 3, Article 17 prior to Building Permit issuance.
10. That the applicant shall be subject to the park dedication requirement, or payment of fees in lieu thereof, or both, as established by Title 9, Chapter 3, Article 16.
11. That the applicant provide private outdoor usable space for each dwelling unit in accordance with Title 9, Chapter 4, Article 1.
12. That the applicant comply with all of the provisions of Title 7, Chapter 9 of the Huntington Park Municipal Code relating to Storm Water Management. The applicant shall also comply with all requirements of the National Pollutant Discharge Elimination System (NPDES), Model Programs, developed by the County of Los Angeles Regional Water Quality Board. This includes compliance with the City's Low Impact Development (LID) requirements.
13. That the Permit shall expire in the event the entitlement is not exercised within one (1) year from the date of approval, unless an extension has been granted by the Planning Commission.
14. That the entitlement shall be subject to review for compliance with conditions of the issuance at such intervals as the City Planning Commission shall deem appropriate.
15. That should the operation of this facility be granted, deemed, conveyed, transferred, or should a change in management or proprietorship occur at any time, this Permit shall be reviewed.
16. That any violation of the conditions of this entitlement may result in a citation or revocation of the entitlement.
17. That this permit may be subject to additional conditions after its original issuance. Such conditions shall be imposed by the City Planning Commission as deemed appropriate to address problems of land use compatibility, operations, aesthetics, security, noise, safety, crime control, or to promote the general welfare of the City.

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18. That the applicant shall comply and satisfy any and all conditions set by applicable departments or agencies, including but not limited to: Building and Safety Division, Engineering Department, and the Fire Department.
19. That the Director of Community Development or his designee is authorized to make minor modifications to the approved preliminary plans or any of the conditions if such modifications shall achieve substantially the same results, as would strict compliance with said plans and conditions.
20. That the applicant and property owner agree in writing to the above conditions.

BUILDING AND SAFETY

21. The initial plan check fee will cover the initial plan check and one recheck **only**. Additional review required beyond the first recheck shall be paid for on an hourly basis in accordance with the current fee schedule.
22. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
23. School Developmental Fees shall be paid to the School District prior to the issuance of the building permit.
24. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.
25. Art fee shall be paid to the City prior to issuance of the building Permit.
26. Recycling deposit shall be filed prior to issuance of the building permit to the satisfaction of the recycling coordinator.
27. The new units shall be addressed as 7007 MARBRISA AVE UNIT A & B and an application to assign address and unit numbers shall be filed with Building Division prior to plan check submittal.
28. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.
29. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.
30. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.

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31. The building permit will not be issued until the property has been surveyed and the boundaries marked by a land surveyor licensed by the State of California
32. Foundation inspection will not be made until setback on the south, west and north side of the proposed structure has been surveyed and the location of the footings has been determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.
33. All fire sprinkler hangers must be designed and their location approved by an engineer or an architect. Calculations must be provided indicating that the hangers are designed to carry the tributary weight of the water filled pipe plus a 250 pound point load. A plan indication this information must be stamped by the engineer or the architect and submitted for approval prior to issuance of the building permit
34. Separate permit is required for Fire Sprinklers.



CITY OF HUNTINGTON PARK
 Community Development Dept. • Planning Division
 6550 Miles Avenue, Huntington Park, CA 90255
 Tel. (323) 584-6210 • planning@huntingtonpark.org

PLANNING COMMISSION APPEAL APPLICATION

FOR OFFICE USE ONLY

Date Filed: 11-25-15 Case No.: PL 2015-08 Fee/Receipt No.: \$542.621 Initials: HS

Notice to the appellant: Pursuant to the Huntington Park Municipal Code, Section 9-2.1712, appeals may be filed with the office of the City Clerk on this form within fifteen (15) days following the date of an action. Appeals shall be accompanied by a filing fee, which is indicated above.

I/We, appellant(s) hereby appeal the decision of the Huntington Park Planning Commission on 11-18-15 for Case No. 2015-08 and petition that the City Council modify the action or decision that was made.

PROJECT INFORMATION

Property Address: 7005 Marbrisa Ave, HP, CA 90255

APPELLANT'S INFORMATION

Appellant(s): Juan Gutierrez
 Mailing Address: 7033 Bonnie Vale Place, Pico Rivera, CA 90660
 Phone 1: (323) 500-5127 Phone 2: _____ Fax: _____

PROPERTY OWNER'S INFORMATION

Property Owner: Juan Gutierrez
 Mailing Address: 7033 Bonnie Vale Place, Pico Rivera 90660
 Phone 1: (323) 500-5127 Phone 2: _____ Fax: _____

REASON FOR APPEAL:

The action or decision is being appealed for the following reason(s): (Attach additional sheets if necessary)

See attached letter.

CERTIFICATE AND AFFIDAVIT OF APPELLANT: I/We, appellant(s) of the case involved in this application, do hereby certify and say that I/we have prepared the foregoing appeal and that the statements and information contained therein are in all respects true and correct to the best of my/our knowledge and belief, and that said information, so far as I am/we are aware, is complete and represents all of the evidence and opinion that bears on the case and refers to no facts or evidence not introduced previously.

Signature: [Signature] Date: 11/25/15

To Whom It May Concern:

My name is Juan Gutierrez and I am the owner of 7005 Marbrisa Ave, Huntington Park, CA 90255. I would like to know what the Mayor and rest of city council want for Huntington Park, to know if adding units to the city is frowned upon. Is it frowned upon making a more homes for people to live? If it is frowned upon it may be important to let your planning department know.

My problem is that I proposed adding a 2 car garage, a 4 car garage with 2 dwelling units on the second floor. My engineer made the plans to comply with all the requirements asked for by planning department. I complied with Lot size, front/back/side setbacks and parking requirements. I complied with every single thing asked for by Planning dept. Planning dept made a few reviews and added trash enclosures and special fences. All changes where done. Like I told planning dept I would go the safest way to pass and do anything needed to not have any issues.

I provided the ten copies of plans and radius map and lables and a notice was sent to all the neighbors in September. I was scheduled to the planning commission hearing on October 21, 2015. I was then contacted a few days prior saying that my proposition was unscheduled because I needed to pay an additional \$1,899.00 to the city of Huntington Park for a variance that was suddenly needed because of an ordinance the city was implementing. I payed it and was rescheduled to the hearing on November 18, 2015 and a new notice was sent to all the neighbors, it was the second notice sent to all the neighbors.

The planning commission denied approval under the following concerns:

- one concern is the second story and privacy with the neighbors. My case is that there is a two story building across the alley and no more than 20 feet away from my property. In my block there are 10 properties that are two story already.
- We are too crowded in Huntington Park and people will use the garages for storage and not park in them. My case, I was willing to implement a clause to rental contracts that garages are to be used as parking only. I would implement a unit walkthrough 4 times a year to make sure everything is in compliance.
- My case is out of the 20 properties in my block 13 are multi-family already ranging from 2 units to 10 units. I have added 7 parking spots, 3 two car garages and a guest parking.

I have invested too much money for it to be denied for issues like these. I've paid over \$8,000 in this project. All these expenses could have been prevented if you told all applicants that Huntington Park is too crowded and new units will not be allowed. It seems to be a waste of resources and time and money to deny permits for these reasons.

On 05/19/2015 I payed \$217.05 for Preliminary planning review to Huntington Park
On 09/15/2015 I payed \$1,877.49 for a Developmental Permit to Huntington Park
On 10/26/2015 I payed \$1,899.26 for a variance to Huntington Park

I payed \$4,000 in plans
I payed \$400 in labels and radius map.

I grew up in that home and lived there till the day I got married. It was originally my parents home. They have now passed but it was always our family's dream to make units in the rear to take advantage of a huge backyard with nothing more than dirt and weeds. I ask to please allow me to build what will make my property and the Huntington Park more beautiful.

Best Regards;

Juan Gutierrez
(323) 500 - 5127



CITY OF HUNTINGTON PARK

PLANNING COMMISSION AGENDA REPORT

DATE: November 18, 2015

TO: Chairperson and Members of the Planning Commission

ATTENTION: Carlos Luis, Senior Planner

FROM: Juan Arauz, Associate Planner

SUBJECT: **PLANNING COMMISSION CASE NO. 2015-08 DP/VAR
(DEVELOPMENT PERMIT/VARIANCE)**

REQUEST: A request for a Development Permit to allow the construction of two new residential dwelling units, and a Variance to deviate from the R-H development standards, on property located at 7005 Marbrisa Avenue, within the Residential High-Density (R-H) Zone. (Continued from the October 21, 2015 Planning Commission meeting).

RESOLUTION NO. 2015-08: A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK, STATE OF CALIFORNIA, APPROVING A DEVELOPMENT PERMIT TO ALLOW THE CONSTRUCTION OF TWO NEW RESIDENTIAL DWELLING UNITS, AND A VARIANCE TO DEVIATE FROM THE R-H DEVELOPMENT STANDARDS, ON PROPERTY LOCATED AT 7005 MARBRISA AVENUE, WITHIN THE RESIDENTIAL HIGH-DENSITY (R-H) ZONE.

**APPLICANT/PROPERTY
OWNER:**

Juan Gutierrez
7033 Bennie Vale Place
Pico Rivera, CA 90660

DATES OF NOTICES:

A notice was published on The Wave Newspaper on November 5, 2015, and mailers were sent to property owners within a 300 foot radius of the subject site on October 29, 2015.

PLANNING COMMISSION AGENDA REPORT

PC CASE NO. 2015-08 DP/VAR: 7005 Marbrisa Avenue

November 18, 2015

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PROJECT LOCATION: 7005 Marbrisa Avenue

**ASSESSOR'S
PARCEL NUMBER:** 6321-030-008

PRESENT USE: Single Family Residence

**PROPOPOSED PROJECT
SIZE:** 3,164 sq. ft.

LOT SIZE: 8,550 sq. ft.

GENERAL PLAN: Residential High-Density (R-H)

ZONE: R-H

**SURROUNDING
LAND USES:**
North: Residential (R-H)
West: Residential (R-H)
South: Residential (R-H)
East: Residential (R-H)

**MUNICIPAL CODE
REQUIREMENTS FOR A
DEVELOPMENT PERMIT:** Pursuant to Huntington Park Municipal Code (HPMC), the construction of multi-family housing requires a Development Permit. Per HPMC Section 9-2.1005, each Development Permit application shall be analyzed to ensure that the application is consistent with the purpose/intent of the municipal code and the City's CEQA Guidelines. To ensure effective implementation of General Plan policies relating to design, each applicable Development Permit shall be reviewed by the Director prior to determination by the Planning Commission.

**REQUIRED FINDINGS
FOR A DEVELOPMENT
PERMIT:** Following a hearing, the Planning Commission shall record the decision in writing and shall recite the findings upon which the decision is based. The Commission may approve, modify, or deny a Development Permit in whole or in part and shall impose specific development conditions if approved. These conditions shall relate to both on- and off-site improvements that are necessary to accommodate flexibility in site planning/property development, mitigate project-related adverse impacts and to carry out the

PLANNING COMMISSION AGENDA REPORT

PC CASE NO. 2015-08 DP/VAR: 7005 Marbrisa Avenue

November 18, 2015

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purpose/intent and requirements of the respective zoning district and General Plan goals and policies. The Review Authority may approve a Development Permit, only if all of the following findings are made:

1. The proposed development is one permitted within the subject zoning district and complies with all of the applicable provisions of this Code, including prescribed development/site standards;
2. The proposed development is consistent with the General Plan;
3. The proposed development would be harmonious and compatible with existing and planned future developments within the zoning district and general area, as well as with the land uses presently on the subject property;
4. The approval of the Development Permit for the proposed project is in compliance with the requirements of the California Environmental Quality Act (CEQA) and the City's Guidelines;
5. The subject site is physically suitable for the type and density/intensity of use being proposed;
6. There are adequate provisions for public access, water, sanitation and public utilities and services to ensure that the proposed development would not be detrimental to public health, safety and general welfare; and
7. The design, location, size and operating characteristics of the proposed development would not be detrimental to the public health, safety, or welfare of the City.

**MUNICIPAL CODE
REQUIREMENTS FOR
A VARIANCE:**

Pursuant to the Huntington Park Municipal Code (HPMC) Section 9-2.903, the Commission may grant a Variance from the requirements of the Zoning Code. Examples include, but are not limited to, the following matters:

1. Permit the modification of the dimensional standards of the following:

PLANNING COMMISSION AGENDA REPORT

PC CASE NO. 2015-08 DP/VAR: 7005 Marbrisa Avenue

November 18, 2015

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- A. Distance between structures;
 - B. Parcel area (size);
 - C. Parcel coverage;
 - D. Parcel dimensions;
 - E. Setbacks; or
 - F. Structure heights.
2. Permit the modification of sign regulations (other than prohibited signs); and
 3. Permit the modification of the number and dimensions of parking areas, loading spaces, landscaping, or lighting requirements.

**REQUIRED FINDINGS
FOR A VARIANCE:**

Pursuant to Municipal Code Section 9-2.906, the Commission may approve and/or modify an application for a variance in whole or in part, with or without conditions, only if all of the following findings are made:

1. That there are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this Code denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;
2. That granting the Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zoning district and unavailable to the property for which the Variance is sought;
3. That granting the Variance will not be detrimental to the public health, safety, or welfare, or injurious to the property or improvements in the vicinity and zoning district in which the property is located;
4. That granting the Variance does not constitute a special privilege inconsistent with the limitations upon other property in the vicinity and zoning district in which the property is located;
5. That granting the Variance does not allow a use or activity which is not otherwise expressly authorized by the regulations governing the subject parcel; and

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6. That granting the Variance will not be inconsistent with the General Plan.

**ENVIRONMENTAL
REVIEW:**

Pursuant to the provisions of the California Environmental Quality Act (hereinafter "CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (14 Cal. Code Regs Sections 15000 et seq.), it has been determined that approval of the Development Permit for the proposed project is exempt from CEQA pursuant to Article 19, Class 32, Section 15332 (In-Fill Development Projects).

**PROJECT
BACKGROUND:**

Project Proposal

The project applicant, Mr. Juan Gutierrez, is requesting Planning Commission approval of a Development Permit to allow the construction of two new residential dwelling units, and a Variance to deviate from the R-H development standards, on property located at 7005 Marbrisa Avenue. The property is currently developed with a 1,294 square foot single family residence and a 400 square foot two-car garage. The applicant is proposing to:

1. Demolish the existing 400 square foot two-car garage;
2. Construct two new two-story residential dwelling units, each with an attached two-car garage;
3. Construct a third two-car garage attached to the existing single family dwelling; and
4. Construct a new trash enclosure.

The proposed two-story residential dwelling units will be located at the rear of the parcel. Each unit consists of 1,181 square feet with an attached 400 square foot garage, for a total of 1,582 square feet. Both units will have three bedrooms, all located on the second floor, and two bathrooms. The ground floor of each unit will have a kitchen, living room, and one full bathroom will of both units is located on the ground floor. The two-story units are proposed at a height of 26 feet and 11 inches. To comply with HPMC Section 9-3.103.24 (Trash/Recyclable Materials Storage), the proposed project also includes the construction of a new on-site trash enclosure.

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The proposed design for all new structures will incorporate vernacular style architecture to match the existing single family dwelling unit. The new structures will have composition shingle pitched roofs and stucco walls. The exterior of the proposed structures will have a peach colored stucco.

The HPMC requirement for private open space in the R-H zone is 200 square feet for ground floor units and 150 square feet for upper story units. The two new residential units have sufficient space along their front entrances to accommodate this requirement. Staff will condition that the applicant provide a decorative enclosed area along the front of each unit to comply with the HPMC's private outdoor space requirement.

The applicant is also requesting approval of a Variance to deviate from the minimum lot width and lot size. The minimum lot width requirement in the R-H zone is one hundred (100) feet, and the minimum lot size is 15,000 square feet. However, the subject property has a lot width of fifty-seven (57) feet and a lot size of approximately 8,550 square feet. Pursuant to the HPMC, the Planning Commission may grant a Variance to deviate from the required parcel size and lot width.

Site Description

The subject site is located mid-block on the east side of Marbrisa Avenue between Florence Avenue and Saturn Avenue. Vehicular entrance to the site is provided through a public alley located to the westerly side (rear) of the property. The site measures approximately 57 feet wide along Marbrisa Avenue and 150 feet deep for a total lot area of 8,550.

The properties immediately surrounding the site are developed with single-family and multi-family residential uses.

ANALYSIS

The subject site is accessible through a public alley located at the westerly (rear) side of the property. The applicant's proposal will provide adequate vehicular circulation and parking. The subject site is approximately 8,550 square

feet and thus is able to comply with the required open space requirement.

Per the R-H development standards, the subject site has deficient lot width and size (100 feet and 15,000 square feet respectively). The property is within a tract that was created in 1903, prior to the adoption of our development standards. As a result, the single family residence that exists on the site is considered legal non-conforming. When the City incorporated in 1906, a special circumstance was created as properties within the subject site's tract could not be developed due to their size.

Although, the lot does not meet the minimum standards, the proposed project complies with the more restrictive Medium-Density Residential (R-M) Zone standards with regard to density and development standards. Compliance with the R-M zone standards instead of the R-H zone standards reduces the allowed density from 20 units per acre to 17.4 units per acre. This reduction in density reduces the scale of the project so that it is similar to that of other surrounding properties. In the R-M zone the minimum lot width is forty-five (45) feet and the minimum lot area is 5,000 square feet.

As part of the notification process, City staff notified the Building and Safety Division, Fire Department, Police Department, and the Engineering Department. Staff only received conditions from the Building and Safety Division and has incorporated them into the conditions of approval.

Density

Per HPMC Section 9-4.103, allowable density in the R-H zone is 20 units per acre. Thus, the maximum number of units allowed for an 8,550 square foot parcel is three units. The table below summarizes this calculation.

CALCULATION OF UNITS ALLOWED IN THE R-H ZONE

Lot Size	Units Allowed	Total
8,550sf / 43,560sf = .19 acres	20u/acre	20u x .19 acres = 3.8, round to 3

Parking

Per the HPMC Section 9-3.804, the proposed project requires two off-street covered parking spaces for each residential unit and one off-street uncovered guest parking space for every third unit. Thus, the proposed project requires a total of seven off-street parking spaces. The table below summarizes the number of off-street parking spaces required for this proposed project.

PARKING CALCULATION FOR RESIDENTIAL UNITS

2 spaces per unit (garage)	1 guest space for every 3 rd unit	Total
3 units x 2 spaces = 6 covered spaces	3 units / 3 = 1 uncovered space	6 + 1 = 7 spaces

FINDINGS:

Development Permit Findings

HMPC Section 9-2.1004 requires a Development Permit for projects consisting of two or more residential dwelling units. In granting a Development Permit, the Planning Commission must make findings as set forth pursuant to HMPC Section 9-2.1007. A Development Permit may be approved only if all of the following findings are made:

- 1. The proposed development is one permitted within the subject zoning district and complies with all of the applicable provisions of this Code, including prescribed development/site standards.**

Finding: The subject zoning district is High Density Residential (R-H). Per HPMC Section 9-4.101(2)(C), the “zone is intended to provide for high density attached multi-family dwellings.” Moreover, HPMC Section 9-4.102, Table IV-1 indicates that “multi-family dwellings” are allowed in the R-H zone subject to a Development Permit. Based on the aforementioned, the proposed housing development is permitted within this zone. The proposed development complies with all development standards except for the required lot size and lot width, for which the applicant is requesting a Variance.

- 2. The proposed development is consistent with the General Plan.**

Finding: Goal 1.0, Policy 1.1 of the Housing Element, found within the City's General Plan, is to provide a diversity of residential development types in Huntington Park, including low density single-family homes, moderate density townhomes, and higher density apartments and condominiums in order to address the City's share of regional housing needs. This proposed project coincides with this goal and thus is consistent with the General Plan.

- 3. The proposed development would be harmonious and compatible with existing and planned future developments within the zoning district and general area, as well as with the land uses presently on the subject property.**

Finding: The proposed housing project is harmonious and compatible with the existing residential uses presently located within the vicinity and zoning district. The subject site is located in the R-H zone. The properties immediately surrounding the site are developed with single-family and multi-family residential structures. Although the surrounding neighborhood is impacted by the lack of on-street parking, the proposed project complies with the minimum Municipal Code requirement for off-street parking, including one guest parking space. The proposed development would be compatible with existing surrounding uses, therefore, will not adversely impact the subject site or surrounding area.

- 4. The approval of the Development Permit for the proposed project is in compliance with the requirements of the California Environmental Quality Act (CEQA) and the City's Guidelines.**

Finding: Pursuant to the provisions of the California Environmental Quality Act (hereinafter "CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (14 Cal. Code Regs Sections 15000 et seq.), it has been determined that approval of the Development Permit for the proposed project is exempt from CEQA pursuant to Article 19, Class 32, Section 15332 (In-Fill Development Projects).

5. The subject site is physically suitable for the type and density/intensity of use being proposed.

Finding: Based on field observations, the subject site is physically suitable for the proposed housing development. The site design has adequate circulation for vehicles, parking, and access from the public alley at the rear. The applicant's proposed project complies with the density requirement of the R-H zone (20 units per acre) and the more restrictive R-M zone (17.4 units per acre).

6. There are adequate provisions for public access, water, sanitation and public utilities and services to ensure that the proposed development would not be detrimental to public health, safety and general welfare.

Finding: Pedestrian access to the site is provided through Marbrisa Avenue and vehicular access is provided through the alley at the rear. The site also has adequate existing sanitation, public utilities and services. The proposed development was reviewed by the City's Engineer and Building Official and they have determined that the project will not significantly intensify public access, water, sanitation, public utilities or services.

7. The design, location, size and operating characteristics of the proposed development would not be detrimental to the public health, safety, or welfare of the City.

Finding: As proposed, it is not anticipated that the proposed development will create significant noise, traffic, or other conditions that may create adverse impacts to the adjacent uses. The design, size, and location of the project site are adequate to support the proposed development. Thus, it is expected that the development will not be detrimental to the public health, safety, or welfare.

Variance Findings

In granting a Variance to deviate from the development standards for minimum lot width and lot size, the Planning

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Commission must make findings in connection with the Variance, as set forth in the Huntington Park Municipal Code. A Variance may only be approved if all of the following findings can be made:

- 1. That there are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this Code denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification.**

Finding: The subject property is located within the City's R-H zone and is surrounded by multi-family uses. The development standards for lot width and lot size, 100 feet and 15,000 square feet respectively, within the R-H zone are so strict that most of the properties within this zone do not comply with these requirements. The property is within a tract that was created in 1903, prior to the adoption of our development standards. As a result, the single family residence that exists on the site is considered legal non-conforming. When the City incorporated in 1906, a special circumstance was created as properties within the subject site's tract could not be developed due to their size.

- 2. That granting the Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zoning district and unavailable to the property for which the Variance is sought.**

Finding: The property is within a tract that was created in 1903, prior to the adoption of our development standards. As a result, any residential use that exists on the site is considered legal non-conforming. With the exception of the lot width and lot size requirements, the applicant's proposed project will comply with all applicable development standards such as setbacks, density, and parking. Other properties within the property's vicinity are overdeveloped and non-conforming via deficient parking, setbacks, and density. Additionally, none of the properties within the vicinity meet with zoning district's strict development standards for minimum lot width and lot size.

3. **That granting the Variance will not be detrimental to the public health, safety, or welfare, or injurious to the property or improvements in the vicinity and zoning district in which the property is located.**

Finding: The applicant's request to deviate from the zoning district's minimum development standards for lot width and lot size (100 feet and 15,000 square feet respectively) is not expected to be detrimental to the property or the vicinity. The area is surrounded by similar type of residential multi-family uses, as intended for the subject zoning district. The applicant's proposed project will improve the site with new construction that will comply with other applicable development standards, including: parking, density, and setbacks.

4. **That granting the Variance does not constitute a special privilege inconsistent with the limitations upon other property in the vicinity and zoning district in which the property is located.**

Finding: In comparing the location of the subject site and other similar surrounding properties, the granting of a Variance for a reduction of lot width and lot size would not constitute a special privilege as there are existing multi-family properties within the vicinity. However, unlike most of the existing neighboring properties, the applicant's proposal would comply with all other development standards. None of the existing neighboring multi-family properties within the vicinity comply with the zoning district's minimum lot width and lot size. Additionally, some neighboring properties do not comply with parking, set-backs, or density. The applicant's proposal will comply with other applicable development standards, including: parking, density, and setbacks.

5. **That granting the Variance does not allow a use or activity which is not otherwise expressly authorized by the regulations governing the subject parcel.**

Finding: The applicant's proposed use is allowed within the zoning district. The strict lot width and lot size requirements prevents any neighboring property from being developed as none of them can meet these minimum standards. The corresponding zoning district,

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R-H, is intended for multi-family uses. Additionally, the property is surrounded by multi-family uses.

6. That granting the Variance will not be inconsistent with the General Plan.

Finding: Goal 1.0, Policy 1.1 of the Housing Element, found within the City's General Plan, is to provide a diversity of residential development types in Huntington Park, including low density single-family homes, moderate density townhomes, and higher density apartments and condominiums in order to address the City's share of regional housing needs. This proposed project coincides with this goal and thus is consistent with the General Plan.

RECOMMENDATION:

That the Planning Commission conduct a public hearing, consider all public testimony and **adopt PC Resolution No. 2015-08**, subject to the proposed conditions of approval and/or additional conditions that the Planning Commission may wish to impose.

CONDITIONS OF APPROVAL:

PLANNING

1. That the property owner and applicant shall indemnify, protect, hold harmless and defend the City and any agency or instrumentality thereof, its officers, employees and agents from all claims, actions, or proceedings against the City to attack, set aside, void, annul, or seek damages arising out of an approval of the City, or any agency or commission thereof, concerning this project. City shall promptly notify both the property owner and applicant of any claim, action, or proceeding to which this condition is applicable. The City shall cooperate in the defense of the action, while reserving its right to act as it deems to be in the best interest of the City and the public. The property owner and applicant shall defend, indemnify and hold harmless the City for all costs and fees incurred in additional investigation or study, or for supplementing or revising any document, including, without limitation, environmental documents. If the City's legal counsel is required to enforce any condition of approval, the applicant shall pay for all costs of enforcement, including legal fees.
2. Any graffiti, as defined by the Huntington Park Municipal Code Section 5-27.02(d), shall be diligently removed within a reasonable time period.
3. That the property comply with the City's Standards for Exterior Colors, Section 9-3.103(3)(A) of the Huntington Park Municipal Code, prior to issuance of the Certificate of Occupancy.

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4. Except as set forth in subsequent conditions, all-inclusive, and subject to department corrections and conditions, the property shall be developed substantially in accordance with the applications, environmental assessment, and plans submitted.
5. That a minimum 10'-0" landscape planter and permanent irrigation be provided along Marbrisa Avenue; with the exception of driveways and walkways and that landscaping be provided in areas not used for vehicle parking, vehicle circulation or pedestrian access.
6. That all proposed mechanical equipment and appurtenances, including satellite dishes, gutters etc., whether located on the rooftop, ground level or anywhere on the structure or property shall be completely shielded/enclosed so as not to be visible from public view and/or adjacent properties. Such shielding/enclosure of facilities shall be of compatible design related to the building structure for which such facilities are intended to serve and shall be installed prior to the issuance of the Certificate of Occupancy as approved by the Planning Division.
7. That the property be maintained in a clean, neat, quiet, and orderly manner at all times and comply with the property maintenance standards as set forth in the Huntington Park Municipal Code Sections 8-9.02.1 and 9-3.103.18.
8. That a decorative trash enclosure, minimum of twenty-four (24) square feet, with trellis be provided on-site, as approved by the Planning Division prior to issuance of Certificate of Occupancy. Trash and recyclable material bins shall be kept within the approved trash enclosure area only. The trash area shall be kept free of trash overflow and maintained in a clean manner at all times.
9. That the applicant comply with the City's requirement for Publicly Visible Art or pay in-lieu art fees in accordance with HPMC Title 9, Chapter 3, Article 17 prior to Building Permit issuance.
10. That the applicant shall be subject to the park dedication requirement, or payment of fees in lieu thereof, or both, as established by Title 9, Chapter 3, Article 16.
11. That the applicant provide private outdoor usable space for each dwelling unit in accordance with Title 9, Chapter 4, Article 1.
12. That the applicant comply with all of the provisions of Title 7, Chapter 9 of the Huntington Park Municipal Code relating to Storm Water Management. The applicant shall also comply with all requirements of the National Pollutant Discharge Elimination System (NPDES), Model Programs, developed by the County of Los Angeles Regional Water Quality Board. This includes compliance with the City's Low Impact Development (LID) requirements.

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13. That the Permit shall expire in the event the entitlement is not exercised within one (1) year from the date of approval, unless an extension has been granted by the Planning Commission.
14. That the entitlement shall be subject to review for compliance with conditions of the issuance at such intervals as the City Planning Commission shall deem appropriate.
15. That should the operation of this facility be granted, deemed, conveyed, transferred, or should a change in management or proprietorship occur at any time, this Permit shall be reviewed.
16. That any violation of the conditions of this entitlement may result in a citation or revocation of the entitlement.
17. That this permit may be subject to additional conditions after its original issuance. Such conditions shall be imposed by the City Planning Commission as deemed appropriate to address problems of land use compatibility, operations, aesthetics, security, noise, safety, crime control, or to promote the general welfare of the City.
18. That the applicant shall comply and satisfy any and all conditions set by applicable departments or agencies, including but not limited to: Building and Safety Division, Engineering Department, and the Fire Department.
19. That the Director of Community Development or his designee is authorized to make minor modifications to the approved preliminary plans or any of the conditions if such modifications shall achieve substantially the same results, as would strict compliance with said plans and conditions.
20. That the applicant and property owner agree in writing to the above conditions.

BUILDING AND SAFETY

21. The initial plan check fee will cover the initial plan check and one recheck **only**. Additional review required beyond the first recheck shall be paid for on an hourly basis in accordance with the current fee schedule.
22. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
23. School Developmental Fees shall be paid to the School District prior to the issuance of the building permit.
24. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.

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November 18, 2015

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25. Art fee shall be paid to the City prior to issuance of the building Permit.
26. Recycling deposit shall be filed prior to issuance of the building permit to the satisfaction of the recycling coordinator.
27. The new units shall be addressed as 7007 MARBRISA AVE UNIT A & B and an application to assign address and unit numbers shall be filed with Building Division prior to plan check submittal.
28. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.
29. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.
30. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
31. The building permit will not be issued until the property has been surveyed and the boundaries marked by a land surveyor licensed by the State of California
32. Foundation inspection will not be made until setback on the south, west and north side of the proposed structure has been surveyed and the location of the footings has been determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.
33. All fire sprinkler hangers must be designed and their location approved by an engineer or an architect. Calculations must be provided indicating that the hangers are designed to carry the tributary weight of the water filled pipe plus a 250 pound point load. A plan indication this information must be stamped by the engineer or the architect and submitted for approval prior to issuance of the building permit
34. Separate permit is required for Fire Sprinklers.

EXHIBITS:

- A: Vicinity Map
- B: Site Plan
- C: Floor Plans
- D: Elevations
- E: Entitlement Application/Environmental Assessment Checklist
- F: PC Resolution No. 2015-08

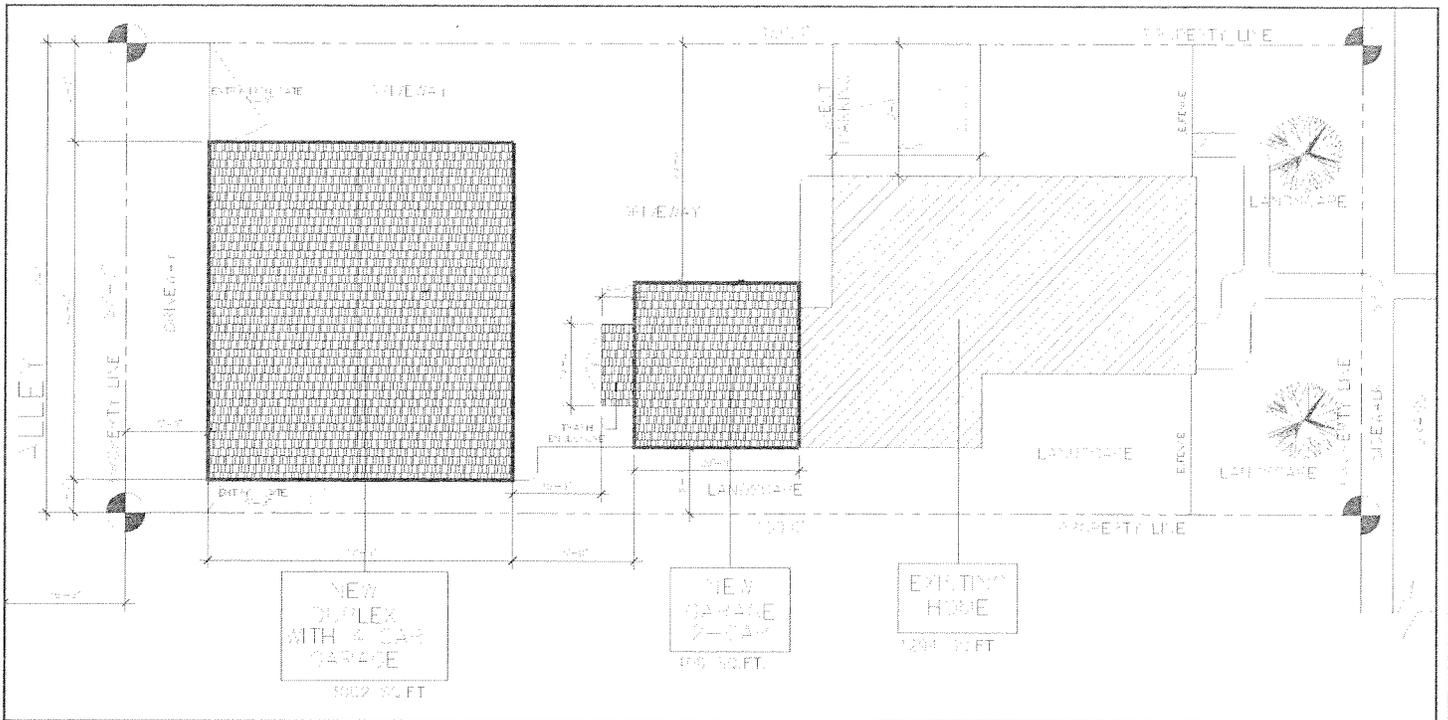
SUBJECT SITE:
7005 Marbrisa Avenue
Huntington Park, CA 90255



VICINITY MAP

EXHIBIT A

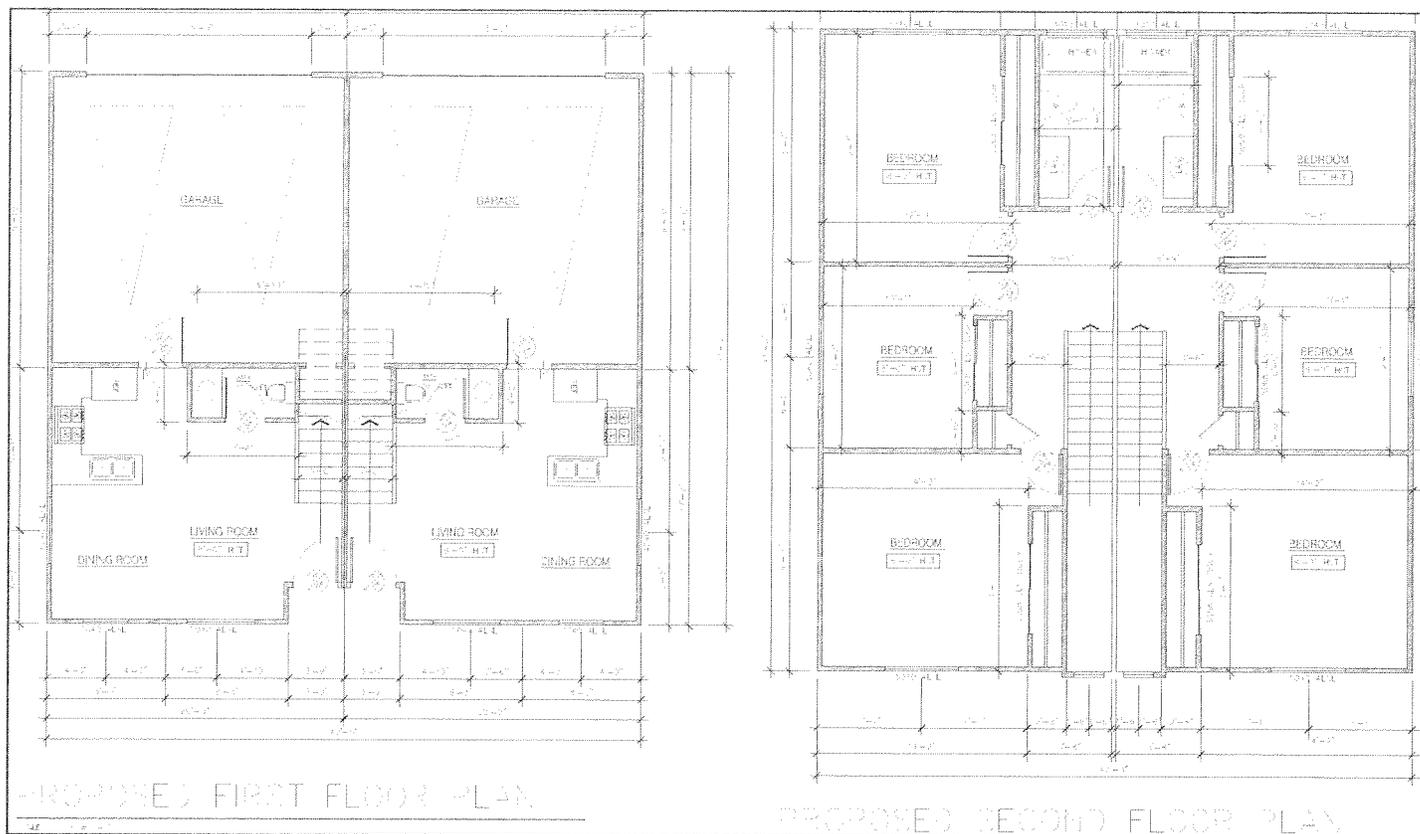
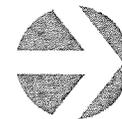
CASE NO. 2015-08 DP/VAR



SITE PLAN

EXHIBIT B

CASE NO. 2015-08 DP/VAR



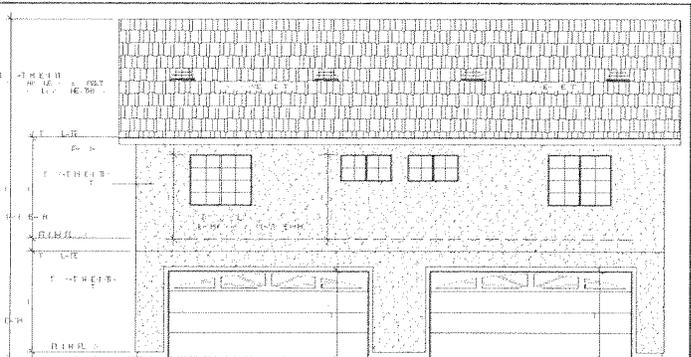
FLOOR PLANS

EXHIBIT C

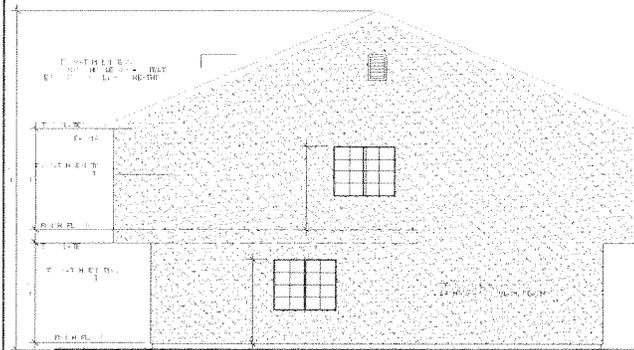
CASE NO. 2015-08 DP/VAR



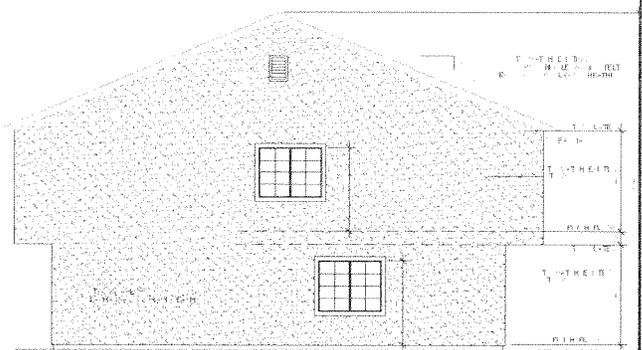
EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

ELEVATIONS

EXHIBIT D

CASE NO. 2015-08 DP/VAR

**DEVELOPMENT PERMIT APPLICATION,
VARIANCE APPLICATION,
&
ENVIRONMENTAL ASSESSMENT CHECKLIST**

EXHIBIT E

CASE NO. 2015-08 DP/VAR



CITY OF HUNTINGTON PARK
 Community Development Dept. • Planning Division
 6550 Miles Avenue, Huntington Park, CA 90255
 Tel. (323) 584-6210 • planning@huntingtonpark.org

DEVELOPMENT PERMIT APPLICATION

FOR OFFICE USE ONLY

Date Filed: _____ File No.: _____ Fee/Receipt No.: _____ Initials: _____

PROJECT INFORMATION

Project Address: 7005 Marbrisa Ave. Huntington Park, CA 90255
 General Location: Between Florence Ave. & Saturn Ave.
 Assessors Parcel Number (APN): 6321-030-008

APPLICANT'S INFORMATION

Applicant: Juan Gutierrez
 Mailing Address: 7033 Bonnie Vale Place, Pico Rivera, CA 90060
 Phone 1: 323.500.5127 Phone 2: _____ Fax: _____

PROPERTY OWNER'S INFORMATION

Property Owner: Juan Gutierrez
 Mailing Address: 7033 Bonnie Vale Place, Pico Rivera, CA 90060
 Phone 1: 323.500.5127 Phone 2: _____ Fax: _____

PROJECT DESCRIPTION (Check as Appropriate):

Interior Improvement(s) Only Addition to Existing Structure New Structure

Other Improvements (Describe): _____

Describe in detail the proposed development:

Add 4 car garage w/ 2 dwelling units on 1st & 2nd Floor, & add new 2 car garage attached to existing SFR.

TYPE OF USE (Check as Appropriate):

Residential Retail/Office Commercial Restaurant Industrial/Manufacturing

Other (Describe): _____

Square Footage of New Development/Addition: 3164 sqft.

Total Square Footage: 4858

Lot Coverage: 8550 Off-Street Parking Spaces Provided: 7 No. of Floors: 2

CERTIFICATE AND AFFIDAVIT OF APPLICANT: I/We certify that all statements made on this application are true and complete to the best of my knowledge. I/We understand that any false statements may result in denial of the requested permit or revocation of any issued permit. I/We further certify that I am, or have permission by, the property owner to conduct the proposed development applied for herein.

 Signature of Applicant

 Date



CITY OF HUNTINGTON PARK

Community Development Dept. • Planning Division
6550 Miles Avenue, Huntington Park, CA 90255
Tel. (323) 584-6210 • planning@huntingtonpark.org

VARIANCE APPLICATION

FOR OFFICE USE ONLY

Date Filed: _____ File No.: _____ Fee/Receipt No.: _____ Initials: _____

PROJECT INFORMATION

Project Address: 7005 marbrisa ave

General Location: Florence & Marbrisa

Assessors Parcel Number (APN): 6321-030-002

APPLICANT'S INFORMATION

Applicant: Juan Gutierrez

Mailing Address: 7033 Bonnie Vale Pl Pico Rivera, CA

Phone 1: 303 500 5127 Phone 2: _____ Fax: _____

PROPERTY OWNER'S INFORMATION

Property Owner: SAME ↗

Mailing Address: _____

Phone 1: _____ Phone 2: _____ Fax: _____

REQUEST

I/We hereby request a Variance for the following purpose:

Reduce lot width & size

In order for the Planning Commission to approve a Variance, the Huntington Park Municipal Code requires that all of the following findings be made:

- A. That there are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this Code denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;
- B. That granting the Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zoning district and unavailable to the property for which the Variance is sought;
- C. That granting the Variance will not be detrimental to the public health, safety, or welfare, or injurious to the property or improvements in the vicinity and zoning district in which the property is located;
- D. That granting the Variance does not constitute a special privilege inconsistent with the limitations upon other property in the vicinity and zoning district in which the property is located;
- E. That granting the Variance does not allow a use or activity which is not otherwise expressly authorized by the regulations governing the subject parcel; and
- F. That granting the Variance will not be inconsistent with the General Plan.

In order for the Planning Commission to determine if these findings are present in your case, the following questions must be answered by the applicant:

1. The site for this proposed use is adequate in size and shape. (Explain)

Already has residential use

2. The site has sufficient access to street and highways that are adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use. (Explain)

The site & neighboring properties are all residential

3. The proposed use will not be materially detrimental, nor have an adverse effect upon adjacent uses, buildings, or structures. (Explain)

Same as neighboring uses

4. The proposed Variance will not be in conflict with the General Plan. (Explain)

Property is located in a residential area

CERTIFICATE AND AFFIDAVIT OF APPLICANT: I/We certify that all statements made on this application are true and complete to the best of my knowledge. I/We understand that any false statements may result in denial of the requested permit or revocation of any issued permit. I/We further certify that I am, or have permission by, the property owner to conduct the proposed development applied for herein.

Applicant Signature (Required)

Date _____

Print Name

Note: If the applicant is not the property owner, the owner of the property must sign the application or a written authorization must be submitted so that the applicant may file the application.

Property Owner Signature (Required)

Date _____

Print Name



CITY OF HUNTINGTON PARK
 Community Development Dept. • Planning Division
 6550 Miles Avenue, Huntington Park, CA 90255
 Tel. (323) 584-6210 • planning@huntingtonpark.org

ENVIRONMENTAL INFORMATION FORM

FOR OFFICE USE ONLY

Date Filed: _____ File No.: _____ Fee/Receipt No.: _____ Initials: _____

1. **Applicant** (please circle whether Owner, Leasee, Purchaser or Representative):
 Name: Juan Gutierrez
 Address: 7033 Bonnie Vale Pl. Pico Rivera, CA 90660
 Telephone: 323-500-5127 Fax: _____

2. **Contact Person** concerning this project:
 Name: Same As Above
 Address: _____
 Telephone: _____ Fax: _____

3. **Address of project:** 7005 Marbrisa Ave
Huntington Park, CA 90255

4. **Assessor's Parcel Number (APN):** 6321-030-008

5. **Indicate type of permit application(s)** (i.e. Conditional Use Permit, Development Permit, Variance, etc.) **for the project to which this form pertains:**
Development Permit

6. **List any other permits and/or other public agency approvals required for this project, including those required by City, County, State and/or Federal agencies:**

7. **Existing Zone:** R-H

8. **Proposed use of site:** Residential

9. Site size (lot dimensions and square footage):

57.29' x 150' 8,593

10. Project size:

Square feet to be added/constructed to structure(s):

3164 sq. ft.

Total square footage of structure(s): 4858

11. Number of floors of construction:

Existing: One

Proposed: Two

12. Parking:

Amount required: 7, (2 per dwelling unit, 1 Guest space)

Amount provided: 7 spaces

13. Anticipated time scheduling of project: 4 months

14. Proposed phasing of development: One Phase

15. If residential, include number of units, schedule of unit sizes, range of sale/rent prices, and type of household size expected:

Two Units, 3002 sqft.

16. If commercial, indicate the type of commercial use, estimated employment per shift, proposed hours of operations, indicate whether neighborhood, City or Regionally oriented, square footage of sales area, and loading locations:

n/a

17. If industrial, indicate type of industrial or manufacturing use, estimated employment per shift, proposed hours of operations, and loading locations:

n/a

18. If institutional, indicate type of institutional use, estimated employment per shift, proposed hours of operations, estimated occupancy, loading locations, and community benefits to be derived from the project:

n/a

Please complete numbers 19 through 33 by marking "A" through "D" and briefly discuss any items marked "A" "B" or "C" (attach additional sheets as necessary). Items marked "D" do not need discussion.

A) Potentially Significant Impact

B) Potentially Significant Impact Unless Mitigation Incorporated

C) Less than Significant Impact

D) No Impact

AESTHETICS

19. Would the proposed project:

a. Affect a scenic vista?

D

b. Have a demonstrable negative aesthetic effect?

D

c. Create light or glare?

D

AIR QUALITY

20. Would the proposed project:

a. Affect air quality or contribute to an existing or projected air quality violation?

D

b. Create or cause smoke, ash, or fumes in the vicinity?

D

c. Create objectionable odors?

D

BIOLOGICAL RESOURCES

21. Would the proposed project:

- a. Remove of any existing trees or landscaping?

D

CULTURAL RESOURCES:

22. Would the proposed project:

- a. Affect historical resources?
- b. Have the potential to cause a significant physical change which would affect unique ethnic cultural values?

D

D

GEOLOGY AND SOILS

23. Would the proposed project:

- a. Result in erosion, changes in topography or unstable soil conditions from excavation, grading or fill?
- b. Be located on expansive soils?
- c. Result in unique geologic or physical features?

D

D

D

HAZARDS

24. Would the proposed project:

- a. Create a risk of accidental explosion or release of hazardous substances (including, but not limited to: oil, pesticides, chemicals or radiation)?
- b. The use or disposal of potentially hazardous materials (i.e. toxic or flammable substances)?
- c. The creation of any health hazard or potential health hazard?
- d. Exposure of people to existing sources of potential health hazards?

D

D

D

D

HYDROLOGY AND WATER QUALITY

25. Would the proposed project:

- a. Change water drainage patterns?
- b. Change the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations or through substantial loss of groundwater recharge capabilities?

D

D

- c. Impact groundwater quality? D
- d. Substantially reduce the amount of groundwater otherwise available for public water supplies? D

LAND USE AND PLANNING

26. Would the proposed project:
- a. Conflict with the Zoning or General Plan designation? D
 - b. Be incompatible with existing land use in the vicinity? D
 - c. Disrupt or divide the physical arrangement of an established community? D

MINERAL AND ENERGY RESOURCES

27. Would the proposed project:
- a. Conflict with the conservation of water? D
 - b. Use non-renewable resources in a wasteful and/or inefficient manner? D
 - c. Substantially increase energy consumption (i.e. electricity, oil, natural gas, etc.)? D

NOISE

28. Would the proposed project result in:
- a. Increase to existing noise levels? D
 - b. Exposure of people to severe noise levels? D

POPULATION AND HOUSING

29. Would the proposed project:
- a. Induce substantial growth in an area either directly or indirectly (i.e. through population growth or infrastructure use)? D
 - b. Displace existing housing, especially affordable housing? D

PUBLIC SERVICES

30. Would the proposal result in a need for new or altered government services for any of the following public services:
- a. Fire protection? D

- b. Police protection? D
- c. Schools? D
- d. Maintenance of public facilities, including roads? D
- e. Other governmental services? D

RECREATION

31. **Would the proposed project:**
- a. Increase the demand for neighborhood or regional parks or other recreational facilities? D
 - b. Affect existing recreational opportunities? D

TRANSPORTATION AND TRAFFIC

32. **Would the proposed project:**
- a. Increase vehicle trips or traffic congestion? D
 - b. Increase hazards to safety from design features (i.e. sharp curves or dangerous intersections)? D
 - c. Inadequate access to nearby uses? D
 - d. Insufficient on-site parking capacity? D
 - e. Hazards or barriers for pedestrians or bicyclists? D

UTILITIES AND SERVICE SYSTEMS

33. **Would the proposed project result in a need for new systems or supplies, or alterations to the following utilities:**
- a. Power or natural gas? D
 - b. Communications systems? D
 - c. Local or regional water treatment or distribution facilities? D
 - d. Sewer or septic tanks? D
 - e. Storm water drainage? D
 - f. Solid waste disposal? D
 - g. Local or regional water supplies? D

34. Describe the project site as it exists before the project, including any existing structures on the site, and the use of the structures (i.e. residential, commercial, industrial, etc.) Attach photographs of the site and of the surrounding land uses.

Back Yard Full of Dirt

35. Describe the intensity of land use (i.e. single-family, apartment dwellings, shopping center, etc.), and specifications of development (i.e. height, primary frontage, secondary frontage, setbacks, rear yard, etc.).

Multi family Apartment Dwellings

CERTIFICATION: I hereby certify that the statements furnished above and in the attached plans present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.

Applicant (Signature)

Date

P.C. RESOLUTION NO. 2015-08 DP/VAR

EXHIBIT F

CASE NO. 2015-08 DP/VAR

1 RESOLUTION NO. 2015-08

2 A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON
3 PARK, STATE OF CALIFORNIA, APPROVING A DEVELOPMENT PERMIT TO
4 ALLOW THE CONSTRUCTION OF TWO NEW RESIDENTIAL DWELLING UNITS,
5 AND A VARIANCE TO DEVIATE FROM THE R-H DEVELOPMENT STANDARDS, ON
6 PROPERTY LOCATED AT 7005 MARBRISA AVENUE, WITHIN THE RESIDENTIAL
7 HIGH-DENSITY (R-H) ZONE.

8 WHEREAS, a public hearing was held in the City Hall, 6550 Miles Avenue,
9 Huntington Park, California on Wednesday, November 18, 2015 at 6:30 p.m. pursuant to
10 the notice published and posted as required by law in accordance with the provisions of
11 the Huntington Park Municipal Code (HPMC), upon an application from Juan Gutierrez,
12 requesting Planning Commission approval of a Development Permit to allow the
13 construction of two new residential dwelling units, and a Variance to deviate from the R-
14 H development standards, on property located at 7005 Marbrisa Avenue, within the High
15 Density Residential (R-H) Zone at the property described below:

16 Assessor's Parcel No. 6321-030-008, City of Huntington Park, County of Los
17 Angeles; and

18 WHEREAS, the Planning Division has reviewed the request and has found that all of
19 the required findings for approval of a Development Permit and a Variance can be made
20 as required by the Municipal Code; and

21 WHEREAS, the Planning Commission has considered the environmental impact
22 information relative to the proposed request; and

23 WHEREAS, all persons appearing for or against the approval of the Development
24 Permit and a Variance were given the opportunity to be heard in connection with said
25 matter; and

26 WHEREAS, all written comments received prior to the hearing, and responses to
27 such comments, were reviewed by the Planning Commission; and

28 WHEREAS, the Planning Commission is required to announce its findings and
recommendations.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF

1 HUNTINGTON PARK DOES FIND, DETERMINE, RECOMMEND AND RESOLVES AS
2 FOLLOWS:

3 **SECTION 1:** Based on the evidence in the Environmental Assessment
4 Questionnaire, the Planning Commission adopts the findings in said Questionnaire and
5 determines that the project, as proposed, will have no significant adverse effect on the
6 environment is exempt from CEQA pursuant to Section 15332 (In-Fill Development
7 Projects).

8 **SECTION 2:** The Planning Commission hereby finds that all of the following
9 required findings can be made for a Development Permit in connection with Case No.
10 2015-08 DP/VAR:

- 11 **1. The proposed development is one permitted within the subject zoning**
12 **district and complies with all of the applicable provisions of this Code,**
13 **including prescribed development/site standards.**

14 **Finding:** The subject zoning district is High Density Residential (R-H). Per HPMC
15 Section 9-4.101(2)(C), the “zone is intended to provide for high density attached
16 multi-family dwellings.” Moreover, HPMC Section 9-4.102, Table IV-1 indicates
17 that “multi-family dwellings” are allowed in the R-H zone subject to a Development
18 Permit. Based on the aforementioned, the proposed housing development is
19 permitted within this zone. The proposed development complies with all
20 development standards except for the required lot size and lot width, for which the
21 applicant is requesting a Variance.

- 22 **2. The proposed development is consistent with the General Plan.**

23 **Finding:** One of the goals of the Housing Element, found within the City’s General
24 Plan, is to provide a diversity of residential development types in Huntington Park,
25 including low density single-family homes, moderate density townhomes, and
26 higher density apartments and condominiums in order to address the City’s share
27 of regional housing needs. This proposed project coincides with this goal and
28 thus is consistent with the General Plan.

1 **3. The proposed development would be harmonious and compatible with**
2 **existing and planned future developments within the zoning district and**
3 **general area, as well as with the land uses presently on the subject**
4 **property.**

5 **Finding:** The proposed housing project is harmonious and compatible with the
6 existing residential uses presently located within the vicinity and zoning district.
7 The subject site is located in the R-H zone. The properties immediately
8 surrounding the site are developed with single-family and multi-family residential
9 structures. Although the surrounding neighborhood is impacted by the lack of on-
10 street parking, the proposed project complies with the minimum Municipal Code
11 requirement for off-street parking, including one guest parking space. The
12 proposed development would be compatible with existing surrounding uses,
13 therefore, will not adversely impact the subject site or surrounding area.

14 **4. The approval of the Development Permit for the proposed project is in**
15 **compliance with the requirements of the California Environmental Quality**
16 **Act (CEQA) and the City's Guidelines.**

17 **Finding:** Pursuant to the provisions of CEQA, it has been determined that
18 approval of the Development Permit for the proposed project is exempt from
19 CEQA pursuant to Section 15332 (In-Fill Development Projects).

20 **5. The subject site is physically suitable for the type and density/intensity of**
21 **use being proposed.**

22 **Finding:** Based on field observations, the subject site is physically suitable for the
23 proposed housing development. The site design has adequate circulation for
24 vehicles, parking, and access from the public alley at the rear. The applicant's
25 proposed project complies with the density requirement of the R-H zone (20 units
26 per acre) and the more restrictive R-M zone (17.4 units per acre).

27 **6. There are adequate provisions for public access, water, sanitation and**
28 **public utilities and services to ensure that the proposed development would**

1 **not be detrimental to public health, safety and general welfare.**

2 **Finding:** Pedestrian access to the site is provided through Marbrisa Avenue and
3 vehicular access is provided through the alley at the rear. The site also has
4 adequate existing sanitation, public utilities and services. The proposed
5 development was reviewed by the City's Engineer and Building Official and they
6 have determined that the project will not significantly intensify public access,
7 water, sanitation, public utilities or services.

8 **7. The design, location, size and operating characteristics of the proposed**
9 **development would not be detrimental to the public health, safety, or**
10 **welfare of the City.**

11 **Finding:** As proposed, it is not anticipated that the proposed development will
12 create significant noise, traffic, or other conditions that may create adverse
13 impacts to the adjacent uses. The design, size, and location of the project site are
14 adequate to support the proposed development. Thus, it is expected that the
15 development will not be detrimental to the public health, safety, or welfare.

16 **SECTION 3:** The Planning Commission hereby finds that all of the following
17 required findings can be made for a Variance in connection with Case No. 2015-08
18 DP/VAR:

19 **1. That there are special circumstances applicable to the property, including**
20 **location, shape, size, surroundings, or topography so that the strict**
21 **application of this Code denies the property of privileges enjoyed by other**
22 **property in the vicinity and under identical zoning district classification.**

23 **Finding:** The subject property is located within the City's R-H zone and is
24 surrounded by multi-family uses. The development standards for lot width and lot
25 size, 100 feet and 15,000 square feet respectively, within the R-H zone are so
26 strict that most of the properties within this zone do not comply with these
27 requirements. Therefore, because the site is located within the R-H zone, it
28 restricts the property from being developed and improved due to the strict lot

1 width and lot size requirements that cannot be met by any of the surrounding
2 properties. Department policy has allowed for developers of properties in the R-H
3 zone to request a Variance for the development of multi-family units if the
4 development can comply with the R-M zone standards.

5 **2. That granting the Variance is necessary for the preservation and enjoyment**
6 **of a substantial property right possessed by other property in the same**
7 **vicinity and zoning district and unavailable to the property for which the**
8 **Variance is sought.**

9 **Finding:** With the exception of the lot width and lot size requirements, the
10 applicant's proposed project will comply with all applicable development standards
11 such as setbacks, density, and parking. Other properties within the property's
12 vicinity are overdeveloped and non-conforming via deficient parking, setbacks,
13 and density. Additionally, none of the properties within the vicinity meet with
14 zoning district's strict development standards for minimum lot width and lot size.

15 **3. That granting the Variance will not be detrimental to the public health, safety,**
16 **or welfare, or injurious to the property or improvements in the vicinity and**
17 **zoning district in which the property is located.**

18 **Finding:** The applicant's request to deviate from the zoning district's minimum
19 development standards for lot width and lot size (100 feet and 15,000 square feet
20 respectively) is not expected to be detrimental to the property or the vicinity. The
21 area is surrounded by similar type of residential multi-family uses, as intended for
22 the subject zoning district. The applicant's proposed project will improve the site
23 with new construction that will comply with other applicable development
24 standards, including: parking, density, and setbacks.

25 **4. That granting the Variance does not constitute a special privilege**
26 **inconsistent with the limitations upon other property in the vicinity and**
27 **zoning district in which the property is located.**

28 **Finding:** In comparing the location of the subject site and other similar

1 surrounding properties, the granting of a Variance for a reduction of lot width and
2 lot size would not constitute a special privilege as there are existing multi-family
3 properties within the vicinity. However, unlike most of the existing neighboring
4 properties, the applicant's proposal would comply with all other develop
5 standards. None of the existing neighboring multi-family properties within the
6 vicinity comply with the zoning district's minimum lot width and lot size.
7 Additionally, some neighboring properties do not comply with parking, set-backs,
8 or density. The applicant's proposal will comply with other applicable
9 development standards, including: parking, density, and setbacks.

10 **5. That granting the Variance does not allow a use or activity which is not**
11 **otherwise expressly authorized by the regulations governing the subject**
12 **parcel.**

13 **Finding:** The applicant's proposed use is allowed within the zoning district. The
14 strict lot width and lot size requirements prevents any neighboring property from
15 being developed as none of them can meet these minimum standards. The
16 corresponding zoning district, R-H, is intended for multi-family uses. Additionally,
17 the property is surrounded by multi-family uses.

18 **6. That granting the Variance will not be inconsistent with the General Plan.**

19 **Finding:** One of the goals of the Housing Element, found within the City's General
20 Plan, is to provide a diversity of residential development types in Huntington Park,
21 including low density single-family homes, moderate density townhomes, and
22 higher density apartments and condominiums in order to address the City's share
23 of regional housing needs. This proposed project coincides with this goal and
24 thus is consistent with the General Plan.

25 **SECTION 4:** The Planning Commission hereby approves Case No. 2015-08
26 DP/VAR, a request for approval of a Development Permit to allow the construction of two
27 new residential dwelling units, and a Variance to deviate from the R-H development
28 standards, on property located at 7005 Marbrisa Avenue, in the R-H Zone, subject to the

1 execution and fulfillment of the following conditions:

- 2 1. That the property owner and applicant shall indemnify, protect, hold harmless and
3 defend the City and any agency or instrumentality thereof, its officers, employees
4 and agents from all claims, actions, or proceedings against the City to attack, set
5 aside, void, annul, or seek damages arising out of an approval of the City, or any
6 agency or commission thereof, concerning this project. City shall promptly notify
7 both the property owner and applicant of any claim, action, or proceeding to which
8 this condition is applicable. The City shall cooperate in the defense of the action,
9 while reserving its right to act as it deems to be in the best interest of the City and
10 the public. The property owner and applicant shall defend, indemnify and hold
11 harmless the City for all costs and fees incurred in additional investigation or study,
12 or for supplementing or revising any document, including, without limitation,
13 environmental documents. If the City's legal counsel is required to enforce any
14 condition of approval, the applicant shall pay for all costs of enforcement, including
15 legal fees.
- 16 2. Any graffiti, as defined by the Huntington Park Municipal Code Section 5-27.02(d),
17 shall be diligently removed within a reasonable time period.
- 18 3. That the property comply with the City's Standards for Exterior Colors, Section 9-
19 3.103(3)(A) of the Huntington Park Municipal Code, prior to issuance of the
20 Certificate of Occupancy.
- 21 4. Except as set forth in subsequent conditions, all-inclusive, and subject to department
22 corrections and conditions, the property shall be developed substantially in
23 accordance with the applications, environmental assessment, and plans submitted.
- 24 5. That a minimum 10'-0" landscape planter and permanent irrigation be provided
25 along Marbrisa Avenue; with the exception of driveways and walkways and that
26 landscaping be provided in areas not used for vehicle parking, vehicle circulation or
27 pedestrian access.
- 28 6. That all proposed mechanical equipment and appurtenances, including satellite

1 dishes, gutters etc., whether located on the rooftop, ground level or anywhere on the
2 structure or property shall be completely shielded/enclosed so as not to be visible
3 from public view and/or adjacent properties. Such shielding/enclosure of facilities
4 shall be of compatible design related to the building structure for which such facilities
5 are intended to serve and shall be installed prior to the issuance of the Certificate of
6 Occupancy as approved by the Planning Division.

- 7 7. That the property be maintained in a clean, neat, quiet, and orderly manner at all
8 times and comply with the property maintenance standards as set forth in the
9 Huntington Park Municipal Code Sections 8-9.02.1 and 9-3.103.18.
- 10 8. That a decorative trash enclosure, minimum of twenty-four (24) square feet, with
11 trellis be provided on-site, as approved by the Planning Division prior to issuance of
12 Certificate of Occupancy. Trash and recyclable material bins shall be kept within the
13 approved trash enclosure area only. The trash area shall be kept free of trash
14 overflow and maintained in a clean manner at all times.
- 15 9. That the applicant comply with the City's requirement for Publicly Visible Art or pay
16 in-lieu art fees in accordance with HPMC Title 9, Chapter 3, Article 17 prior to
17 Building Permit issuance.
- 18 10. That the applicant shall be subject to the park dedication requirement, or payment of
19 fees in lieu thereof, or both, as established by Title 9, Chapter 3, Article 16.
- 20 11. That the applicant provide private outdoor usable space for each dwelling unit in
21 accordance with Title 9, Chapter 4, Article 1.
- 22 12. That the applicant comply with all of the provisions of Title 7, Chapter 9 of the
23 Huntington Park Municipal Code relating to Storm Water Management. The
24 applicant shall also comply with all requirements of the National Pollutant Discharge
25 Elimination System (NPDES), Model Programs, developed by the County of Los
26 Angeles Regional Water Quality Board. This includes compliance with the City's
27 Low Impact Development (LID) requirements.
- 28 13. That the Permit shall expire in the event the entitlement is not exercised within one

1 (1) year from the date of approval, unless an extension has been granted by the
2 Planning Commission.

3 14. That the entitlement shall be subject to review for compliance with conditions of the
4 issuance at such intervals as the City Planning Commission shall deem appropriate.

5 15. That should the operation of this facility be granted, deemed, conveyed, transferred,
6 or should a change in management or proprietorship occur at any time, this Permit
7 shall be reviewed.

8 16. That any violation of the conditions of this entitlement may result in a citation or
9 revocation of the entitlement.

10 17. That this permit may be subject to additional conditions after its original issuance.
11 Such conditions shall be imposed by the City Planning Commission as deemed
12 appropriate to address problems of land use compatibility, operations, aesthetics,
13 security, noise, safety, crime control, or to promote the general welfare of the City.

14 18. That the applicant shall comply and satisfy any and all conditions set by applicable
15 departments or agencies, including but not limited to: Building and Safety Division,
16 Engineering Department, and the Fire Department.

17 19. That the Director of Community Development or his designee is authorized to make
18 minor modifications to the approved preliminary plans or any of the conditions if such
19 modifications shall achieve substantially the same results, as would strict
20 compliance with said plans and conditions.

21 20. That the applicant and property owner agree in writing to the above conditions.

22 **BUILDING AND SAFETY**

23 21. The initial plan check fee will cover the initial plan check and one recheck **only**.
24 Additional review required beyond the first recheck shall be paid for on an hourly
25 basis in accordance with the current fee schedule.

26 22. The second sheet of building plans is to list all conditions of approval and to include
27 a copy of the Planning Commission Decision letter. This information shall be
28 incorporated into the plans prior to the first submittal for plan check.

- 1 23. School Developmental Fees shall be paid to the School District prior to the issuance
2 of the building permit.
- 3 24. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance
4 of the building permit.
- 5 25. Art fee shall be paid to the City prior to issuance of the building Permit.
- 6 26. Recycling deposit shall be filed prior to issuance of the building permit to the
7 satisfaction of the recycling coordinator.
- 8 27. The new units shall be addressed as 7007 MARBRISA AVE UNIT A & B and an
9 application to assign address and unit numbers shall be filed with Building Division
10 prior to plan check submittal.
- 11 28. In accordance with paragraph 5538(b) of the California Business and Professions
12 Code, plans are to be prepared and stamped by a licensed architect.
- 13 29. Structural calculations prepared under the direction of an architect, civil engineer or
14 structural engineer shall be provided.
- 15 30. A grading and drainage plan shall be approved prior to issuance of the building
16 permit. The grading and drainage plan shall indicate how all storm drainage
17 including contributory drainage from adjacent lots is carried to the public way or
18 drainage structure approved to receive storm water.
- 19 31. The building permit will not be issued until the property has been surveyed and the
20 boundaries marked by a land surveyor licensed by the State of California
- 21 32. Foundation inspection will not be made until setback on the south, west and north
22 side of the proposed structure has been surveyed and the location of the footings
23 has been determined to be in accordance with the approved plans by a land
24 surveyor licensed by the State of California. THIS NOTE IS TO BE PLACED ON
25 THE FOUNDATION PLAN IN A PROMINENT LOCATION.
- 26 33. All fire sprinkler hangers must be designed and their location approved by an
27 engineer or an architect. Calculations must be provided indicating that the hangers
28 are designed to carry the tributary weight of the water filled pipe plus a 250 pound

1 point load. A plan indication this information must be stamped by the engineer or the
2 architect and submitted for approval prior to issuance of the building permit

3 34. Separate permit is required for Fire Sprinklers.

4 **SECTION 5:** This resolution shall not become effective until 15 days after the date
5 of decision rendered by the Planning Commission, unless within that period of time it is
6 appealed to the City Council. The decision of the Planning Commission shall be stayed
7 until final determination of the appeal has been effected by the City Council.

8 **SECTION 6:** The Secretary of the Planning Commission shall certify to the adoption
9 of this resolution and a copy thereof shall be filed with the City Clerk.

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1 PASSED, APPROVED, AND ADOPTED this 18st day of November, 2015, by the
2 following vote:

3 AYES:

4 NOES:

5 ABSTAIN:

6 ABSENT:

7 HUNTINGTON PARK PLANNING COMMISSION

8

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Chairperson

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14 ATTEST:

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18 Secretary

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

3 **SECTION 1:** Pursuant to the California Environmental Quality Act (CEQA), it has
4 been determined that adoption and implementation of the proposed Resolution is exempt from
5 environmental review, as it meets the following criteria for a Categorical exemption under CEQA
6 guidelines (Class 32 –Infill Development):

7 A. CEQA Guidelines Section 15332(a). The project is consistent with the applicable
8 general plan designation and all applicable general plan policies as well as with applicable zoning
9 designation and regulations.

10 B. CEQA Guidelines Section 15332(b). The proposed development occurs within city
11 limits on a project site of no more than five acres substantially surrounded by urban uses.

12 C. CEQA Guidelines Section 15332(c). The project site has no value, as habitat for
13 endangered, rare or threatened species.

14 D. CEQA Guidelines Section 15332(d). Approval of the project would not result in any
15 significant effects relating to: (1) traffic, (2) noise, (3) air quality, or (4) water quality.

16 E. CEQA Guidelines Section 15332(e). The site can be adequately served by all required
17 utilities and public services.

18 **SECTION 2:** If any section, subsection, sentence, clause, phrase, or portion of this
19 Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of
20 competent jurisdiction, such decision shall not affect the validity of the remaining portions of this
21 Resolution. The City Council of the City of Huntington Park hereby declares that it would have
22 adopted this Resolution and each section, subsection, sentence, clause, phrase or portion thereof,
23 irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or
24 portions may be declared invalid or unconstitutional.

25 **SECTION 3:** This Resolution shall take effect thirty 30 days after it final passage by the
26 City Council.

27 **SECTION 4:** The City Clerk shall certify to the passage of this Resolution and shall cause
28 the same to be published in the manner prescribed by law.

1 **SECTION 5:** The City Council hereby overturns the Planning Commission’s decision on
2 Case No. 2015-08, thereby approving a Development Permit and a Variance to allow the
3 construction of two new residential dwelling units at 7005 Marbrisa Avenue, subject to the
4 execution and fulfillment of the following conditions:

5 **PLANNING**

6 1. That the property owner and applicant shall indemnify, protect, hold harmless and defend the
7 City and any agency or instrumentality thereof, its officers, employees and agents from all claims,
8 actions, or proceedings against the City to attack, set aside, void, annul, or seek damages arising
9 out of an approval of the City, or any agency or commission thereof, concerning this project. City
10 shall promptly notify both the property owner and applicant of any claim, action, or proceeding to
11 which this condition is applicable. The City shall cooperate in the defense of the action, while
12 reserving its right to act as it deems to be in the best interest of the City and the public. The
13 property owner and applicant shall defend, indemnify and hold harmless the City for all costs and
14 fees incurred in additional investigation or study, or for supplementing or revising any document,
15 including, without limitation, environmental documents. If the City’s legal counsel is required to
16 enforce any condition of approval, the applicant shall pay for all costs of enforcement, including
17 legal fees.

18 2. Any graffiti, as defined by the Huntington Park Municipal Code Section 5-27.02(d), shall be
19 diligently removed within a reasonable time period.

20 3. That the property comply with the City’s Standards for Exterior Colors, Section 9-
21 3.103(3)(A) of the Huntington Park Municipal Code, prior to issuance of the Certificate of
22 Occupancy.

23 4. Except as set forth in subsequent conditions, all-inclusive, and subject to department
24 corrections and conditions, the property shall be developed substantially in accordance with the
25 applications, environmental assessment, and plans submitted.

26 5. That a minimum 10’-0” landscape planter and permanent irrigation be provided along
27 Marbrisa Avenue; with the exception of driveways and walkways and that landscaping be provided
28 in areas not used for vehicle parking, vehicle circulation or pedestrian access.

1 6. That all proposed mechanical equipment and appurtenances, including satellite dishes,
2 gutters etc., whether located on the rooftop, ground level or anywhere on the structure or property
3 shall be completely shielded/enclosed so as not to be visible from public view and/or adjacent
4 properties. Such shielding/enclosure of facilities shall be of compatible design related to the
5 building structure for which such facilities are intended to serve and shall be installed prior to the
6 issuance of the Certificate of Occupancy as approved by the Planning Division.

7 7. That the property be maintained in a clean, neat, quiet, and orderly manner at all times and
8 comply with the property maintenance standards as set forth in the Huntington Park Municipal
9 Code Sections 8-9.02.1 and 9-3.103.18.

10 8. That a decorative trash enclosure, minimum of twenty-four (24) square feet, with trellis be
11 provided on-site, as approved by the Planning Division prior to issuance of Certificate of
12 Occupancy. Trash and recyclable material bins shall be kept within the approved trash enclosure
13 area only. The trash area shall be kept free of trash overflow and maintained in a clean manner at
14 all times.

15 9. That the applicant comply with the City's requirement for Publicly Visible Art or pay in-lieu
16 art fees in accordance with HPMC Title 9, Chapter 3, Article 17 prior to Building Permit issuance.

17 10. That the applicant shall be subject to the park dedication requirement, or payment of fees in
18 lieu thereof, or both, as established by Title 9, Chapter 3, Article 16.

19 11. That the applicant provide private outdoor usable space for each dwelling unit in accordance
20 with Title 9, Chapter 4, Article 1.

21 12. That the applicant comply with all of the provisions of Title 7, Chapter 9 of the Huntington
22 Park Municipal Code relating to Storm Water Management. The applicant shall also comply with
23 all requirements of the National Pollutant Discharge Elimination System (NPDES), Model
24 Programs, developed by the County of Los Angeles Regional Water Quality Board. This includes
25 compliance with the City's Low Impact Development (LID) requirements.

26 13. That the Permit shall expire in the event the entitlement is not exercised within one (1) year
27 from the date of approval, unless an extension has been granted by the Planning Commission.

28 14. That the entitlement shall be subject to review for compliance with conditions of the issuance

1 at such intervals as the City Planning Commission shall deem appropriate.

2 15. That should the operation of this facility be granted, deemed, conveyed, transferred, or
3 should a change in management or proprietorship occur at any time, this Permit shall be reviewed.

4 16. That any violation of the conditions of this entitlement may result in a citation or revocation
5 of the entitlement.

6 17. That this permit may be subject to additional conditions after its original issuance. Such
7 conditions shall be imposed by the City Planning Commission as deemed appropriate to address
8 problems of land use compatibility, operations, aesthetics, security, noise, safety, crime control, or
9 to promote the general welfare of the City.

10 18. That the applicant shall comply and satisfy any and all conditions set by applicable
11 departments or agencies, including but not limited to: Building and Safety Division, Engineering
12 Department, and the Fire Department.

13 19. That the Director of Community Development or his designee is authorized to make minor
14 modifications to the approved preliminary plans or any of the conditions if such modifications
15 shall achieve substantially the same results, as would strict compliance with said plans and
16 conditions.

17 20. That the applicant and property owner agree in writing to the above conditions.

18 **BUILDING AND SAFETY**

19 21. The initial plan check fee will cover the initial plan check and one recheck **only**. Additional
20 review required beyond the first recheck shall be paid for on an hourly basis in accordance with the
21 current fee schedule.

22 22. The second sheet of building plans is to list all conditions of approval and to include a copy
23 of the Planning Commission Decision letter. This information shall be incorporated into the plans
24 prior to the first submittal for plan check.

25 23. School Developmental Fees shall be paid to the School District prior to the issuance of the
26 building permit.

27 24. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the
28 building permit.

- 1 25. Art fee shall be paid to the City prior to issuance of the building Permit.
- 2 26. Recycling deposit shall be filed prior to issuance of the building permit to the satisfaction of
3 the recycling coordinator.
- 4 27. The new units shall be addressed as 7007 MARBRISA AVE UNIT A & B and an application
5 to assign address and unit numbers shall be filed with Building Division prior to plan check
6 submittal.
- 7 28. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans
8 are to be prepared and stamped by a licensed architect.
- 9 29. Structural calculations prepared under the direction of an architect, civil engineer or
10 structural engineer shall be provided.
- 11 30. A grading and drainage plan shall be approved prior to issuance of the building permit. The
12 grading and drainage plan shall indicate how all storm drainage including contributory drainage
13 from adjacent lots is carried to the public way or drainage structure approved to receive storm
14 water.
- 15 31. The building permit will not be issued until the property has been surveyed and the
16 boundaries marked by a land surveyor licensed by the State of California
- 17 32. Foundation inspection will not be made until setback on the south, west and north side of the
18 proposed structure has been surveyed and the location of the footings has been determined to be in
19 accordance with the approved plans by a land surveyor licensed by the State of California. THIS
20 NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.
- 21 33. All fire sprinkler hangers must be designed and their location approved by an engineer or an
22 architect. Calculations must be provided indicating that the hangers are designed to carry the
23 tributary weight of the water filled pipe plus a 250 pound point load. A plan indication this
24 information must be stamped by the engineer or the architect and submitted for approval prior to
25 issuance of the building permit
- 26 34. Separate permit is required for Fire Sprinklers.
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PASSED, APPROVED AND ADOPTED this 19th day of January 2016.

Karina Macias, Mayor

ATTEST

Donna G. Schwartz, CMC
City Clerk



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

January 19, 2016

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

Dear Mayor and Members of the City Council:

DISCUSSION AND/OR ACTION TO APPROVE SUBRECIPIENT AGREEMENTS WITH HUB CITIES CONSORTIUM TO ADMINISTER THE HUNTINGTON PARK YOUTH EMPLOYMENT, CIVIC ENGAGEMENT AND ECONOMIC DEVELOPMENT BUSINESS ASSISTANCE PILOT PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the subrecipient agreements with HUB Cities Consortium using Community Development Block Grant (CDBG) funds to administer the Huntington Park Youth Employment, Civic Engagement and Economic Development Business Assistance Pilot Programs; and
2. Authorize City Manager to sign agreements.

BACKGROUND

On May 2, 2015, the City Council adopted fiscal year 2015-16 U.S. Department of Housing and Urban Development, Annual Action Plan for CDBG and HOME Funds. The Annual Action Plan identified eligible programs, projects and activities the City is proposing to undertake during the fiscal year with CDBG and HOME funds.

Currently, the City budgeted CDBG funds for an economic development program to assist existing businesses with technical assistance and job creation. Staff requested HUB Cities Consortium to submit a proposal to administer a business assistance program and youth employment program.

HUB Cities Consortium is proposing to implement and administer a business assistance program to assist local businesses to grow with the goal of creating jobs. HUB Cities

DISCUSSION AND/OR ACTION TO APPROVE SUBRECIPIENT AGREEMENTS WITH HUB CITIES CONSORTIUM TO ADMINISTER THE HUNTINGTON PARK YOUTH EMPLOYMENT, CIVIC ENGAGEMENT AND ECONOMIC DEVELOPMENT BUSINESS ASSISTANCE PILOT PROGRAM

January 19, 2016

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will also partnering with The California Latino Leadership Institute (CLLI) to administer and implement a youth employment and civic engagement program.

If the program is approved the City and HUB Cities Consortium will enter into Subrecipient Agreement to administer the two program using CDBG funds.

FISCAL IMPACT/FINANCING

The Economic Development program as already been budgeted in the City budget in account number 239-5035-465.56-41

The new Huntington Park Youth Employment and Civic Engagement (HPYECE) will require a budget adjustment from the existing CDBG allocation of public service funds. In a separate action by the City Council the Annual Action Plan will be amended to cancel three existing programs funded under account numbers 239-5210-463.57-85, 239-5210-463.57-83 and 239-7010 (L.E.A.D), making \$5,000 available for the Huntington Park Youth Employment and Civic Engagement program. A new account number will be need to be created under account number 239-5210-463.57-XX to transfer funds into for the HPYECE.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The HUB Cities (HCC) proposed business assessment program will provide local business access to HCC their Business Assistance program and Business Assistance team which will provide the following resources:

1. Job posting service: Business can post and outreach job opening at HCC.
2. Business Needs Assessment: Provide an analysis of the business needs such as job training, labor market information, financing and marketing
3. Business Resource Center: access to resource materials such as videos, CD, books, newspaper and various periodicals; facility usage to conduct interviews; as well use as of the computer, fax and copiers for the employee.
4. Employer Incentive Programs: provide access to state and federal tax credits incentives

HCC proposes to do the following tasks for the City under the program:

1. Reach out to 600 business in the City
2. Complete 200 labor needs analysis
3. Complete 80 business needs analysis
4. Connect 12 employers who need employee training
5. Connect with 12 trained workers to a job opening

The City will provide a grant of \$24,000 from CDBG funds towards the program. HCC proposes to leverage \$42,487 of their own funds towards the program.

DISCUSSION AND/OR ACTION TO APPROVE SUBRECIPIENT AGREEMENTS WITH HUB CITIES CONSORTIUM TO ADMINISTER THE HUNTINGTON PARK YOUTH EMPLOYMENT, CIVIC ENGAGEMENT AND ECONOMIC DEVELOPMENT BUSINESS ASSISTANCE PILOT PROGRAM

January 19, 2016

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HCC in partnership with CLLI will administer and implement a Huntington Park Youth Employment and Civic Engagement Pilot Program. The program is designed as a 7 week internship program targeting local Huntington Park High School juniors, seniors and freshmen college students. The program is geared to prepare our local youth to become workforce ready by providing them skills and experience within City departments and local businesses. The program will include the following components:

1. Comprehensive education
2. Employment preparation
3. Supportive service
4. Leadership development

The program interns will end their work experience by attending a University of California at Los Angeles (UCLA) Unicamp. A one week wilderness camping team building experience. The program will provide each participant with a \$1000 stipend after they successfully complete the program.

The Youth Hiring program under the CDBG guideline is considered a public service active and funding is limited to 15% of entire City's CDBG allocation. For the current program year of FY 2015-16 there will be approximately \$5,000 of CDBG funds available for the pilot program. Staff foresee continuing the program into fiscal year 2016-17, when additional funds are available to allocate additional funds towards the program to assist more students.

CONCLUSION

That the City Council approve the programs with HUB Cities Consortium and allow the City Manager to execute the subrecipient agreements.

Respectfully submitted,

EDGAR P. CISNEROS
City Manager



MANUEL ACOSTA
Economic Development Manager

ATTACHMENTS

- A. HUBCITIES Proposal: Business assistance program
- B. HUBCITIES Proposal: Youth Hiring program

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT
BETWEEN THE
CITY OF HUNTINGTON PARK
AND THE
HUB CITIES CONSORTIUM**

This Agreement is made and entered into this 19st day of January, 2016, by and between the CITY OF HUNTINGTON PARK, hereinafter referred to as "CITY," and the HUB CITIES CONSORTIUM, hereinafter referred to as "SUBRECIPIENT." The project is to be identified as the HUNTINGTON PARK BUSINESS ASSISTANCE PROGRAM hereinafter referred to as "PROJECT" OR "PROGRAM".

PURPOSE

This Agreement sets forth the responsibilities of CITY and SUBRECIPIENT in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended. The CDBG program and funds related thereto are referred to from time to time as the "CDBG PROGRAM" or "CDBG FUNDS".

CITY agrees to engage the services of SUBRECIPIENT, and SUBRECIPIENT agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

The parties mutually agree as follows:

1. SUBRECIPIENT'S SERVICES

SUBRECIPIENT agrees to perform all tasks, obligations, and services set forth in the "Subrecipient Scope of Services & Budget" attached to this Agreement as Exhibit A and incorporated into this Agreement by this reference.

2. PAYMENT FOR SERVICES

SUBRECIPIENT shall be compensated as follows:

- a) Amount. It is expressly agreed and understood that the total amount to be paid by the CITY under this agreement shall not exceed Twenty Five Thousand Dollars (\$25,000). Payment may be

contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standard specified in OMB Circular A-87.

- b) Not Exceed. Compensation under this agreement shall not exceed \$25,000. If the costs of services provided exceed \$25,000, the SUBRECIPIENT shall pay all additional costs. If the cost of services provided is less than \$25,000, the CITY shall retain all unused funds.
- c) Budget. Draw downs for the payment of eligible expenses shall be made against the line item budgets specified in the "Subrecipient Scope of Services & Budget" in Exhibit A herein incorporated into this Agreement by this reference. The compensation shall be paid at the time and manner set forth in the "Schedule of Compensation" in Exhibit B.

3. AVAILABILITY OF FUNDS/MODIFICATIONS

The City's provision of funding to SUBRECIPIENT pursuant to this Agreement is contingent on the availability of CDBG FUNDS and continued federal authorization for CDBG PROGRAM activities, and is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification and termination as necessary by CITY in accordance with requirements contained in any future Federal legislation, regulations or CITY policy. All other modifications must be in written form and approved by both parties.

4. OBLIGATIONS OF FUNDS

SUBRECIPIENT shall not obligate any funds, incur any costs, or initiate identified project(s), which are the subject of the Agreement, until all environmental review has been completed and certified by CITY's Community Development Department and CITY has issued a written "Authorization to Obligate Funds and Incur Costs."

5. TERM OF AGREEMENT

The term of this Agreement shall be from January 19, 2016 to June 30, 2016.

6. TIME FOR PERFORMANCE

SUBRECIPIENT shall not perform any work under this Agreement until (i) SUBRECIPIENT furnishes proof of insurance as required under Section 22 of this Agreement, and (ii) CITY gives SUBRECIPIENT a written, signed and numbered purchase order or other Authorization to obligate funds and incur costs. All services required of SUBRECIPIENT under this Agreement shall be completed on or before the end of the term of the Agreement.

7. DESIGNATED REPRESENTATIVE

- a) The CITY's representative is as follows:

Name and Title: Manuel Acosta, Economic Development Manager
Address: 6550 Miles Avenue, Huntington Park, CA 90255
E-Mail Address: MAcosta@hpcg.gov
Telephone Number: (323) 584-6213

- b) The SUBRECIPIENT's representative, who shall be responsible for job performance, negotiations, contractual matters, coordination with the CITY Representative is as follows:

Name and Title: Jose Martinez, Executive Director of HUB Cities Consortium
Address: 2677 Zoe Avenue, Huntington Park, CA 90255
E-mail Address: JMartinez@hubcities.org
Telephone No.: (562) 940-8400

The SUBRECIPIENT's professional services shall be actually performed by, or shall be immediately supervised by, the SUBRECIPIENT's representative.

8. COMPLIANCE

SUBRECIPIENT agrees that it undertakes hereby the same obligations to CITY that CITY has undertaken to HUD pursuant to CITY's CDBG application and certifications. The obligations undertaken by SUBRECIPIENT include, but are not limited to, the obligation to comply with all federal laws and regulations describe in Subpart K of 24 CFR Part 570 and specifically with each of the following:

- a) The Housing and Community Development Act of 1974 (Public Law 93-383) as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983; and the Housing and Community Development Act of 1987.
- b) Final regulations of the Department of Housing and Urban Development relating to Community Development Block Grants (Title 24, Chapter V, Part 570 of the Code of Federal Regulations commencing with Section 570.1) dated September 6, 1988; and revisions to 24 CFR Part 570 at Subpart J entitled "Grant Administration" and dated March 11, 1988.
- c) Regulations of the Department of Housing and Urban Development relating to environmental review procedures for the Community Block Grant program (Title 24, Subtitle A, Part 58 of the

Code of Federal Regulations, commencing at Section 58.1) except that SUBRECIPIENT does not assume CITY's environmental responsibilities.

- d) Local and State civil rights laws, Title VI of the Civil Rights Act of 1964 as amended (P.L. 88-352), Title VIII of the Civil Rights Act of 1968 as amended, and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- e) Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- f) Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted project. The CITY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of the Agreement.
- g) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and regulations adopted to implement the Act in the Code of Federal Regulations, Title 24, Part 42; 49 CFR Part 24; and 24 CFR 570.606 (b).
- h) Equal Employment Opportunity and Affirmative Action (EEO/AA); The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- i) Women- and Minority-Owned Business Enterprise (W/MBE); The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage

Americans, Asian Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

- j) Administrative regulations, including, but not limited to, applicable Sections of Department of Housing and Urban Development regulations located at:
1. 24 CFR Part 85 entitled "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments" and referred to as the "Common Rule";
 2. OMB Circular A-87 entitled "Cost Principles Applicable to Grants and Contracts with State and Local Governments and Indian Tribes." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
 3. OMB Circular No. A-128 entitled "Audits of State and Local Governments" (implemented at 24 CFR part 44);
 4. OMB Circular A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations";
 5. OMB Circular A-122 entitled "Cost Principles for Non-Profit Organizations";
 6. OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profits." SUBRECIPIENT records with respect to any matters covered by this agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning SUBRECIPIENT audits and OMB Circular A-133.
- k) Unless specified otherwise within this Agreement, the SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40 – 48.
- l) SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of

Historic Properties, and any and all local ordinances insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

- m) The Labor Standards Regulations set forth in Section 570.603 of 24 CFR Part 570; and HUD Handbook 1344.1; requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended; the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- n) The Architectural Barriers Act of 1968 (42 U.S.C. Section 4151 and the Americans with Disabilities Act of 1990 (ADA).
- o) The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.). SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of this Act.
- p) The Flood Disaster Protection Act of 1973 (Public Law 93-234 and the regulations adopted pursuant thereto) Section 202(a) and the regulations in 44 CFR parts 59 through 79. SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under

the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

- q) The Clean Air Act (42 U.S.C. Chapter 85) and the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.) and the regulations adopted pursuant thereto.
- r) Executive Order 12372, which requires State Clearinghouse review and comment of any CDBG project for the planning, construction, reconstruction, and/or installation of water or sewer facilities.
- s) Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 (b)). SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- t) Provision of 24 CFR Part 24 regarding use of debarred, suspended, or ineligible contractors or subcontractors.
- u) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- v) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- w) OSHA; Where employees are engaged in activities not covered under the Occupational Safety Act of 1970 (OSHA), they shall not be required or permitted to work, be trained, or receive services in buildings that are unsanitary, hazardous, or dangerous to the participants' health or safety.

SUBRECIPIENT further agrees to comply with any environmental, procurement, construction, and other guidelines provided by CITY.

As required by Section 33, SUBRECIPIENT shall obtain any necessary permits, licenses and certificates that may be necessary for its performance under this Agreement. Failure to meet established performance goals and standards and/or non-compliance with applicable rules and regulations shall

constitute non-compliance with the terms of this Agreement. The CITY is entitled to use one or more of the following remedies for non-compliance: temporarily withhold cash payments pending correction of deficiencies by SUBRECIPIENT; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the SUBRECIPIENT's program; withhold further awards for the program; and/or take other remedies that may be legally available.

9. INDEPENDENT CONTRACTORS

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. All persons employed for the performance of services and functions hereunder shall be officers, agents, or employees (including volunteers) of SUBRECIPIENT and shall not be deemed to be those of CITY; no CITY officer, agent, or employee shall be under control or supervision of SUBRECIPIENT, and no SUBRECIPIENT officers, agents or employees (including volunteers), shall have any entitlement to wages, pension, civil service, or any status or rights with CITY. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

10. SUBCONTRACTS

SUBRECIPIENT shall incorporate the same or substantially equivalent requirements as are contained in this Agreement in all subcontracts which utilize any CDBG FUNDS and/or support any CDBG PROGRAMS(s) covered by this Agreement; when PROGRAMS(s) utilize(s) CDBG FUNDS and other funding sources, all FUNDS shall be subject to CDBG regulations. SUBRECIPIENT, by entering into any such subcontract for performance of any portion of its CDBG PROGRAM, is not relieved of its responsibilities to CITY as set forth in this Agreement.

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the CITY prior to the execution of such agreement.

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

The SUBRECIPIENT shall insure that all subcontracts let into the performance of this agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

11. NON-DISCRIMINATION/GRIEVANCE PROCEDURES

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279 and all local ordinances. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

No person with responsibilities in the operation of any project under this Agreement will discriminate because of race, creed, color, national origin, age, sex, political affiliation, handicap, beliefs, or marital or familial status.

SUBRECIPIENT will ensure that every effort is made to provide equal opportunity to every potential minority and women's business vendor, contractor and subcontractor.

12. SECTION 3 CLAUSE

- a) Compliance. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subcontractors, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low-income residents within the service area or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual and/or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notification. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontract. The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

13. STANDARD OF CONDUCT/CONFLICT OF INTEREST AND LOBBYING

The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 84.42 and 570.611.

No member, officer or employee of SUBRECIPIENT or its designee or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program activities assisted under this Agreement.

No member, officer or agent of the SUBRECIPIENT shall participate in the selection of in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this Section, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the SUBRECIPIENT, or any designated public agency.

By entering into this Agreement, SUBRECIPIENT certifies:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, 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 a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.
- b) 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, SUBRECIPIENT shall complete and submit Standard Form LL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and other federal disclosure forms as requested.
- c) SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS 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.

14. FISCAL CONTROL

The SUBRECIPIENT agrees to comply with 24 CFR 84.21 – 28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. SUBRECIPIENT shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The SUBRECIPIENT shall establish such fiscal controls and fund accounting procedures as required by Federal regulations, or as may be deemed necessary by HUD and CITY to ensure the proper disbursement of, and accounting for, funds paid to the SUBRECIPIENT under the CDBG PROGRAM.

- a) Disbursement of Funds: CDBG FUNDS shall be disbursed by CITY to SUBRECIPIENT on a reimbursement for actual expenses basis.
- b) Deposit of Funds: SUBRECIPIENT shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG FUNDS. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of \$100 per year (which may be retained for related administrative expenses) must be returned at least quarterly to the U.S. Department of Housing and Urban Development (HUD) via the CITY. Deposits in minority banks are encouraged.

SUBRECIPIENT subject to OMB Circular A-110 shall deposit funds in an account requiring two signatures for disbursement and shall submit to CITY specimen signatures for all authorized signatories prior to receipt of funds.

CITY agrees to pay SUBRECIPIENT progress payments at the time and in the manner set forth in the "Schedule of Compensation," Exhibit C. Payment by CITY is not to be construed as final in the event HUD disallows reimbursement for the project or any portion thereof. Reasonable back-up documentation, as specified by CITY, shall be submitted by SUBRECIPIENT with request for payment.

SUBRECIPIENT shall be liable for all amounts which are determined to be due by HUD including, but not limited to, disallowed costs which are the result of SUBRECIPIENT's or its contractor's conduct under this Agreement. SUBRECIPIENT shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between CITY and HUD arising from this Agreement.

All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 18 of this Agreement.

If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the CITY for approval, in a form specified by the CITY.

15. PROGRAM INCOME

SUBRECIPIENT shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the SUBRECIPIENT may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the CITY.

16. REVERSION OF ASSETS

Upon expiration of this Agreement, SUBRECIPIENT shall transfer to the CITY any CDBG FUNDS in SUBRECIPIENT's control at the time of expiration and any accounts receivable attributable to the use of CDBG FUNDS. Further, any real property under SUBRECIPIENT's control that was acquired and/or improved in whole or in part with CDBG FUNDS (including CDBG funds provided to the SUBRECIPIENT in the form of a loan) in excess of \$25,000 shall be either:

- a) Used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, the length of time to be further prescribed by mutual agreement of the parties and delineated in this Agreement. If the SUBRECIPIENT fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the SUBRECIPIENT shall pay the CITY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The SUBRECIPIENT may retain real property acquired or improved under this agreement after the expiration of the five-year period or for a longer period of time, as the CITY deems appropriate.
- b) Disposed of in such manner that CITY is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG FUNDS for acquisition and/or improvement of such property. The payment is Program Income to the recipient.

17. EQUIPMENT

Equipment, which shall be defined as tangible, nonexpendable, personal property having a useful life of more than one (1) year and an acquisition cost of \$1,000 or more per unit, is eligible for purchase using CDBG FUNDS only upon prior approval of CITY and subject to 24 CFR Part 570.207(b)(1). Such equipment shall be used by SUBRECIPIENT in the project for which it was acquired as long as needed, regardless of whether such project continues to be supported by Federal funds; at the time, equipment may be used in other activities currently or previously supported by a Federal agency. Use of such equipment is also subject to provisions of 24 CFR Part 85.32(c)(2)(3) and (4). SUBRECIPIENT shall also establish procedures for managing equipment, which meet the requirements of 24 CFR Part 85.32(d). Further, proceeds from disposition of such equipment shall be treated as program income as specified in Section 15 and 16 of this Agreement.

18. RECORDS AND REPORTS

SUBRECIPIENT agrees to supply to CITY, on a minimum quarterly basis, any progress reports and/or other documentation as may be required by CITY to audit performance of this Agreement and/or to enable CITY to analyze and evaluate utilization of SUBRECIPIENT's program. SUBRECIPIENT shall maintain separate accounting and financial records for each funding (revenue) source in support of the project(s).

- a) Payment Request. SUBRECIPIENT shall submit a Payment Request and supporting documents for payment to CITY's Community Development Department by the 15th of each month. Payment of accurate and approved Payment Requests may be submitted no more often than once a month and no less often than once every three (3) months. An exception would only be in the event that no expenditures occurred, which shall be documented in the Subrecipient Performance Report. Payment Request shall be made on a form substantially similar to Exhibit D, "Payment Request."
- b) Subrecipient Performance Report (SPR). Subrecipient Performance Reports (SPR) shall be made on the form provided for in Exhibit E "Subrecipient Performance Report" and shall address project status and, if applicable, explanation of any problems/delays encountered and/or anticipated and measures to be taken to correct such problems; revised milestones including anticipated schedule for project completion; direct benefit statistics; and a summary of expenditures, obligations, program income, and drawdowns to date. In addition, SUBRECIPIENT shall provide as part of the progress report any citizen comments received during the reporting period relative to the project(s), and responses to such comments, and additional project information, as needed. SUBRECIPIENT shall submit such report quarterly within fifteen (15) days of the close of report period.
- c) Client Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income

level or other basis for determining eligibility, and description of services being provided. Such information shall be made available to CITY monitors or their designees for review upon request.

- d) Disclosure. The SUBRECIPIENT understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the CITY's or SUBRECIPIENT's responsibilities with respect to services provided under this contract, is prohibited by all applicable state and federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- e) HUD/CITY Reports. SUBRECIPIENT shall submit to CITY in a timely manner other reports as requested/required CITY for HUD compliance including, but not limited to the Contractor/Subcontractor, EEO-4, and Minority Financial Institution Reports (if applicable), and provide, as requested by HUD and/or CITY, information necessary to prepare the Consolidated Plan, Final Statement of Community Development Objectives, Consolidated Annual Performance and Evaluation Report CAPER), and other such reports and/or plans.
- f) Audit. SUBRECIPIENT shall be responsible for conducting an annual audit of its CDBG PROGRAM in compliance with the Office of Management and Budget (OMB) Circular No. A-133 issued pursuant to the Single Audit Act of 1984 and the Single Audit Amendments of 1996, P.L. 98-502, OMB Circular A-110, and 24 CFR Part 85, as applicable. A copy of said audit shall be forwarded to CITY upon completion. Any costs associated with the annual audit shall be the responsibility of and paid for by SUBRECIPIENT.

19. AGREEMENT RESPONSIBILITY FOR MONITORING AND RECORDS

HUD, the Office of the Inspector General (OIG), and the designated representatives of CITY, and other appropriate officials shall have access to all personnel records, management information, and fiscal data of SUBRECIPIENT and any agency or contractor with whom SUBRECIPIENT executes a subcontract necessary to carry out any CDBG PROGRAM(s) for monitoring purposes (24 CFR 85.40(a) and 84.51-84.53). The SUBRECIPIENT shall respond in a timely manner to all identified corrective action needs as a result of HUD, County, or other monitoring. The SUBRECIPIENT shall submit to CITY all required reports and monitoring corrective action plans on a timely basis, as delineated by CITY. Records shall be maintained as follows:

- a) SUBRECIPIENT agrees to retain all pertinent records under CDBG PROGRAM, including financial records, until advised by CITY that further retention is unnecessary. Generally, records shall be retained for a period for five (5) years from the end of the fiscal year in which the last project covered by CITY's annual agreement with HUD is completed. Records shall be open and available for inspection by auditors and/or other staff assigned by HUD and/or CITY during the normal business hours of SUBRECIPIENT. If at the end of such five-year period, there is ongoing

litigation, claims, negotiations, audit or other action involving SUBRECIPIENT's or the CITY's records, which has started before expiration of the five (5) year period, SUBRECIPIENT will retain the records until the completion of the action and resolution of all issues which arise from it (24 CFR 85.42 as modified by 570.502(a)(16), or 24 CFR 84.53(b) as modified by 570.502(b)(3)(ix)(A) and (B), as appropriate).

- b) Consistent with applicable state and local laws regarding privacy and obligations of confidentiality, the SUBRECIPIENT also must provide citizens with reasonable access to records on the past use of CDBG funds (24 CFR 570.508).
- c) Records for nonexpendable property shall be retained for a period of five (5) years after final disposition of the property, if applicable.

20. INSPECTION OF RIGHTS

SUBRECIPIENT agrees to allow CITY to inspect physical premises of any project(s) upon 24-hour advance notice.

21. REQUEST FOR TECHNICAL ASSISTANCE

SUBRECIPIENT shall refer to the Community Development Department any regulatory or procedural questions regarding operation of its CDBG PROGRAM. All formal requests for technical assistance shall be submitted in writing. Requests should specify the problem area, particular assistance being requested, and proposed solution if applicable. Informal questions regarding day-to-day program operation may be directed to the designated CITY representative.

22. INSURANCE

SUBRECIPIENT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by CITY, the following minimum scope of insurance coverage:

- a) A policy or policies of broad-form commercial general liability insurance, in a form at least as broad as ISO form #CG 00 01 11 88, with minimum limits of one million dollars (\$1,000,000.) combined single limit coverage per occurrence against any bodily injury, personal injury, or property damage. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit;
- b) Business Automobile Liability Insurance, with minimum combined single limits coverage of one million dollars (\$1,000,000.) per accident for bodily injury and property damage. Such insurance

shall include coverage for owned, hired and non-owned automobiles used to perform work under the City's grant, as applicable;

- c) Worker's Compensation Insurance in accordance with the laws of the State of California, and Employers Liability Insurance with a minimum limit of one million dollars (\$1,000,000) per accident, as applicable.

All insurance coverage's shall be confirmed by execution of endorsements and certificates of insurance. SUBRECIPIENT is required to file the completed policy endorsements and certificates with CITY on or before the effective date of this Agreement, and to thereafter maintain current endorsements on file with CITY. The completed endorsements and certificates of insurance are subject to the approval of the CITY. In addition any deductible or self-insured retention must be declared to and approved by the CITY.

The insurance policies required under this section shall contain, or be endorsed to contain, the following provisions:

a) Commercial General Liability, Business Automobile Liability Policies.

1. The CITY, its officials, officers, agents, employees, and volunteers are to be covered as an additional named insured as respects: liability arising out of activities performed by or on behalf of SUBRECIPIENT; products and completed operations of SUBRECIPIENT; premises owned, occupied, or used by SUBRECIPIENT; or automobiles owned, leased, hired, or borrowed by the SUBRECIPIENT.
2. SUBRECIPIENT'S insurance coverage shall be primary insurance as respects the CITY, its officials, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, officers, agents, employees and volunteers shall be excess of the SUBRECIPIENT'S insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, officers, agents, employees, and volunteers.

The SUBRECIPIENT's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- b) Worker's Compensation and Employer's Liability Insurance. Insurer waives all rights of subrogation against CITY, its officials, officers, agents, employees and volunteers for losses arising from work performed by SUBRECIPIENT of CITY.

- c) All Coverage's. Each policy of insurance required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY.

23. WORKER'S COMPENSATION

For the duration of the agreement, SUBRECIPIENT and all subcontractors, consultants, and agents shall maintain Workers' Compensation Insurance in the amount and type required by California Law, if applicable.

24. HOLD HARMLESS

SUBRECIPIENT shall hold City and City's officers, employees, agents and volunteers harmless and free from any and all claims, liabilities or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or other wrongful conduct related in any way to SUBRECIPIENT'S performance of its services pursuant to this Agreement. In the event City and/or any of City's officers, employees, agents or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission or other wrongful conduct, SUBRECIPIENT shall indemnify them for any judgment rendered against them, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including, but not limited to attorney's fees.

SUBRECIPIENT also understands and agrees that it is being employed to perform the services provided for by this Agreement because of SUBRECIPIENT'S professed expertise and experience in performing the services provided for under this Agreement. In addition SUBRECIPIENT understands and agrees that while City and City's officers agents, may elect to do so, they have no duty to review, inspect, or supervise the work performed by SUBRECIPIENT pursuant to this Agreement, except as otherwise expressly provided for by this Agreement. As a consequence, SUBRECIPIENT waives any right of contribution against City or any of City's officers, employees, agents and volunteers arising out of such failure to inspect, review, monitor or supervise the work performed by SUBRECIPIENT pursuant to this Agreement.

25. COVENANTS AND CONDITIONS

Each term and each provision of this agreement to be performed by SUBRECIPIENT shall be construed to be both a covenant and a condition.

26. EFFECT OF TERMINATION

- a) Termination of Agreement for Convenience. In accordance with 24 CFR Part 85.44, the Agreement may be terminated by either party after thirty (30) days written notice of intention to terminate, setting forth the reasons and the effective date of such termination, has been given to the other party, provided, however, that no notice of termination given by SUBRECIPIENT shall be effective unless HUD has agreed to release CITY from its obligations pursuant to the Program Activity (ies). Alternatively, the Agreement will automatically terminate in the event that the United States Government terminates the CDBG PROGRAMS or terminates the Program Activity (ies) which is the subject of the Agreement.

- b) Termination of Agreement for Cause. In accordance with 24 CFR Part 85.43, the parties hereto understand that pursuant to CITY's execution of the HUD application, CITY assumed responsibility as to the performance of the projects. If through any cause SUBRECIPIENT fails to fulfill in a timely and proper manner its obligations under this Agreement to undertake, conduct or perform the project(s) identified in this Agreement, or if SUBRECIPIENT violates any of the covenants, agreements, or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof at least (5) days before the effective date of such termination. Notwithstanding the above, SUBRECIPIENT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any payments to SUBRECIPIENT for the purpose of set off until such time as the exact amount of damages due CITY from SUBRECIPIENT is determined.

- c) Upon termination, as stated in Section 3 or 27 of this Agreement, the CITY shall be liable to SUBRECIPIENT only for work done by SUBRECIPIENT up to and including the date of termination of this Agreement, unless the termination is for cause, in which event SUBRECIPIENT need be compensated only to the extent required by law.

27. SEVERABILITY

If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby and all other parts of this agreement shall nevertheless be in full force and effect.

28. OWNERSHIP OF SUBRECIPIENT'S WORK PRODUCT AND COPYRIGHT

CITY shall be the owner of any and all computations, plans, correspondence and/or other pertinent data and information gathered or prepared by SUBRECIPIENT in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for governmental purposes.

29. TAXPAYER IDENTIFICATION NUMBER

SUBRECIPIENT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 2007), as issued by the Internal Revenue Service.

30. AMENDMENTS

The CITY or SUBRECIPIENT may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the CITY's governing body. Such amendments shall not invalidate this agreement, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this agreement.

The CITY may, in its discretion, amend this agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both CITY and SUBRECIPIENT.

31. USE OF TERM "CITY"

Reference to "CITY" in this Agreement includes CITY Manager, the designated CITY representative, or any authorized representative acting on behalf of CITY.

32. NOTICES

All notices given, or required to be given, pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed to each party's designated representative as set forth above. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

33. PERMITS AND LICENSES

SUBRECIPIENT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

34. CITY RECOGNITION

The SUBRECIPIENT shall insure recognition of the role of the CITY in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this agreement.

35. WAIVER

A waiver by the CITY of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

36. GOVERNING LAW

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Orange County.

37. ASSIGNABILITY

The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the CITY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

38. INTEGRATED AGREEMENT

This Agreement represents the entire Agreement between the CITY and the SUBRECIPIENT and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

IN WITNESS WHEREOF, the City Manager of the City of Huntington Park has caused this agreement to be subscribed and attested by the City Clerk hereof, and the SUBRECIPIENT has subscribed the same through its authorized officer, the day, month and year first above written.

SUBRECIPIENT

CITY

CITY OF HUNTINGTON PARK

HUB CITIES CONSORTIUM

By: _____
EDGAR CISNEROS
City Manager

By: _____
JOSE MARTINEZ
Executive Director

Dated: _____

Dated: _____

Approved as to Form:

Attest:

By: _____
City Attorney

By: _____
City Clerk

Dated: _____

Dated: _____

EXHIBIT A
CDBG
SUBRECIPIENT SCOPE OF SERVICES & BUDGET
PROGRAM YEAR 2015-16

This Scope of Services is part of the Subrecipient Agreement between the **CITY OF HUNTINGTON PARK** and the **HUB CITIES CONSORTIUM**, SUBRECIPIENT, dated January 19, 2016. It is incorporated into the Agreement as though fully set forth therein:

TITLE OF PROJECT: Business Assistance Program
SUBRECIPIENT: HUB Cities Consortium
ACTIVITY: ED: Technical Assistance - 570.203 (b)
MATRIX CODE: 18B ED Technical Assistance

I. SCOPE OF SERVICES

SUBRECIPIENT will be responsible for administering a Program Year 2015-16 Community Development Block Grant (CDBG) project described as follows in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds:

Project Description – *Provide a summary of the project including any history or background on the program need. Also describe to what extent this activity delivers the desired outcomes in the community or in the lives of the persons assisted.*

The primary purpose of Hub Cities Consortium Business Service Division is to provide an array of professional services to our business customers while simultaneously serving and focusing on the job seeker customer, understanding that businesses provide the Center with job opportunities and hire job seekers referred by the Center.

- *Business Assistance*

HCC assistance program was developed to help your business. Business Assistance encompasses a wide variety of resources ranging from recruitment, hiring events, youth jobs, training, and business strategy. These services are provided through Federal WIOA funds, and are offered at no cost to your business.

- *The Business Assistance Team*

The Business Assistance Team consists of friendly and resourceful professionals who are committed to helping local businesses meet the challenge of finding, training, and retaining qualified employees. Hundreds of local businesses have worked with us to reap the benefits of hiring tax credits, recruitment services, and training, as well as specialized services that assist employers and employees faced with downsizing.

Client Eligibility/Target Population – *Clearly describe the clientele your agency is intending to serve through this CDBG-funded program, including estimated numbers of clients to be served, and other measurable outputs.*

Target Service Area – *Describe the service area your agency will target to ensure that you serve only the clients that reside within that area.*

City of Huntington Park.

Marketing and Outreach – *To ensure that you provide opportunities to all available and eligible persons, please describe how your agency will outreach and market the program to the targeted population.*

BUDGET

SUBRECIPIENT understands that the agreement is in the amount not to exceed \$25,000 (Twenty Five-Thousand Dollars).

Proposed Budget FY 2015-2016

A Budget Item	B Calculation	C Matching Sources	D CDBG Contribution	E Program Budget
Personnel				
Staff Salaries		\$ 28,600	\$ 17,750	\$ 46,350
Fringe Benefits		\$ 2,652	\$ 4,260	\$ 11,124
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
Personnel Sub-Total		\$ 35,464	\$ 22,010	\$ 57,474
Operations				
Space/desk/phones/fax/computers	500 unit cost per 6 months	\$ 1,500	\$ 1,500	\$ 3,000
Supplies and Materials	133.33 units cost per 6 months	\$ 680	\$ 0	\$ 680
Marketing/promotion	331.66 units cost per 6 months	\$ 500	\$ 1,490	\$ 1,990
Overhead costs	8%	\$ 4,343	\$ 0	\$ 4,343
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
Operations Sub-Total		\$ 7,023	\$ 2,990	\$ 10,013
Total Budget		\$ 42,487	\$ 25,000	\$ 67,487

EXHIBIT B
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON PARK
AND THE
HUB CITIES CONSORTIUM
FOR THE
BUSINESS ASSISTANCE PROGRAM

“SCHEDULE OF COMPENSATION”

1. AMOUNT OF COMPENSATION. For performing and completing all work and services described in Exhibit A, and for providing all materials required therefore, CITY shall pay SUBRECIPIENT the total amount of:

NOT TO EXCEED: \$25,000.00

The above total amount listed shall include all out-of-pocket expenses incurred by SUBRECIPIENT in the performance of such services.

2. BILLING. At the completion of each item(s) as identified in Exhibit A “Scope of Work and Budget” of this Agreement or as expenses are incurred, Subrecipient shall submit a Payment Request (see Exhibit C “Payment Request”) with all supporting documentation to the CITY at the following address:

City of Huntington Park
Community Development Department
6550 Miles Avenue
Huntington Park, California 90255
Attn: Manuel Acosta, Housing and Community Development Manager

3. METHOD OF PAYMENT. Payment to SUBRECIPIENT of the compensation specified in Section 1 of this Exhibit shall be made as follows:

a) Subject to the maximum allowable compensation set forth in Section 1 of this Exhibit, the CITY shall pay the SUBRECIPIENT, based on the submittal and approval of a Payment Request (see Exhibit C “Payment Request”), on the basis determined by this Agreement during the term of this Agreement.

b) Terms shall be Net 30 days.

EXHIBIT C
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON PARK
AND THE
COUNTY OF LOS ANGELES PUBLIC LIBRARY
FOR THE
HUNTINGTON PARK HOMEWORK CENTER

“PAYMENT REQUEST”

**EXHIBIT D
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON PARK
AND THE
COUNTY OF LOS ANGELES PUBLIC LIBRARY
FOR THE
HUNTINGTON PARK HOMEWORK CENTER**

“FY 2015-16 SUBRECIPIENT PERFORMANCE REPORT (SPR)”



CITY OF HUNTINGTON PARK
COMMUNITY DEVELOPMENT BLOCK GRANT
FISCAL YEAR 2015/16
FUNDING APPLICATION

Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255

BACKGROUND

The City of Huntington Park (City) is requesting applications from selected **nonprofit organizations** and **City departments** with the administrative capacity and experience to assist the City in carrying out public services and public improvements/facilities benefiting Huntington Park's low- and moderate- income persons. Funding will be provided under the federal Community Development Block Grant (CDBG) Program granted to the City by the U.S. Department of Housing and Urban Development (HUD).

APPLICATION SUBMITTAL DEADLINE

Applications will be accepted until 4:30 P.M. on Thursday, February 12, 2015

Applicants must submit one original signed **CDBG Program Application** which follows and one copies. All materials should be packaged in the order presented in this application package. If you would like an electronic copy of these forms, please send an email to Manuel Acosta, Economic Development Manager at macosta@huntingtonpark.org or contact him by telephone at (323) 584-6213.

The City of Huntington Park may request additional information from an applicant prior to granting funds.

The **CDBG Public Service Application (pp 6 to 16)** can be mailed or hand delivered to:

**Manuel Acosta, Economic Development Manager
City of Huntington Park
Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255**

While the City of Huntington Park has yet to be notified about the final amount of funding to be received from HUD for Fiscal 2015/16, the City estimates an amount of \$1,308,812 to be used for developing the proposed activities next fiscal year. The statutory limit of 15 percent of the estimated annual CDBG entitlement award for public services is approximately \$196,321. Additionally, approximately \$850,000 will be available to carry out public improvement, public facility, and economic development activities.

PROGRAM REQUIREMENTS

ELIGIBLE ACTIVITIES

The City will only consider activities that meet the program requirements cited herein.

- Examples of eligible activities for CDBG public service funding include day care or recreational services, including for children, youth, and older adults; crime prevention; health services, including primary health, substance abuse treatment, mental health, and counseling programs; housing counseling including landlord/tenant housing rights counseling and mediation, and fair housing outreach, counseling, and investigation; employment services, including job assessment, training, and placement; homeless prevention; graffiti removal and prevention; energy conservation; and other human services to alleviate poverty.
- Funds may be used to pay for staff, supplies and materials, and certain facility operating or administrative overhead costs that are directly related to the delivery of the funded public service program.
- An organization must either provide a new service, not just a newly CDBG-funded service, or provide a quantifiable increase in the level of service provided in the previous 12 months.
- The organization must be located within Huntington Park or have been providing services for at least two years to low- and moderate- income persons in Huntington Park, either on the basis as a direct benefit to each income eligible person/household or assisting a limited clientele of whom 51 percent are income eligible or who are presumed eligible (e.g., seniors, homeless, disabled persons). As of December 2014, income limits for low- and moderate-income households are as follows:

HUD 2014 Income Limits for Los Angeles - Long Beach Area								
(Income Limits for 2015 Expected by February 2015)								
Family Size	1	2	3	4	5	6	7	8
Extremely Low Income	\$17,150	\$19,600	\$22,050	\$24,450	\$26,450	\$28,400	\$30,350	\$32,300
Very Low Income	\$28,550	\$32,600	\$36,700	\$40,750	\$44,050	\$47,300	\$50,550	\$53,800
Low Income	\$45,650	\$52,200	\$58,700	\$65,200	\$70,450	\$75,650	\$80,850	\$86,100

- Be a non-profit organization with federal 501(c) (3) tax-exempt status or a government entity.
- Be able to reach out to, and communicate with, those who need your services who may have limited ability to speak English.
- Ensure the confidentiality of records concerning program participants.
- Comply with all Huntington Park contract agreement requirements, including following restrictions on the use of federal funds, utilizing the applicable OMB standard for financial management and audits, and submitting timely and complete invoices and quarterly reports describing program achievements. You must provide information on clientele demographics if you are meeting income guidelines on a household basis, or document the areas of service if you are meeting income guidelines on area wide basis.

INELIGIBLE ACTIVITIES

- CDBG funds may not be used to fund an existing service. By federal regulation, CDBG public service funds may not be used to replace another funding source in order to continue a program. CDBG funds may be used to continue a previously CDBG-funded program, provided that there is a quantifiable increase in the level of service over that provided within the previous 12 months.
- Service providers may not limit access to employment by their agency or client access to services on the basis of religion, require beneficiaries to attend religious services or meetings as condition for receiving CDBG-funded or associated services, or use funds to provide religious instruction or engage in religious proselytizing.
- The use of any federal funds for political activity is prohibited by federal regulation. CDBG funds may not be used to, in any way, advertise or promote the viability of or a position on any candidate, ballot measure, or other item that will be voted upon by the electorate. Voter education may be acceptable in certain cases; please consult with us for further details.
- The use of CDBG funds for unallowable costs under OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", OMB Circular No. A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable.

FUNDING PREFERENCES

The highest priority will be afforded to activities that meet one of the **Priority Needs** to Low- and Moderate-Income persons set forth in the City's Five Year (2015/16-2019/20) Consolidated Plan. Consultation with community residents and social service providers conducted as part of this Consolidated Plan identified the following key service needs in Huntington Park:

- Preserve and rehabilitate existing housing stock;
- Increase affordable housing supply;
- Ensure fair housing;
- Maximize use of Housing Choice Vouchers;
- Support services and housing for homeless and at-risk of becoming homeless persons;
- Support services and housing for special needs populations;
- Reduce lead based paint hazards;
- Provide needed services to low and moderate income persons;
- Provide infrastructure improvements in low and moderate income neighborhoods; and
- Provide needed community facilities to serve low and moderate income persons.

APPLICATION INSTRUCTIONS

1. Review the funding application guidelines carefully.
2. Nonprofit entities are to obtain Board approval to submit an application.
3. Complete the Application Worksheet.
4. Complete a Project Narrative – be sure to include all requested information.
5. Complete the Budget Summary Worksheet.
6. Utilize the Application Checklist to ensure that all components have been included.
7. Utilize the Supplemental Documents Checklist to ensure that all required documents have been included.

CDBG PROGRAM APPLICATION WORKSHEET

Name of Agency Submitting Proposal	Hub Cities Consortium
Program Name	Economic Development Business Assessment
Organization Address	2677 Zoe Avenue, Huntington Park, CA 90255
Project Location, if different from above	N/A
Federal Identification Number (9 Digit Number)	95-4173716
DUNS Number	829684851
Contact Person and Title	Jose Martinez, Executive Director
Telephone	323-586-4734
E-mail	JMartinez@hubcities.org
Amount of CDBG Funds Requested	\$ 25,000
Proposed Use of Funds	Economic Development

Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	The project location is confidential.
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	We have previously received Huntington Park funding. If Yes, when?
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	This is a new project.

CITY PRIORITIES. Identify which priority need your organization meets.

- Preserve and rehabilitate existing housing stock
- Increase affordable housing supply
- Ensure fair housing
- Maximize use of Housing Choice Vouchers
- Support services and housing for homeless and at-risk of becoming homeless persons
- Support services and housing for special needs populations
- Reduce lead based paint hazards
- Provide needed services to low and moderate income persons
- Provide infrastructure improvements in low and moderate income neighborhoods
- Provide needed community facilities to serve low and moderate income persons
- Other: _____

OUTPUT STATEMENT

The **objective** of our proposed CDBG-funded activity is to create (check one):

- A suitable living environment. (Select this objective for activities that are intended to address a wide range of issues faced by LMI persons, from physical problems with their environment, such as poor quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.)
- Decent affordable housing. (Select this objective for activities where the purpose is to meet individual family or community housing needs.)

- Economic opportunities. (Select for activities related to economic development, commercial revitalization, or job creation.)

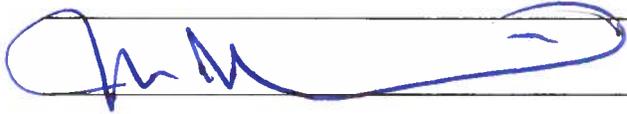
The desired outcome of our proposed CDBG-funded activity is (check one):

- Availability/Accessibility. (Select for activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to LMI people, including persons with disabilities.)
- Affordability. (Select for activities that lower the cost, improve the quality, or increase the affordability of a product or service to benefit a low-income household.)
- Sustainability. (Select for activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of LMI or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.)

PERFORMANCE MEASURES/INDICATORS (check one)

- Estimated total number of unduplicated beneficiaries provided with **new access** to this service or benefit (*new access to a service includes a service offered for the first time or a service that continues to be provided in subsequent years*): **600**
- Estimated total number of unduplicated beneficiaries with **Improved access** to this service or benefit (*improved access to a service refers to a previously offered service that now is expanded in terms of size, capacity or location*):
- Estimated total number of unduplicated beneficiaries expected to receive a service or benefit that is **no longer substandard** (*this is in reference to a public service activity used to meet a quality standard or measurably improved quality*):

Person Authorized to Certify Commitments Made to this Grant: Jose Martinez

Authorized Signature: 

Name: Jose Martinez

Date: 11/09/2015

Title: Executive Director

E-mail: JMartinez@hubcities.org

PROGRAM SUMMARY

Attach a summary of not more than one paragraph of the services you propose to provide. Briefly identify the target population, key service elements, need for service, and approximate number of persons you expect to serve. You will describe the program in more detail in the program design section below.

PROGRAM EXPERIENCE AND QUALIFICATIONS

Attach a summary of not more than one and one-half pages in length of the qualifications of your organization in terms of mission, organizational capacity, experience with similar or related programs, track record with target population, established presence in Huntington Park, etc., to carry out the proposed project. You must demonstrate that you have operated a comparable program for at least two years, though it need not necessarily have served Huntington Park residents. Describe your collaborations with other human service and safety-net service providers as they relate to the proposed project. Attach an organizational brochure or annual report, if you have one available. Be sure to specify any awards or commendations you have received for related work. Please reserve your comments about fiscal administrative capacity for the next section.

FISCAL ADMINISTRATION CAPACITY

Yes No We are a Department or Division of the City of Huntington Park; our fiscal administration is overseen by the City's Finance Department. If yes, you may skip the remaining questions in this section.

Yes No Our agency has past-due obligations with a funding source or unearned grant from a previous contract which has not been returned to the funding source. If yes, attach a description of the funding source, amount, and reasons for past due obligation.

Yes No In the past 3 years, our agency has had an Internal Revenue Service or State levy. If yes, attach a description of the problem and your plan and timeframe to resolve it.

Attach a summary of not more than one-half page in length of your organization's capacity to manage and administer federal funds and comply with OMB financial control and reporting standards. Be sure to specify any previous experience with CDBG or other HUD funds.

ORGANIZATIONAL CAPACITY

Describe your agency's administrative systems by checking each item that exists within your agency's organizational structure:

- | | | |
|--|---|-----------------------------|
| Formal Personnel System: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Financial Management System: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Staff Salary Tracking System: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Audit System: There are written accounting procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Recordkeeping System: There are separate tracking systems for each funding source. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Security Systems: There are formal written cash management practices. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Filing System: There are hard copy and computer systems with security backup. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Client Eligibility Verification: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Client Demographic Data Collection and Report System | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Procurement Policy: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

PROGRAM DESIGN

Attach a program description of not more than two pages in length. It must demonstrate that the proposed program is a new program, or alternatively, offers a quantifiable increase in service in terms of the intensity and range of services available or the number of clients to be served. The description must also address the following:

- The purpose of the proposed program.
- The need for the proposed program, and how it was identified.
- The types of public services to be provided (select from 17 activity categories identified below).
 - ✓ Public Services (General): Do not use this code unless the activity cannot be classified under a more specific activity code. Public service activities include housing referral and counseling services, neighborhood cleanup, homeownership counseling, food distribution/food bank, health education, or rape prevention education, as well as general or unspecified homeless services, including those described as essential or supportive services.
 - ✓ Senior Services: Services that will be provided to elderly persons (e.g., meals-on-wheels, dial-a-ride). Senior Services or Services for the Disabled may be used for activities that will provide services for both senior citizens and persons with disabilities if the activity is not intended primarily to serve one group rather than the other.
 - ✓ Disabled Services: Services for persons with disabilities, regardless of age.
 - ✓ Legal Services: Includes programs that provide legal aid to low- and moderate-income persons
 - ✓ Youth Services: Services for teenagers (ages 13 to 19) such as recreational services limited to teenagers or a teen counseling program. If a counseling program is targeted for youth but includes counseling for the family as well, it may still be classified as a youth service if the focus is on counseling for youth. However, use Child Care Services for services for children up to age 13 and Abused and Neglected Children for services for abused children.
 - ✓ Transportation Services: Use this code for transportation services. Transportation services for a specific client group should be classified under the code for that client group; for example, use Senior Services, for transportation services for the elderly.
 - ✓ Battered and Abused Spouses: Use this code only for programs serving adults or families. If the activity is limited to serving abused and neglected children, classify the activity under Abused and Neglected Children.

- ✓ Employment Training: Use this code for assistance that increases self-sufficiency. This includes literacy, independent living skills, job training, and employment service activities. When financial assistance will be used to provide job training for the creation of permanent jobs with a specific business, use Economic Development: Direct Financial Assistance to For-Profit Business.
- ✓ Substance Abuse Services: Use this code for substance abuse recovery programs as well as prevention/education activities.
- ✓ Crime Awareness: Any program that promotes these goals, including crime prevention education programs and paying for security guards.
- ✓ Fair Housing Activities: Use this code for fair housing services (e.g., counseling on housing discrimination).
- ✓ Tenant/Landlord Counseling: Use this code for counseling provided to help prevent or settle disputes that occur between tenants and landlords.
- ✓ Child Care Services: Use this for services that will benefit children (generally under age 13), including parenting skills classes. However, services exclusively for abused and neglected children should be classified under Abused and Neglected Children.
- ✓ Health Services: Health services activities include operation of neighborhood clinics, post-rape counseling, vermin abatement services, and other activities designed to serve the health needs of residents. (Exception: Mental health services, which should be classified under Mental Health Services.)
- ✓ Abused and Neglected Children: Use this code for daycare or other services exclusively for abused and neglected children.
- ✓ Mental Health Services: Use this code for activities designed to address the mental health needs of residents of the community.
- ✓ Screening for Lead-Based Paint/Lead Hazards Poisoning: Use this code for activities designed primarily to provide screening for (not removal of) lead-based paint and other lead poisoning hazards.
- The types of **public improvements/facilities** to be provided (select from 15 activity categories identified below).
 - ✓ Senior Centers: Acquisition, construction, or rehabilitation of facilities (except permanent housing) for seniors.

- ✓ Handicapped Centers: Acquisition, construction, or rehabilitation of center, group homes, and other facilities (except permanent housing) for the handicapped.
- ✓ Homeless Facilities (not operating costs): Acquisition, construction, or rehabilitation of temporary shelters and transitional housing for the homeless, including battered spouses, disaster victims, runaway children, drug offenders, and parolees.
- ✓ Youth Centers: Acquisition, construction, or rehabilitation of facilities intended primarily for young people age 13 to 19. These include playground and recreational facilities that are part of a youth center.
- ✓ Neighborhood Facilities: Acquisition, construction, or rehabilitation of facilities that are principally designed to serve a neighborhood that will be used for social services or for multiple purposes (including recreation). Such facilities may include libraries and community centers.
- ✓ Park, Recreational Facilities: Development of open space areas of facilities intended primarily for recreational use.
- ✓ Parking Facilities: Acquisition, construction, or rehabilitation of parking lots and parking garages.
- ✓ Solid Waste Disposal Improvements: Acquisition, construction, or rehabilitation of solid waste disposal facilities.
- ✓ Flood Drainage Improvements: Acquisition, construction, or rehabilitation of flood drainage facilities, such as retention ponds or catch basins.
- ✓ Water/Sewer Improvements: Installation or replacement of water lines, sanitary sewers, storm sewers, and fire hydrants. Costs of street repairs (usually repaving) made necessary by water/sewer improvement activities are included.
- ✓ Street Improvements: Installation or repair of streets, street drains, storm drains, curbs and gutters, tunnels, bridges, and traffic lights/signs, improvements that include landscaping, street lighting, and/or street signs (commonly referred to as streetscaping).
- ✓ Sidewalks: Improvements to sidewalks, including the installation of trash receptacles, lighting, benches, and trees.

- ✓ Child Care Centers: Acquisition, construction, or rehabilitation of facilities intended primarily for children age 12 and under. Examples are daycare centers and preschool centers.
- ✓ Tree Planting: Activities limited to tree planting (sometimes referred to as beautification).
- ✓ Other Public Facilities and Improvements: Do not use select this category unless an activity does not fall under a more specific public improvement/facility category.
- The target population for the program or neighborhoods for the program and how they were identified.
- The plans and timeline for program start-up, if this is a new program.

OUTREACH

Attach a description of not more than one page describing your outreach plan to make your best effort that your target population, not only the clients you presently serve, will be aware of your programs. You must be able to reach out to and communicate with those who need your services who may have limited ability to speak English. Please list all languages in which your agency has capability, specifying the full-time equivalent staff or the number of volunteers on call to assist with each.

SUPPLEMENTAL DOCUMENTS CHECKLIST

Submit one (1) copy of each of the following.

- Board of Directors' authorization to submit CDBG application (copy of the minutes of the meeting in which the governing body's resolution, motion, or other official action is recorded).
- Board of Directors' designation of authorized official (a signed letter from the chairperson of the governing body providing the name, title, address, and telephone number of each authorized individual).
- Articles of Incorporation.
- Bylaws.
- State and Federal Tax Exemption Determination Letters

PROPOSED BUDGET

Use the table on the next page to indicate how the requested grant funds will be utilized and matching resources for the grant. Matching funds may include non-federal grants; the value of any donated material, building, or lease, calculated at fair market value; and volunteer hours, valued at \$5 per hour. You must submit a budget showing all expenses and resources associated with the proposed project, not only those staff or other program expenses for which you are requesting CDBG funds. If you prefer to submit your own spreadsheet rather than this form, please feel free to do so, provided that all of the columns shown below are included and complete. The full-time equivalent (FTE) for our agency is **32** hours/week.

**Proposed Budget
FY 2015/16**

A Budget Item	B Calculation	C Matching Sources	D CDBG Contribution	E Program Budget
Personnel				
Staff Salaries		28600	17750	46350
Fringe Benefits		6864	4260	11124
Personnel Sub-Total		\$ 35464	\$ 22010	\$ 57474
Operations				
Space/desk/phones/fax/computers	500 unit cost per 6 months	1500	1500	3000
Supplies and Materials	133.33 unit cost per 6 months	680	0	680
Marketing/Promotion	331.66 unit cost per 6 months	500	1490	1990
Overhead Cost	8%	4343	0	4343
Operations Sub-Total		\$ 7023	\$ 2990	\$ 10013
Total Budget		\$ 42487	\$ 25000	\$ 67487

City of Huntington Park

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM 2015-2016 PUBLIC/SOCIAL SERVICE AGENCY REQUEST FOR FUNDING

Economic Development Proposal Business Assessment Project Timeframe 1/4/2016 – 6/30/2016

City of Huntington Park
Community Development Block Grant Program

Economic Development Proposal

I. General Information:

Agency: Hub Cities Consortium
Address: 2677 Zoe Avenue, 2nd Floor, Huntington Park, CA 90255
Telephone#: (323)586-4700
Fax#: (323)586-4702

Executive Director:	Jose Martinez	(323)586-4734
Business Services Manager:	Ofelia Gomez	(323)586-4754
Operations Manager:	Joseph Gomez	(323)586-4745

II. Organization History

Date Organization founded: 1988

Federal Identification Number: 95-4173716

State identification number: 35701721

III. Project Activity

CDBG Funds Requested: \$25,000

Hub Cities Consortium – America’s Job Center of California (AJCC)

The Hub Cities Consortium (HCC), America’s Job Center of California (AJCC) is a network of workforce experts that leverage funding and resources across the Los Angeles region to provide job seekers and businesses with no-cost, high value employment and training services.

Hub Cities Consortium provides a comprehensive system of training, placement and career planning for job seekers throughout Southern California. We also offer an array of services for businesses and employers, such as human resources and consulting services, labor market information, and economic development resources. Workshops are provided on topics ranging from new business ventures to career enhancement skills. We offer vocational classroom training and work related programs.

Hub Cities Consortium, based in Huntington Park, California, was founded in 1988 as the primary public job training and placement center for residents of the cities of Huntington Park, South Gate, Lynwood, Cudahy, Maywood and Bell Gardens.

Business Services

The primary purpose of Hub Cities Consortium Business Service Division is to provide an array of professional services to our business customers while simultaneously serving and focusing on the job seeker customer, understanding that businesses provide the Center with job opportunities and hire job seekers referred by the Center.

- Business Assistance

HCC assistance program was developed to help your business. Business Assistance encompasses a wide variety of resources ranging from recruitment, hiring events, youth jobs, training, and business strategy. These services are provided through Federal WIOA funds, and are offered at no cost to your business.

- The Business Assistance Team

The Business Assistance Team consists of friendly and resourceful professionals who are committed to helping local businesses meet the challenge of finding, training, and retaining qualified employees. Hundreds of local businesses have worked with us to reap the benefits of hiring tax credits, recruitment services, and training, as well as specialized services that assist employers and employees faced with downsizing.

Our one-on-one work with local businesses is aided by our hiring database that includes hundreds of individuals looking for work. You can post a job to recruit the right candidate, and also search thousands of resumes to find the perfect person.

The following professional services are provided to businesses at no cost:

Job Posting Service

Share your open job order with us. We can assist you with identifying qualified individuals to fill your hiring needs. HCC invites businesses to call and submit job orders and start saving time and money.

Business Needs Assessment

We can provide a thorough analysis of your unique business needs, ranging from staffing, training, labor market information, financing or marketing.

Business Resource Center

Our Business Resource Center is business driven; all our information is specifically geared to meet our customer's needs. We offer resource materials such as videos, CD-ROMs, books, newspapers and various periodicals; facility usage to conduct interviews; as well as use of computers, fax and copiers.

Employer Incentive Programs

We offer a variety of services that are specifically customized to businesses depending on their need.

- Work Opportunity Tax Credit (WOTC) - The WOTC is a federal income tax credit for employers who hire individuals from targeted groups. It can reduce employer's federal tax liability by as much as \$2400 per qualified employee. To learn more, click on the Department of Labor's website at www.users.doleta.gov/wotcdata.asp
- California State Enterprise Zone (EZ) Credit - The EZ credit is a state income tax credit for employers who hire job seekers from targeted groups. Employers can claim up to \$27,000 in tax credits over a five-year period when they hire qualified employees. Employees must perform at least 50% of their work within the boundaries of the designated enterprise zone. Employers must have an EZ voucher to claim the credit. To learn more, click on www.hcd.ca.gov/fa/cdbg/ez

Rapid Response Services

For businesses experiencing layoffs or closures, we can provide valuable information to help your employee's transition into other job opportunities.

Project Narrative:

In our increasingly globalized and highly competitive economy, businesses need to maintain their competitive edge by having a skilled workforce and technology driven business practices. Occasionally some companies are unable to maintain their competitive edge and productivity causing them to close their plant or to downsize their workforce.

Hub Cities Consortium works and collaborates with organizations such as: Los Angeles Economic Development Division, Employment Development Department, Small Business Administration, and Los Angeles County WIB, LADPSS, South Bay WIB, SCE etc.,...

The goal of the collaborative is to extend to you valuable resources, expertise, and business assistance tools offered by our Partnership. The services and resources available for both you and your employees include:

- Tax Credits- Investment Tax Credit & Enterprise Zones
- Energy Cost Savings & Efficiency
- Permits- L.A. County Building & Safety & Planning
- Financing: Facility Purchase for Growth & Consolidation
- Trade or Transitional Adjustment program access & Unemployment Insurance assistance
- Lay-off aversion assistance
- Outplacement Services for affected workers

The success and health of your business is important to the economic growth and vitality of our communities.

Hub Cities Consortium is proposing to reach out to the City of Huntington Park.

- 800 City Businesses
 - 500 Labor Market Survey Analysis
 - 100 Meet and Asses 50 Business Needs Analysis
- I. Reach out to 800 Businesses
 - II. Complete 200 Labor Market Survey Analysis (LMSA)
 - III. Complete 100 Business Needs Analysis (BNA)
 - IV. Connect 12 employers who need employee training to a training agency.
 - V. Connect 12 trained workers to a job opening.

Hub Cities will identify with the assistance companies who potentially have higher wage jobs. HCC will contact the companies and together will visit companies who have needs with an emphasis on job openings with higher wage jobs.

Business needs assessments will be performed on 100 businesses.

If they have job openings, HCC will post these at their resource center and launch specialized recruitment efforts to identify potential qualified candidates. HCC will perform job seeker recruiting and will be seeking other grant monies to establish an ongoing recruitment.

If the businesses have other needs the businesses will be connected with a business service provider such as the SBDC to assist them. HCC will follow up with the business service provider to ensure that the business is receiving the services it requires.

Time line: Day 1-30 Research and Identify 800 businesses
 Day 31-60 Complete 200 LMI
 Day 61-120 Complete 100 BNA
 Day 121-160 Connect with 12 employers who need employee training.
 Day 161- 180 Connect 12 trained workers to a job opening.

Each of the projected goals for the project will be reviewed on a monthly basis and will form the basis for our basic evaluation. In addition our evaluation plan seeks to address the following questions:

- ❖ How much time did it take to identify potential businesses? What industries did they represent?
- ❖ A matrix indicating the types of services businesses identified as needing in the business need assessment.
- ❖ Did we do individual interviews with businesses? What were the challenges?
- ❖ Were higher wage jobs – here being identified as in the range of \$12-15/hour or higher readily available within Huntington Park or was it necessary to look for such jobs outside of HP.
- ❖ What were the common obstacles or shortages faced by job seekers in obtaining higher wage jobs?
- ❖ Was sufficient short term job training available to meet skill shortages?
- ❖ What was learned which can be shared with civic leaders, local business associations and local economic development agencies.

There are many factors, or many ways that the business analyst can identify business needs. It can be a result of market research or an identified new opportunity brought about by actions of a vendor or competitor. It could be derived from a strategic goal or initiative of the organization.

If this vital role is not performed than the organization would not realize the benefits of identifying some business needs that need to be addressed, possibly gaining greater competitive advantage, possibly achieving strategic goals or taking advantage of an opportunity presented in the market. As you can see this can have a direct effect on the strategic success, and bottom line, of the organization.

DEFINE BUSINESS NEED

Once identified, the business need should be documented in the business case to initiate a project to develop a solution for this business need. This solution may, or may not, involve information technology software development; some solutions are completely a business solution. The business need defines the problem for which the business analyst is attempting to find a solution. The way the business need is defined determines which alternative solutions will be considered, which stakeholders will be consulted and which solution approaches will be evaluated.

DEFINE PROBLEM

Defining business need and defining the problem are two different things. The business need leads to the problem, but both the business need and problem statement needs to be defined and documented. Take for example that you have identified that sales have been decreasing for the past three years. So your business need statement could be “Need increased sales”. What is your problem statement? A root cause analysis uncovered an aging sales force using archaic sales techniques, no new products introduced to the marketplace in three years, competitors introducing products with innovative features, no new marketing campaigns in the last two years, rising costs, and production equipment in need of repair and upgrade.

LEADS TO THE SOLUTION

Now that the true problems have been identified, the enterprise can now initiate separate projects to find solutions for the sales problem, product problem, marketing problem, and production problems; rising costs and production equipment. The team assigned the sales problem can determine if they need to hire younger salespeople, provide sales training on newer techniques, provide better sales support, or implement a new customer relationship management system. Likewise, the other project teams will determine proper solutions to their defined problem statement.

One pitfall that many business analysts and project teams fall into is trying to define the business need by the solution. In practice, quite often the business stakeholders define the solution at the start of the project instead of defining the problem statement first.

They start with the solution first instead of the problem first. This reduces the solution alternatives that receive consideration and may bring a lesser valuable solution to deployment than what could have been achieved. So starting with the business need, problem statement, and solution scope; then developing alternative solutions will bring the most valuable solution to the organization, and the business analyst’s recommendation, to light.

In our sales problem example above, the organization may have identified slumping sales for three years. Without proper problem statement identification the business team may decide to simply hire more salespeople to increase sales. Without proper root cause analysis, they may hire older salespeople, just like the rest of the sales force they have. None of the true root cause problems get resolved because the team jumped to the solution with identifying the true problems needing addressed.

Project Budget

PROPOSED BUDGET

Economic Development Proposal- Business Assessment

Name City of Huntington Park

Project: Economic Development Proposal – Business Assessment

BUDGET CATEGORIES		BUDGET		
		TOTAL ACTIVITY BUDGET	PROJECT/CDGB FUND REQUESTED	TOTAL
I. DIRECT COSTS				
A.	PERSONNEL COSTS			
	1. Salaries and Wages	17,750	28,600	46,350
	2. Fringe Benefits	4,260	6,864	11,124
B.	PROGRAM COSTS			
	1. Space/desk/phone/fax/computer use	1,500	1,500	3,000
	2. Supplies Materials		680	680
	3. Marketing/Promotion	1,490	500	1,990
	4. Indirect Costs or Facilities & Administrative Costs (overhead)	0	4,343	4,343
	5.			
	6.			
	7.			
	8.			
	9.			
	10.			
TOTAL BUDGET		25,000	42,487	67,487

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT
BETWEEN THE
CITY OF HUNTINGTON PARK
AND THE
HUB CITIES CONSORTIUM**

This Agreement is made and entered into this 1st day of July, 2015, by and between the CITY OF HUNTINGTON PARK, hereinafter referred to as "CITY," and the HUB CITIES CONSORTIUM, hereinafter referred to as "SUBRECIPIENT." The project is to be identified as the HUNTINGTON PARK HOMEWORK CENTER hereinafter referred to as "PROJECT" OR "PROGRAM".

PURPOSE

This Agreement sets forth the responsibilities of CITY and SUBRECIPIENT in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended. The CDBG program and funds related thereto are referred to from time to time as the "CDBG PROGRAM" or "CDBG FUNDS".

CITY agrees to engage the services of SUBRECIPIENT, and SUBRECIPIENT agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

The parties mutually agree as follows:

1. SUBRECIPIENT'S SERVICES

SUBRECIPIENT agrees to perform all tasks, obligations, and services set forth in the "Subrecipient Scope of Services & Budget" attached to this Agreement as Exhibit A and incorporated into this Agreement by this reference.

2. PAYMENT FOR SERVICES

SUBRECIPIENT shall be compensated as follows:

- a) Amount. It is expressly agreed and understood that the total amount to be paid by the CITY under this agreement shall not exceed Five Thousand Dollars (\$5,000). Payment may be contingent

upon certification of the SUBRECIPIENT's financial management system in accordance with the standard specified in OMB Circular A-87.

- b) Not Exceed. Compensation under this agreement shall not exceed \$5,000. If the costs of services provided exceed \$5,000, the SUBRECIPIENT shall pay all additional costs. If the cost of services provided is less than \$5,000, the CITY shall retain all unused funds.
- c) Budget. Draw downs for the payment of eligible expenses shall be made against the line item budgets specified in the "Subrecipient Scope of Services & Budget" in Exhibit A herein incorporated into this Agreement by this reference. The compensation shall be paid at the time and manner set forth in the "Schedule of Compensation" in Exhibit B.

3. AVAILABILITY OF FUNDS/MODIFICATIONS

The City's provision of funding to SUBRECIPIENT pursuant to this Agreement is contingent on the availability of CDBG FUNDS and continued federal authorization for CDBG PROGRAM activities, and is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification and termination as necessary by CITY in accordance with requirements contained in any future Federal legislation, regulations or CITY policy. All other modifications must be in written form and approved by both parties.

4. OBLIGATIONS OF FUNDS

SUBRECIPIENT shall not obligate any funds, incur any costs, or initiate identified project(s), which are the subject of the Agreement, until all environmental review has been completed and certified by CITY's Community Development Department and CITY has issued a written "Authorization to Obligate Funds and Incur Costs."

5. TERM OF AGREEMENT

The term of this Agreement shall be from January 19, 2016 to June 30, 2016.

6. TIME FOR PERFORMANCE

SUBRECIPIENT shall not perform any work under this Agreement until (i) SUBRECIPIENT furnishes proof of insurance as required under Section 22 of this Agreement, and (ii) CITY gives SUBRECIPIENT a written, signed and numbered purchase order or other Authorization to obligate funds and incur costs. All services required of SUBRECIPIENT under this Agreement shall be completed on or before the end of the term of the Agreement.

7. DESIGNATED REPRESENTATIVE

a) The CITY's representative is as follows:

Name and Title: Manuel Acosta, Economic Development Manager
Address: 6550 Miles Avenue, Huntington Park, CA 90255
E-Mail Address: MAcosta@hpca.gov
Telephone Number: (323) 584-6213

b) The SUBRECIPIENT's representative, who shall be responsible for job performance, negotiations, contractual matters, coordination with the CITY Representative is as follows:

Name and Title: Jose Martinez, Executive Director of HUB Cities Consortium
Address: 2677 Zoe Avenue, Huntington Park, CA 90255
E-mail Address: JMartinez@hubcities.org
Telephone No.: (562) 940-8400

The SUBRECIPIENT's professional services shall be actually performed by, or shall be immediately supervised by, the SUBRECIPIENT's representative.

8. COMPLIANCE

SUBRECIPIENT agrees that it undertakes hereby the same obligations to CITY that CITY has undertaken to HUD pursuant to CITY's CDBG application and certifications. The obligations undertaken by SUBRECIPIENT include, but are not limited to, the obligation to comply with all federal laws and regulations describe in Subpart K of 24 CFR Part 570 and specifically with each of the following:

- a) The Housing and Community Development Act of 1974 (Public Law 93-383) as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983; and the Housing and Community Development Act of 1987.
- b) Final regulations of the Department of Housing and Urban Development relating to Community Development Block Grants (Title 24, Chapter V, Part 570 of the Code of Federal Regulations commencing with Section 570.1) dated September 6, 1988; and revisions to 24 CFR Part 570 at Subpart J entitled "Grant Administration" and dated March 11, 1988.
- c) Regulations of the Department of Housing and Urban Development relating to environmental review procedures for the Community Block Grant program (Title 24, Subtitle A, Part 58 of the

Code of Federal Regulations, commencing at Section 58.1) except that SUBRECIPIENT does not assume CITY's environmental responsibilities.

- d) Local and State civil rights laws, Title VI of the Civil Rights Act of 1964 as amended (P.L. 88-352), Title VIII of the Civil Rights Act of 1968 as amended, and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- e) Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- f) Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted project. The CITY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of the Agreement.
- g) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and regulations adopted to implement the Act in the Code of Federal Regulations, Title 24, Part 42; 49 CFR Part 24; and 24 CFR 570.606 (b).
- h) Equal Employment Opportunity and Affirmative Action (EEO/AA); The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- i) Women- and Minority-Owned Business Enterprise (W/MBE); The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage

Americans, Asian Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

- j) Administrative regulations, including, but not limited to, applicable Sections of Department of Housing and Urban Development regulations located at:
1. 24 CFR Part 85 entitled "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments" and referred to as the "Common Rule";
 2. OMB Circular A-87 entitled "Cost Principles Applicable to Grants and Contracts with State and Local Governments and Indian Tribes." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
 3. OMB Circular No. A-128 entitled "Audits of State and Local Governments" (implemented at 24 CFR part 44);
 4. OMB Circular A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations";
 5. OMB Circular A-122 entitled "Cost Principles for Non-Profit Organizations";
 6. OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profits." SUBRECIPIENT records with respect to any matters covered by this agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning SUBRECIPIENT audits and OMB Circular A-133.
- k) Unless specified otherwise within this Agreement, the SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40 – 48.
- l) SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of

Historic Properties, and any and all local ordinances insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

- m) The Labor Standards Regulations set forth in Section 570.603 of 24 CFR Part 570; and HUD Handbook 1344.1; requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended; the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- n) The Architectural Barriers Act of 1968 (42 U.S.C. Section 4151 and the Americans with Disabilities Act of 1990 (ADA).
- o) The Hatch Act relating to the conduct of political activities (Chapter 15 of Title 5, U.S.C.). SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of this Act.
- p) The Flood Disaster Protection Act of 1973 (Public Law 93-234 and the regulations adopted pursuant thereto) Section 202(a) and the regulations in 44 CFR parts 59 through 79. SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under

the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

- q) The Clean Air Act (42 U.S.C. Chapter 85) and the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.) and the regulations adopted pursuant thereto.
- r) Executive Order 12372, which requires State Clearinghouse review and comment of any CDBG project for the planning, construction, reconstruction, and/or installation of water or sewer facilities.
- s) Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 (b)). SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- t) Provision of 24 CFR Part 24 regarding use of debarred, suspended, or ineligible contractors or subcontractors.
- u) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- v) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- w) OSHA; Where employees are engaged in activities not covered under the Occupational Safety Act of 1970 (OSHA), they shall not be required or permitted to work, be trained, or receive services in buildings that are unsanitary, hazardous, or dangerous to the participants' health or safety.

SUBRECIPIENT further agrees to comply with any environmental, procurement, construction, and other guidelines provided by CITY.

As required by Section 33, SUBRECIPIENT shall obtain any necessary permits, licenses and certificates that may be necessary for its performance under this Agreement. Failure to meet established performance goals and standards and/or non-compliance with applicable rules and regulations shall

constitute non-compliance with the terms of this Agreement. The CITY is entitled to use one or more of the following remedies for non-compliance: temporarily withhold cash payments pending correction of deficiencies by SUBRECIPIENT; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the SUBRECIPIENT's program; withhold further awards for the program; and/or take other remedies that may be legally available.

9. INDEPENDENT CONTRACTORS

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. All persons employed for the performance of services and functions hereunder shall be officers, agents, or employees (including volunteers) of SUBRECIPIENT and shall not be deemed to be those of CITY; no CITY officer, agent, or employee shall be under control or supervision of SUBRECIPIENT, and no SUBRECIPIENT officers, agents or employees (including volunteers), shall have any entitlement to wages, pension, civil service, or any status or rights with CITY. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

10. SUBCONTRACTS

SUBRECIPIENT shall incorporate the same or substantially equivalent requirements as are contained in this Agreement in all subcontracts which utilize any CDBG FUNDS and/or support any CDBG PROGRAMS(s) covered by this Agreement; when PROGRAMS(s) utilize(s) CDBG FUNDS and other funding sources, all FUNDS shall be subject to CDBG regulations. SUBRECIPIENT, by entering into any such subcontract for performance of any portion of its CDBG PROGRAM, is not relieved of its responsibilities to CITY as set forth in this Agreement.

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the CITY prior to the execution of such agreement.

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

The SUBRECIPIENT shall insure that all subcontracts let into the performance of this agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

11. NON-DISCRIMINATION/GRIEVANCE PROCEDURES

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279 and all local ordinances. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

No person with responsibilities in the operation of any project under this Agreement will discriminate because of race, creed, color, national origin, age, sex, political affiliation, handicap, beliefs, or marital or familial status.

SUBRECIPIENT will ensure that every effort is made to provide equal opportunity to every potential minority and women's business vendor, contractor and subcontractor.

12. SECTION 3 CLAUSE

- a) Compliance. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subcontractors, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low-income residents within the service area or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual and/or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notification. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontract. The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

13. STANDARD OF CONDUCT/CONFLICT OF INTEREST AND LOBBYING

The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 84.42 and 570.611.

No member, officer or employee of SUBRECIPIENT or its designee or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program activities assisted under this Agreement.

No member, officer or agent of the SUBRECIPIENT shall participate in the selection of in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this Section, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the SUBRECIPIENT, or any designated public agency.

By entering into this Agreement, SUBRECIPIENT certifies:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, 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 a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.
- b) 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, SUBRECIPIENT shall complete and submit Standard Form LL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and other federal disclosure forms as requested.
- c) SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS 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.

14. FISCAL CONTROL

The SUBRECIPIENT agrees to comply with 24 CFR 84.21 – 28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. SUBRECIPIENT shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The SUBRECIPIENT shall establish such fiscal controls and fund accounting procedures as required by Federal regulations, or as may be deemed necessary by HUD and CITY to ensure the proper disbursement of, and accounting for, funds paid to the SUBRECIPIENT under the CDBG PROGRAM.

- a) Disbursement of Funds: CDBG FUNDS shall be disbursed by CITY to SUBRECIPIENT on a reimbursement for actual expenses basis.
- b) Deposit of Funds: SUBRECIPIENT shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG FUNDS. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of \$100 per year (which may be retained for related administrative expenses) must be returned at least quarterly to the U.S. Department of Housing and Urban Development (HUD) via the CITY. Deposits in minority banks are encouraged.

SUBRECIPIENT subject to OMB Circular A-110 shall deposit funds in an account requiring two signatures for disbursement and shall submit to CITY specimen signatures for all authorized signatories prior to receipt of funds.

CITY agrees to pay SUBRECIPIENT progress payments at the time and in the manner set forth in the "Schedule of Compensation," Exhibit C. Payment by CITY is not to be construed as final in the event HUD disallows reimbursement for the project or any portion thereof. Reasonable back-up documentation, as specified by CITY, shall be submitted by SUBRECIPIENT with request for payment.

SUBRECIPIENT shall be liable for all amounts which are determined to be due by HUD including, but not limited to, disallowed costs which are the result of SUBRECIPIENT's or its contractor's conduct under this Agreement. SUBRECIPIENT shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between CITY and HUD arising from this Agreement.

All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 18 of this Agreement.

If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the CITY for approval, in a form specified by the CITY.

15. PROGRAM INCOME

SUBRECIPIENT shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the SUBRECIPIENT may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the CITY.

16. REVERSION OF ASSETS

Upon expiration of this Agreement, SUBRECIPIENT shall transfer to the CITY any CDBG FUNDS in SUBRECIPIENT's control at the time of expiration and any accounts receivable attributable to the use of CDBG FUNDS. Further, any real property under SUBRECIPIENT's control that was acquired and/or improved in whole or in part with CDBG FUNDS (including CDBG funds provided to the SUBRECIPIENT in the form of a loan) in excess of \$25,000 shall be either:

- a) Used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, the length of time to be further prescribed by mutual agreement of the parties and delineated in this Agreement. If the SUBRECIPIENT fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the SUBRECIPIENT shall pay the CITY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The SUBRECIPIENT may retain real property acquired or improved under this agreement after the expiration of the five-year period or for a longer period of time, as the CITY deems appropriate.
- b) Disposed of in such manner that CITY is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG FUNDS for acquisition and/or improvement of such property. The payment is Program Income to the recipient.

17. EQUIPMENT

Equipment, which shall be defined as tangible, nonexpendable, personal property having a useful life of more than one (1) year and an acquisition cost of \$1,000 or more per unit, is eligible for purchase using CDBG FUNDS only upon prior approval of CITY and subject to 24 CFR Part 570.207(b)(1). Such equipment shall be used by SUBRECIPIENT in the project for which it was acquired as long as needed, regardless of whether such project continues to be supported by Federal funds; at the time, equipment may be used in other activities currently or previously supported by a Federal agency. Use of such equipment is also subject to provisions of 24 CFR Part 85.32(c)(2)(3) and (4). SUBRECIPIENT shall also establish procedures for managing equipment, which meet the requirements of 24 CFR Part 85.32(d). Further, proceeds from disposition of such equipment shall be treated as program income as specified in Section 15 and 16 of this Agreement.

18. RECORDS AND REPORTS

SUBRECIPIENT agrees to supply to CITY, on a minimum quarterly basis, any progress reports and/or other documentation as may be required by CITY to audit performance of this Agreement and/or to enable CITY to analyze and evaluate utilization of SUBRECIPIENT's program. SUBRECIPIENT shall maintain separate accounting and financial records for each funding (revenue) source in support of the project(s).

- a) Payment Request. SUBRECIPIENT shall submit a Payment Request and supporting documents for payment to CITY's Community Development Department by the 15th of each month. Payment of accurate and approved Payment Requests may be submitted no more often than once a month and no less often than once every three (3) months. An exception would only be in the event that no expenditures occurred, which shall be documented in the Subrecipient Performance Report. Payment Request shall be made on a form substantially similar to Exhibit D, "Payment Request."
- b) Subrecipient Performance Report (SPR). Subrecipient Performance Reports (SPR) shall be made on the form provided for in Exhibit E "Subrecipient Performance Report" and shall address project status and, if applicable, explanation of any problems/delays encountered and/or anticipated and measures to be taken to correct such problems; revised milestones including anticipated schedule for project completion; direct benefit statistics; and a summary of expenditures, obligations, program income, and drawdowns to date. In addition, SUBRECIPIENT shall provide as part of the progress report any citizen comments received during the reporting period relative to the project(s), and responses to such comments, and additional project information, as needed. SUBRECIPIENT shall submit such report quarterly within fifteen (15) days of the close of report period.
- c) Client Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income

level or other basis for determining eligibility, and description of services being provided. Such information shall be made available to CITY monitors or their designees for review upon request.

- d) Disclosure. The SUBRECIPIENT understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the CITY's or SUBRECIPIENT's responsibilities with respect to services provided under this contract, is prohibited by all applicable state and federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- e) HUD/CITY Reports. SUBRECIPIENT shall submit to CITY in a timely manner other reports as requested/required CITY for HUD compliance including, but not limited to the Contractor/Subcontractor, EEO-4, and Minority Financial Institution Reports (if applicable), and provide, as requested by HUD and/or CITY, information necessary to prepare the Consolidated Plan, Final Statement of Community Development Objectives, Consolidated Annual Performance and Evaluation Report CAPER), and other such reports and/or plans.
- f) Audit. SUBRECIPIENT shall be responsible for conducting an annual audit of its CDBG PROGRAM in compliance with the Office of Management and Budget (OMB) Circular No. A-133 issued pursuant to the Single Audit Act of 1984 and the Single Audit Amendments of 1996, P.L. 98-502, OMB Circular A-110, and 24 CFR Part 85, as applicable. A copy of said audit shall be forwarded to CITY upon completion. Any costs associated with the annual audit shall be the responsibility of and paid for by SUBRECIPIENT.

19. AGREEMENT RESPONSIBILITY FOR MONITORING AND RECORDS

HUD, the Office of the Inspector General (OIG), and the designated representatives of CITY, and other appropriate officials shall have access to all personnel records, management information, and fiscal data of SUBRECIPIENT and any agency or contractor with whom SUBRECIPIENT executes a subcontract necessary to carry out any CDBG PROGRAM(s) for monitoring purposes (24 CFR 85.40(a) and 84.51-84.53). The SUBRECIPIENT shall respond in a timely manner to all identified corrective action needs as a result of HUD, County, or other monitoring. The SUBRECIPIENT shall submit to CITY all required reports and monitoring corrective action plans on a timely basis, as delineated by CITY. Records shall be maintained as follows:

- a) SUBRECIPIENT agrees to retain all pertinent records under CDBG PROGRAM, including financial records, until advised by CITY that further retention is unnecessary. Generally, records shall be retained for a period for five (5) years from the end of the fiscal year in which the last project covered by CITY's annual agreement with HUD is completed. Records shall be open and available for inspection by auditors and/or other staff assigned by HUD and/or CITY during the normal business hours of SUBRECIPIENT. If at the end of such five-year period, there is ongoing

litigation, claims, negotiations, audit or other action involving SUBRECIPIENT's or the CITY's records, which has started before expiration of the five (5) year period, SUBRECIPIENT will retain the records until the completion of the action and resolution of all issues which arise from it (24 CFR 85.42 as modified by 570.502(a)(16), or 24 CFR 84.53(b) as modified by 570.502(b)(3)(ix)(A) and (B), as appropriate).

- b) Consistent with applicable state and local laws regarding privacy and obligations of confidentiality, the SUBRECIPIENT also must provide citizens with reasonable access to records on the past use of CDBG funds (24 CFR 570.508).
- c) Records for nonexpendable property shall be retained for a period of five (5) years after final disposition of the property, if applicable.

20. INSPECTION OF RIGHTS

SUBRECIPIENT agrees to allow CITY to inspect physical premises of any project(s) upon 24-hour advance notice.

21. REQUEST FOR TECHNICAL ASSISTANCE

SUBRECIPIENT shall refer to the Community Development Department any regulatory or procedural questions regarding operation of its CDBG PROGRAM. All formal requests for technical assistance shall be submitted in writing. Requests should specify the problem area, particular assistance being requested, and proposed solution if applicable. Informal questions regarding day-to-day program operation may be directed to the designated CITY representative.

22. INSURANCE

SUBRECIPIENT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by CITY, the following minimum scope of insurance coverage:

- a) A policy or policies of broad-form commercial general liability insurance, in a form at least as broad as ISO form #CG 00 01 11 88, with minimum limits of one million dollars (\$1,000,000.) combined single limit coverage per occurrence against any bodily injury, personal injury, or property damage. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit;
- b) Business Automobile Liability Insurance, with minimum combined single limits coverage of one million dollars (\$1,000,000.) per accident for bodily injury and property damage. Such insurance

shall include coverage for owned, hired and non-owned automobiles used to perform work under the City's grant, as applicable;

- c) Worker's Compensation Insurance in accordance with the laws of the State of California, and Employers Liability Insurance with a minimum limit of one million dollars (\$1,000,000) per accident, as applicable.

All insurance coverage's shall be confirmed by execution of endorsements and certificates of insurance. SUBRECIPIENT is required to file the completed policy endorsements and certificates with CITY on or before the effective date of this Agreement, and to thereafter maintain current endorsements on file with CITY. The completed endorsements and certificates of insurance are subject to the approval of the CITY. In addition any deductible or self-insured retention must be declared to and approved by the CITY.

The insurance policies required under this section shall contain, or be endorsed to contain, the following provisions:

a) Commercial General Liability, Business Automobile Liability Policies.

1. The CITY, its officials, officers, agents, employees, and volunteers are to be covered as an additional named insured as respects: liability arising out of activities performed by or on behalf of SUBRECIPIENT; products and completed operations of SUBRECIPIENT; premises owned, occupied, or used by SUBRECIPIENT; or automobiles owned, leased, hired, or borrowed by the SUBRECIPIENT.
2. SUBRECIPIENT'S insurance coverage shall be primary insurance as respects the CITY, its officials, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, officers, agents, employees and volunteers shall be excess of the SUBRECIPIENT'S insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, officers, agents, employees, and volunteers.

The SUBRECIPIENT's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- b) Worker's Compensation and Employer's Liability Insurance. Insurer waives all rights of subrogation against CITY, its officials, officers, agents, employees and volunteers for losses arising from work performed by SUBRECIPIENT of CITY.

- c) All Coverage's. Each policy of insurance required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY.

23. WORKER'S COMPENSATION

For the duration of the agreement, SUBRECIPIENT and all subcontractors, consultants, and agents shall maintain Workers' Compensation Insurance in the amount and type required by California Law, if applicable.

24. HOLD HARMLESS

SUBRECIPIENT shall hold City and City's officers, employees, agents and volunteers harmless and free from any and all claims, liabilities or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or other wrongful conduct related in any way to SUBRECIPIENT'S performance of its services pursuant to this Agreement. In the event City and/or any of City's officers, employees, agents or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission or other wrongful conduct, SUBRECIPIENT shall indemnify them for any judgment rendered against them, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including, but not limited to attorney's fees.

SUBRECIPIENT also understands and agrees that it is being employed to perform the services provided for by this Agreement because of SUBRECIPIENT'S professed expertise and experience in performing the services provided for under this Agreement. In addition SUBRECIPIENT understands and agrees that while City and City's officers agents, may elect to do so, they have no duty to review, inspect, or supervise the work performed by SUBRECIPIENT pursuant to this Agreement, except as otherwise expressly provided for by this Agreement. As a consequence, SUBRECIPIENT waives any right of contribution against City or any of City's officers, employees, agents and volunteers arising out of such failure to inspect, review, monitor or supervise the work performed by SUBRECIPIENT pursuant to this Agreement.

25. COVENANTS AND CONDITIONS

Each term and each provision of this agreement to be performed by SUBRECIPIENT shall be construed to be both a covenant and a condition.

26. EFFECT OF TERMINATION

- a) Termination of Agreement for Convenience. In accordance with 24 CFR Part 85.44, the Agreement may be terminated by either party after thirty (30) days written notice of intention to terminate, setting forth the reasons and the effective date of such termination, has been given to the other party, provided, however, that no notice of termination given by SUBRECIPIENT shall be effective unless HUD has agreed to release CITY from its obligations pursuant to the Program Activity (ies). Alternatively, the Agreement will automatically terminate in the event that the United States Government terminates the CDBG PROGRAMS or terminates the Program Activity (ies) which is the subject of the Agreement.

- b) Termination of Agreement for Cause. In accordance with 24 CFR Part 85.43, the parties hereto understand that pursuant to CITY's execution of the HUD application, CITY assumed responsibility as to the performance of the projects. If through any cause SUBRECIPIENT fails to fulfill in a timely and proper manner its obligations under this Agreement to undertake, conduct or perform the project(s) identified in this Agreement, or if SUBRECIPIENT violates any of the covenants, agreements, or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof at least (5) days before the effective date of such termination. Notwithstanding the above, SUBRECIPIENT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any payments to SUBRECIPIENT for the purpose of set off until such time as the exact amount of damages due CITY from SUBRECIPIENT is determined.

- c) Upon termination, as stated in Section 3 or 27 of this Agreement, the CITY shall be liable to SUBRECIPIENT only for work done by SUBRECIPIENT up to and including the date of termination of this Agreement, unless the termination is for cause, in which event SUBRECIPIENT need be compensated only to the extent required by law.

27. SEVERABILITY

If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby and all other parts of this agreement shall nevertheless be in full force and effect.

28. OWNERSHIP OF SUBRECIPIENT'S WORK PRODUCT AND COPYRIGHT

CITY shall be the owner of any and all computations, plans, correspondence and/or other pertinent data and information gathered or prepared by SUBRECIPIENT in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for governmental purposes.

29. TAXPAYER IDENTIFICATION NUMBER

SUBRECIPIENT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 2007), as issued by the Internal Revenue Service.

30. AMENDMENTS

The CITY or SUBRECIPIENT may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the CITY's governing body. Such amendments shall not invalidate this agreement, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this agreement.

The CITY may, in its discretion, amend this agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both CITY and SUBRECIPIENT.

31. USE OF TERM "CITY"

Reference to "CITY" in this Agreement includes CITY Manager, the designated CITY representative, or any authorized representative acting on behalf of CITY.

32. NOTICES

All notices given, or required to be given, pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed to each party's designated representative as set forth above. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

33. PERMITS AND LICENSES

SUBRECIPIENT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

34. CITY RECOGNITION

The SUBRECIPIENT shall insure recognition of the role of the CITY in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this agreement.

35. WAIVER

A waiver by the CITY of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

36. GOVERNING LAW

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Orange County.

37. ASSIGNABILITY

The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the CITY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

38. INTEGRATED AGREEMENT

This Agreement represents the entire Agreement between the CITY and the SUBRECIPIENT and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

IN WITNESS WHEREOF, the City Manager of the City of Huntington Park has caused this agreement to be subscribed and attested by the City Clerk hereof, and the SUBRECIPIENT has subscribed the same through its authorized officer, the day, month and year first above written.

SUBRECIPIENT

CITY

CITY OF HUNTINGTON PARK

HUB CITIES CONSORTIUM

By: _____
EDGAR CISNEROS
City Manager

By: _____
JOSE MARTINEZ
Executive Director

Dated: _____

Dated: _____

Approved as to Form:

Attest:

By: _____
City Attorney

By: _____
City Clerk

Dated: _____

Dated: _____

EXHIBIT A
CDBG/PUBLIC SERVICES
SUBRECIPIENT SCOPE OF SERVICES & BUDGET
PROGRAM YEAR 2015-16

This Scope of Services is part of the Subrecipient Agreement between the **CITY OF HUNTINGTON PARK** and the **COUNTY OF LOS ANGELES PUBLIC LIBRARY**, SUBRECIPIENT, dated January 19, 2016. It is incorporated into the Agreement as though fully set forth therein:

TITLE OF PROJECT: Huntington Park Youth Employment and Civic Engagement Pilot Program
SUBRECIPIENT: HUB Cities Consortium – Huntington Park
ACTIVITY: Public Services / 24 CFR 570.201(e)
MATRIX CODE: 05D – Youth Services

I. SCOPE OF SERVICES

SUBRECIPIENT will be responsible for administering a Program Year 2015-16 Community Development Block Grant (CDBG) project described as follows in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds:

Project Description – *Provide a summary of the project including any history or background on the program need. Also describe to what extent this activity delivers the desired outcomes in the community or in the lives of the persons assisted.*

Client Eligibility/Target Population – *Clearly describe the clientele your agency is intending to serve through this CDBG-funded program, including estimated numbers of clients to be served, and other measurable outputs.*

Target Service Area – *Describe the service area your agency will target to ensure that you serve only the clients that reside within that area.*

City of Huntington Park.

Marketing and Outreach – *To ensure that you provide opportunities to all available and eligible persons, please describe how your agency will outreach and market the program to the targeted population.*

BUDGET

SUBRECIPIENT understands that the agreement is in the amount not to exceed \$5,000 (Five-Thousand Dollars).

**Proposed Budget
FY 2015-2016**

A Budget Item	B Calculation	C Matching Sources	D CDBG Contribution	E Program Budget
Personnel				
Staff Salaries		\$ 7,309	\$ 656	\$ 7,965
Fringe Benefits		\$ 2,652	\$ 94	\$ 2,746
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
Personnel Sub-Total		\$ 9,961	\$ 750	\$ 10,711
Operations				
Tool kits	2 Tool Kits @ 1000	\$ 500	\$ 2,000	\$ 2,000
Internship salaries	2 units cost @ 2,250	\$ 2,250	\$ 2,250	\$ 4,500
Workshops and Lunches	50 units cost @ 50	\$ 250	\$ 0	\$ 250
Community Beatification Project	100 units @ 50	\$ 500	\$ 0	\$ 500
UCLA Unicamp Fee	2 slots @75	\$ 150	\$ 0	\$ 150
Graduation Video	2 Slots @50	\$ 100	\$ 0	\$ 100
Other services	Supportive Services	\$ 1,582	\$ 0	\$ 1,582
Operations Sub-Total		\$ 4,835	\$ 4,250	\$ 9,085
Total Budget		\$ 14,796	\$ 5,000	\$ 19,796

EXHIBIT B
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON PARK
AND THE
COUNTY OF LOS ANGELES PUBLIC LIBRARY
FOR THE
HUNTINGTON PARK HOMEWORK CENTER

“SCHEDULE OF COMPENSATION”

1. AMOUNT OF COMPENSATION. For performing and completing all work and services described in Exhibit A, and for providing all materials required therefore, CITY shall pay SUBRECIPIENT the total amount of:

NOT TO EXCEED: \$5,000.00

The above total amount listed shall include all out-of-pocket expenses incurred by SUBRECIPIENT in the performance of such services.

2. BILLING. At the completion of each item(s) as identified in Exhibit A “Scope of Work and Budget” of this Agreement or as expenses are incurred, Subrecipient shall submit a Payment Request (see Exhibit C “Payment Request”) with all supporting documentation to the CITY at the following address:

City of Huntington Park
Community Development Department
6550 Miles Avenue
Huntington Park, California 90255
Attn: Manuel Acosta, Housing and Community Development Manager

3. METHOD OF PAYMENT. Payment to SUBRECIPIENT of the compensation specified in Section 1 of this Exhibit shall be made as follows:

a) Subject to the maximum allowable compensation set forth in Section 1 of this Exhibit, the CITY shall pay the SUBRECIPIENT, based on the submittal and approval of a Payment Request (see Exhibit C “Payment Request”), on the basis determined by this Agreement during the term of this Agreement.

b) Terms shall be Net 30 days.

EXHIBIT C
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON PARK
AND THE
COUNTY OF LOS ANGELES PUBLIC LIBRARY
FOR THE
HUNTINGTON PARK HOMEWORK CENTER

“PAYMENT REQUEST”

**EXHIBIT D
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON PARK
AND THE
COUNTY OF LOS ANGELES PUBLIC LIBRARY
FOR THE
HUNTINGTON PARK HOMEWORK CENTER**

“FY 2015-16 SUBRECIPIENT PERFORMANCE REPORT (SPR)”



CITY OF HUNTINGTON PARK
COMMUNITY DEVELOPMENT BLOCK GRANT
FISCAL YEAR 2015/16
FUNDING APPLICATION

Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255

BACKGROUND

The City of Huntington Park (City) is requesting applications from selected **nonprofit organizations** and **City departments** with the administrative capacity and experience to assist the City in carrying out public services and public improvements/facilities benefiting Huntington Park's low- and moderate- income persons. Funding will be provided under the federal Community Development Block Grant (CDBG) Program granted to the City by the U.S. Department of Housing and Urban Development (HUD).

APPLICATION SUBMITTAL DEADLINE

Applications will be accepted until 4:30 P.M. on Thursday, February 12, 2015

Applicants must submit one original signed **CDBG Program Application** which follows and one copies. All materials should be packaged in the order presented in this application package. If you would like an electronic copy of these forms, please send an email to Manuel Acosta, Economic Development Manager at macosta@huntingtonpark.org or contact him by telephone at (323) 584-6213.

The City of Huntington Park may request additional information from an applicant prior to granting funds.

The **CDBG Public Service Application (pp 6 to 16)** can be mailed or hand delivered to:

**Manuel Acosta, Economic Development Manager
City of Huntington Park
Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255**

While the City of Huntington Park has yet to be notified about the final amount of funding to be received from HUD for Fiscal 2015/16, the City estimates an amount of \$1,308,812 to be used for developing the proposed activities next fiscal year. The statutory limit of 15 percent of the estimated annual CDBG entitlement award for public services is approximately \$196,321. Additionally, approximately \$850,000 will be available to carry out public improvement, public facility, and economic development activities.

PROGRAM REQUIREMENTS**ELIGIBLE ACTIVITIES**

The City will only consider activities that meet the program requirements cited herein.

- Examples of eligible activities for CDBG public service funding include day care or recreational services, including for children, youth, and older adults; crime prevention; health services, including primary health, substance abuse treatment, mental health, and counseling programs; housing counseling including landlord/tenant housing rights counseling and mediation, and fair housing outreach, counseling, and investigation; employment services, including job assessment, training, and placement; homeless prevention; graffiti removal and prevention; energy conservation; and other human services to alleviate poverty.
- Funds may be used to pay for staff, supplies and materials, and certain facility operating or administrative overhead costs that are directly related to the delivery of the funded public service program.
- An organization must either provide a new service, not just a newly CDBG-funded service, or provide a quantifiable increase in the level of service provided in the previous 12 months.
- The organization must be located within Huntington Park *or* have been providing services for at least two years to low- and moderate- income persons in Huntington Park, either on the basis as a direct benefit to each income eligible person/household or assisting a limited clientele of whom 51 percent are income eligible or who are presumed eligible (e.g., seniors, homeless, disabled persons). As of December 2014, income limits for low- and moderate-income households are as follows:

HUD 2014 Income Limits for Los Angeles - Long Beach Area								
(Income Limits for 2015 Expected by February 2015)								
Family Size	1	2	3	4	5	6	7	8
Extremely Low Income	\$17,150	\$19,600	\$22,050	\$24,450	\$26,450	\$28,400	\$30,350	\$32,300
Very Low Income	\$28,550	\$32,600	\$36,700	\$40,750	\$44,050	\$47,300	\$50,550	\$53,800
Low Income	\$45,650	\$52,200	\$58,700	\$65,200	\$70,450	\$75,650	\$80,850	\$86,100

- Be a non-profit organization with federal 501(c) (3) tax-exempt status or a government entity.
- Be able to reach out to, and communicate with, those who need your services who may have limited ability to speak English.
- Ensure the confidentiality of records concerning program participants.
- Comply with all Huntington Park contract agreement requirements, including following restrictions on the use of federal funds, utilizing the applicable OMB standard for financial management and audits, and submitting timely and complete invoices and quarterly reports describing program achievements. You must provide information on clientele demographics if you are meeting income guidelines on a household basis, or document the areas of service if you are meeting income guidelines on area wide basis.

INELIGIBLE ACTIVITIES

- CDBG funds may not be used to fund an existing service. By federal regulation, CDBG public service funds may not be used to replace another funding source in order to continue a program. CDBG funds may be used to continue a previously CDBG-funded program, provided that there is a quantifiable increase in the level of service over that provided within the previous 12 months.
- Service providers may not limit access to employment by their agency or client access to services on the basis of religion, require beneficiaries to attend religious services or meetings as condition for receiving CDBG-funded or associated services, or use funds to provide religious instruction or engage in religious proselytizing.
- The use of any federal funds for political activity is prohibited by federal regulation. CDBG funds may not be used to, in any way, advertise or promote the viability of or a position on any candidate, ballot measure, or other item that will be voted upon by the electorate. Voter education may be acceptable in certain cases; please consult with us for further details.
- The use of CDBG funds for unallowable costs under OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", OMB Circular No. A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable.

FUNDING PREFERENCES

The highest priority will be afforded to activities that meet one of the **Priority Needs** to Low- and Moderate-Income persons set forth in the City's Five Year (2015/16-2019/20) Consolidated Plan. Consultation with community residents and social service providers conducted as part of this Consolidated Plan identified the following key service needs in Huntington Park:

- Preserve and rehabilitate existing housing stock;
- Increase affordable housing supply;
- Ensure fair housing;
- Maximize use of Housing Choice Vouchers;
- Support services and housing for homeless and at-risk of becoming homeless persons;
- Support services and housing for special needs populations;
- Reduce lead based paint hazards;
- Provide needed services to low and moderate income persons;
- Provide infrastructure improvements in low and moderate income neighborhoods; and
- Provide needed community facilities to serve low and moderate income persons.

APPLICATION INSTRUCTIONS

1. Review the funding application guidelines carefully.
2. Nonprofit entities are to obtain Board approval to submit an application.
3. Complete the Application Worksheet.
4. Complete a Project Narrative – be sure to include all requested information.
5. Complete the Budget Summary Worksheet.
6. Utilize the Application Checklist to ensure that all components have been included.
7. Utilize the Supplemental Documents Checklist to ensure that all required documents have been included.

CDBG PROGRAM APPLICATION WORKSHEET

Name of Agency Submitting Proposal	Hub Cities Consortium
Program Name	Hire Huntington Park Youth Workforce & Civic Engagement Pilot Program
Organization Address	2677 Zoe Avenue, Huntington Park, CA 90255
Project Location, if different from above	N/A
Federal Identification Number (9 Digit Number)	95-4173716
DUNS Number	829684851
Contact Person and Title	Jose Martinez, Executive Director
Telephone	323-586-4734
E-mail	JMartinez@hubcities.org
Amount of CDBG Funds Requested	\$ 5,000
Proposed Use of Funds	Youth Activites Project

Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	The project location is confidential.
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	We have previously received Huntington Park funding. If Yes, when?
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	This is a new project.

CITY PRIORITIES. Identify which priority need your organization meets.

- Preserve and rehabilitate existing housing stock
- Increase affordable housing supply
- Ensure fair housing
- Maximize use of Housing Choice Vouchers
- Support services and housing for homeless and at-risk of becoming homeless persons
- Support services and housing for special needs populations
- Reduce lead based paint hazards
- Provide needed services to low and moderate income persons
- Provide infrastructure improvements in low and moderate income neighborhoods
- Provide needed community facilities to serve low and moderate income persons
- Other: _____

OUTPUT STATEMENT

The objective of our proposed CDBG-funded activity is to create (check one):

- A suitable living environment. (Select this objective for activities that are intended to address a wide range of issues faced by LMI persons, from physical problems with their environment, such as poor quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.)
- Decent affordable housing. (Select this objective for activities where the purpose is to meet individual family or community housing needs.)

- Economic opportunities. (Select for activities related to economic development, commercial revitalization, or job creation.)

The desired **outcome** of our proposed CDBG-funded activity is (check one):

- Availability/Accessibility. (Select for activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to LMI people, including persons with disabilities.)
- Affordability. (Select for activities that lower the cost, improve the quality, or increase the affordability of a product or service to benefit a low-income household.)
- Sustainability. (Select for activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of LMI or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.)

PERFORMANCE MEASURES/INDICATORS (check one)

- Estimated total number of unduplicated beneficiaries provided with **new access** to this service or benefit (*new access to a service includes a service offered for the first time or a service that continues to be provided in subsequent years*):
- Estimated total number of unduplicated beneficiaries with **Improved access** to this service or benefit (*improved access to a service refers to a previously offered service that now is expanded in terms of size, capacity or location*):
- Estimated total number of unduplicated beneficiaries expected to receive a service or benefit that is **no longer substandard** (*this is in reference to a public service activity used to meet a quality standard or measurably improved quality*):

Person Authorized to Certify
Commitments Made to this Grant:

Jose Martinez

Authorized Signature:



Name:

Jose Martinez

Date:

11/09/2015

Title:

Executive Director

E-mail:

JMartinez@hubcities.org

PROGRAM SUMMARY

Attach a summary of not more than one paragraph of the services you propose to provide. Briefly identify the target population, key service elements, need for service, and approximate number of persons you expect to serve. You will describe the program in more detail in the program design section below.

PROGRAM EXPERIENCE AND QUALIFICATIONS

Attach a summary of not more than one and one-half pages in length of the qualifications of your organization in terms of mission, organizational capacity, experience with similar or related programs, track record with target population, established presence in Huntington Park, etc., to carry out the proposed project. You must demonstrate that you have operated a comparable program for at least two years, though it need not necessarily have served Huntington Park residents. Describe your collaborations with other human service and safety-net service providers as they relate to the proposed project. Attach an organizational brochure or annual report, if you have one available. Be sure to specify any awards or commendations you have received for related work. Please reserve your comments about fiscal administrative capacity for the next section.

FISCAL ADMINISTRATION CAPACITY

Yes No We are a Department or Division of the City of Huntington Park; our fiscal administration is overseen by the City's Finance Department. If yes, you may skip the remaining questions in this section.

Yes No Our agency has past-due obligations with a funding source or unearned grant from a previous contract which has not been returned to the funding source. If yes, attach a description of the funding source, amount, and reasons for past due obligation.

Yes No In the past 3 years, our agency has had an Internal Revenue Service or State levy. If yes, attach a description of the problem and your plan and timeframe to resolve it.

Attach a summary of not more than one-half page in length of your organization's capacity to manage and administer federal funds and comply with OMB financial control and reporting standards. Be sure to specify any previous experience with CDBG or other HUD funds.

ORGANIZATIONAL CAPACITY

Describe your agency's administrative systems by checking each item that exists within your agency's organizational structure:

- | | | |
|--|---|-----------------------------|
| Formal Personnel System: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Financial Management System: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Staff Salary Tracking System: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Audit System: There are written accounting procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Recordkeeping System: There are separate tracking systems for each funding source. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Security Systems: There are formal written cash management practices. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Filing System: There are hard copy and computer systems with security backup. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Client Eligibility Verification: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Client Demographic Data Collection and Report System | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| Procurement Policy: There are written procedures in place. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

PROGRAM DESIGN

Attach a program description of not more than two pages in length. It must demonstrate that the proposed program is a new program, or alternatively, offers a quantifiable increase in service in terms of the intensity and range of services available or the number of clients to be served. The description must also address the following:

- The purpose of the proposed program.
- The need for the proposed program, and how it was identified.
- The types of public services to be provided (select from 17 activity categories identified below).
 - ✓ Public Services (General): Do not use this code unless the activity cannot be classified under a more specific activity code. Public service activities include housing referral and counseling services, neighborhood cleanup, homeownership counseling, food distribution/food bank, health education, or rape prevention education, as well as general or unspecified homeless services, including those described as essential or supportive services.
 - ✓ Senior Services: Services that will be provided to elderly persons (e.g., meals-on-wheels, dial-a-ride). Senior Services or Services for the Disabled may be used for activities that will provide services for both senior citizens and persons with disabilities if the activity is not intended primarily to serve one group rather than the other.
 - ✓ Disabled Services: Services for persons with disabilities, regardless of age.
 - ✓ Legal Services: Includes programs that provide legal aid to low- and moderate-income persons
 - ✓ Youth Services: Services for teenagers (ages 13 to 19) such as recreational services limited to teenagers or a teen counseling program. If a counseling program is targeted for youth but includes counseling for the family as well, it may still be classified as a youth service if the focus is on counseling for youth. However, use Child Care Services for services for children up to age 13 and Abused and Neglected Children for services for abused children.
 - ✓ Transportation Services: Use this code for transportation services. Transportation services for a specific client group should be classified under the code for that client group; for example, use Senior Services, for transportation services for the elderly.
 - ✓ Battered and Abused Spouses: Use this code only for programs serving adults or families. If the activity is limited to serving abused and neglected children, classify the activity under Abused and Neglected Children.

- ✓ Employment Training: Use this code for assistance that increases self-sufficiency. This includes literacy, independent living skills, job training, and employment service activities. When financial assistance will be used to provide job training for the creation of permanent jobs with a specific business, use Economic Development: Direct Financial Assistance to For-Profit Business.
- ✓ Substance Abuse Services: Use this code for substance abuse recovery programs as well as prevention/education activities.
- ✓ Crime Awareness: Any program that promotes these goals, including crime prevention education programs and paying for security guards.
- ✓ Fair Housing Activities: Use this code for fair housing services (e.g., counseling on housing discrimination).
- ✓ Tenant/Landlord Counseling: Use this code for counseling provided to help prevent or settle disputes that occur between tenants and landlords.
- ✓ Child Care Services: Use this for services that will benefit children (generally under age 13), including parenting skills classes. However, services exclusively for abused and neglected children should be classified under Abused and Neglected Children.
- ✓ Health Services: Health services activities include operation of neighborhood clinics, post-rape counseling, vermin abatement services, and other activities designed to serve the health needs of residents. (Exception: Mental health services, which should be classified under Mental Health Services.)
- ✓ Abused and Neglected Children: Use this code for daycare or other services exclusively for abused and neglected children.
- ✓ Mental Health Services: Use this code for activities designed to address the mental health needs of residents of the community.
- ✓ Screening for Lead-Based Paint/Lead Hazards Poisoning: Use this code for activities designed primarily to provide screening for (not removal of) lead-based paint and other lead poisoning hazards.
- The types of **public improvements/facilities** to be provided (select from 15 activity categories identified below).
 - ✓ Senior Centers: Acquisition, construction, or rehabilitation of facilities (except permanent housing) for seniors.

- ✓ Handicapped Centers: Acquisition, construction, or rehabilitation of center, group homes, and other facilities (except permanent housing) for the handicapped.
- ✓ Homeless Facilities (not operating costs): Acquisition, construction, or rehabilitation of temporary shelters and transitional housing for the homeless, including battered spouses, disaster victims, runaway children, drug offenders, and parolees.
- ✓ Youth Centers: Acquisition, construction, or rehabilitation of facilities intended primarily for young people age 13 to 19. These include playground and recreational facilities that are part of a youth center.
- ✓ Neighborhood Facilities: Acquisition, construction, or rehabilitation of facilities that are principally designed to serve a neighborhood that will be used for social services or for multiple purposes (including recreation). Such facilities may include libraries and community centers.
- ✓ Park, Recreational Facilities: Development of open space areas of facilities intended primarily for recreational use.
- ✓ Parking Facilities: Acquisition, construction, or rehabilitation of parking lots and parking garages.
- ✓ Solid Waste Disposal Improvements: Acquisition, construction, or rehabilitation of solid waste disposal facilities.
- ✓ Flood Drainage Improvements: Acquisition, construction, or rehabilitation of flood drainage facilities, such as retention ponds or catch basins.
- ✓ Water/Sewer Improvements: Installation or replacement of water lines, sanitary sewers, storm sewers, and fire hydrants. Costs of street repairs (usually repaving) made necessary by water/sewer improvement activities are included.
- ✓ Street Improvements: Installation or repair of streets, street drains, storm drains, curbs and gutters, tunnels, bridges, and traffic lights/signs, improvements that include landscaping, street lighting, and/or street signs (commonly referred to as streetscaping).
- ✓ Sidewalks: Improvements to sidewalks, including the installation of trash receptacles, lighting, benches, and trees.

- ✓ Child Care Centers: Acquisition, construction, or rehabilitation of facilities intended primarily for children age 12 and under. Examples are daycare centers and preschool centers.
 - ✓ Tree Planting: Activities limited to tree planting (sometimes referred to as beautification).
 - ✓ Other Public Facilities and Improvements: Do not use select this category unless an activity does not fall under a more specific public improvement/facility category.
- The target population for the program or neighborhoods for the program and how they were identified.
 - The plans and timeline for program start-up, if this is a new program.

OUTREACH

Attach a description of not more than one page describing your outreach plan to make your best effort that your target population, not only the clients you presently serve, will be aware of your programs. You must be able to reach out to and communicate with those who need your services who may have limited ability to speak English. Please list all languages in which your agency has capability, specifying the full-time equivalent staff or the number of volunteers on call to assist with each.

SUPPLEMENTAL DOCUMENTS CHECKLIST

Submit one (1) copy of each of the following.

- Board of Directors' authorization to submit CDBG application (copy of the minutes of the meeting in which the governing body's resolution, motion, or other official action is recorded).
- Board of Directors' designation of authorized official (a signed letter from the chairperson of the governing body providing the name, title, address, and telephone number of each authorized individual).
- Articles of Incorporation.
- Bylaws.
- State and Federal Tax Exemption Determination Letters

PROPOSED BUDGET

Use the table on the next page to indicate how the requested grant funds will be utilized and matching resources for the grant. Matching funds may include non-federal grants; the value of any donated material, building, or lease, calculated at fair market value; and volunteer hours, valued at \$5 per hour. You must submit a budget showing all expenses and resources associated with the proposed project, not only those staff or other program expenses for which you are requesting CDBG funds. If you prefer to submit your own spreadsheet rather than this form, please feel free to do so, provided that all of the columns shown below are included and complete. The full-time equivalent (FTE) for our agency is **32** hours/week.

**Proposed Budget
FY 2015/16**

A Budget Item	B Calculation	C Matching Sources	D CDBG Contribution	E Program Budget
Personnel				
Staff Salaries		7309	656	7965
Fringe Benfits		2652	94	2746
Personnel Sub-Total		\$ 9961	\$ 750	\$ 10711
Operations				
Tool Kits(Supplies, Books, Polos, Shirts, Etc.	2 Tool Kits @ 1000	0	2000	2000
Internship Scholarship/Paid Work Experience	2 unit cost @ 2250	2250	2250	4500
Workshops and Lunches	50 unit cost @ 50	250	0	250
Community Beautification Project	100 unit cost @ 50	500	0	500
UCLA Unicamp Fee	2 slots @ 75	150	0	150
Graduation Video	2 Slots @ 50	100	0	100
Other Services(Supportive Services, Transporation, Graduation Certificate,Contingency Fund, & Overhead	Supportive Sevices(4 unit cost @100) Transportation (2 unit cost @100) Graduation Cert (2 unit cost @100), Contingency Fund(250), & Overhead Cost(535)	1585	0	1585
Operations Sub-Total		\$ 4835	\$ 4250	\$ 9085
Total Budget		\$ 14796	\$ 5000	\$ 19796



City of Huntington Park

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM 2015-2016 PUBLIC/SOCIAL SERVICE AGENCY REQUEST FOR FUNDING

Hire Huntington Park Youth Workforce and Civic Engagement Pilot Program Proposal



City of Huntington Park
Community Development Block Grant Program

Hire Huntington Park Youth
Workforce and Civic Engagement Pilot Program Proposal

I. General Information:

Agency: Hub Cities Consortium
Address: 2677 Zoe Avenue, 2nd Floor, Huntington Park, CA 90255
Telephone#: (323)586-4700
Fax#: (323)586-4702

Executive Director:	Jose Martinez	(323)586-4734
Business Services Manager:	Ofelia Gomez	(323)586-4754
Operations Manager:	Joseph Gomez	(323)586-4745

II. Organization History

Date Organization founded: 1988

Federal Identification Number: 95-4173716

State identification number: 35701721

III. Project Activity

CDBG Funds Requested: \$5,000

IV. Project Narrative:

The U.S. Census indicates that Latinos are 25% of Americans under the age of 18 and will represent half of all new entrants in the workforce by 2025. We must invest in this critical segment of America's future workforce in California is to prosper and continue to be the 7th strongest economic power globally. Los Angeles County is one of the largest and most diverse regions in the nation. To better prepare a future global workforce for the City of Huntington Park, it will require an inclusive, ethnically diverse, civic minded and engaged community.

The City of Huntington Park knows that in addition to supporting school reforms efforts, there is a need to develop a comprehensive network of education and training programs and engage a wide variety of human service providers to work collaboratively and form an integrated system. Ideally this system would address the multiple issues facing unemployed youth and identify and build on their many talents and attributes. More important, this system needs to operate at a scale that could make a measurable dent in the growing at-risk youth population.

The Hire Huntington Park Youth, Workforce and Civic Engagement Pilot Program is designed as a 7 week internship program targeting local Huntington Park High School juniors, seniors and freshman college students. It will provide support for local youth by building their workforce readiness skills and experience within the City of Huntington Park municipal departments. It will provide business mentorship with corporate leaders via work place field trips to experience, "a day in the life". Interns will end their summer experience by attending the University of California at Los Angeles (UCLA) Unicamp. Youth participants will participate in a one week wilderness camping team building experience.

The program will also provide the following components:

- 1) Comprehensive education (tutoring, literacy, high school credentialing and preparation for and linkage to post-secondary education).
- 2) Employment preparation (work ethics, understanding employer expectations, occupational skill specific training, work experience/internship, and summer jobs).
- 3) Supportive services (transportation, supplies, mentoring, and cultural enrichment).
- 4) Leadership development (civic engagement, community service, and youth empowerment).



V. Project Partners

City of Huntington Park

The city was named for prominent industrialist Henry E. Huntington, and was incorporated in 1906 as a streetcar suburb for workers in the rapidly expanding industries to the southeast of downtown Los Angeles. Huntington Park, located in Los Angeles County is a city with a rich history and vibrant community.

To this day, about 30% of its residents work at factories in nearby Vernon and Commerce. The current population is estimated at 60,000 residents with 97% being Latino. According to the 2010 United States Census, the average age of the city's residents is 29 and 22% of the city population 13,351 are between the ages of 5-17 and will serve as the future local workforce.

Hub Cities Consortium – America's Job Center of California (AJCC)

The Hub Cities Consortium (HCC), America's Job Center of California (AJCC) is a network of workforce experts that leverage funding and resources across the Los Angeles region to provide job seekers and businesses with no-cost, high value employment and training services.

Hub Cities Consortium provides a comprehensive system of training, placement and career planning for job seekers throughout Southern California. We also offer an array of services for businesses and employers, such as human resources and consulting services, labor market information, and economic development resources. Workshops are provided on topics ranging from new business ventures to career enhancement skills. We offer vocational classroom training and work related programs.

Hub Cities Consortium, based in Huntington Park, California, was founded in 1988 as the primary public job training and placement center for residents of the cities of Huntington Park, South Gate, Lynwood, Cudahy, Maywood and Bell Gardens.

The California Latino Leadership Institute (CLLI)

The California Latino Leadership Institute (CLLI) was founded in 2014 as a statewide 501 (c) (3) nonpartisan organization. The mission of CLLI is to preserve the Latino contributions to California's rich diverse history and to bring together the public, private and nonprofit resources providing for the development of dynamic 21st century leaders. The vision of CLLI is to educate, train and prepare leaders who can address future challenges facing California, leaving the state in a better place for the next generation.

University of California at Los Angeles (UCLA) – UniCamp

UCLA UniCamp is the official student charity of UCLA. For 80 years, UniCamp student's volunteers have harnessed the healing power of the wilderness to improve their community by providing a unique camping experience for at-risk children from underserved neighborhoods.

VI. Program Elements(Goals & Objectives)

The Hire Huntington Park Youth Workforce and Civic Engagement Pilot Program provides the opportunity to develop workforce readiness skill, exposure to the work world, and gain experience in the operations of local municipal government. The goal of the program is to create an environment for collective problem solving with a socio, economically, ethnically diverse team of youth target that includes student with both vocational trade technical and college track career paths.

Hire HP Youth is designed as a workforce leadership development and civic engagement pilot program and includes:

1. Hands on Experience in local municipal government and administrative departments, and innovative community service beautification projects.
 - **City of Huntington Park** will provide the following program elements:
 - Will be the primary worksite and will make every effort to connect Youth work experience with City departments: Police, Public Works, Parks and Recs, Finance, and City Manager’s office.
 - Will also develop work experience opportunities at a variety of approved work locations (worksites) including, but not limited to:
 - a. Private business
 - b. Public agencies(e.g. County, City, State and Federal)
 - c. Non-profit agencies and
 - d. For-profit agencies
 - Planning process and budget for team community beautification projects

2. Comprehensive one-stop access to the state’s employment-related services.
 - **Hub Cities Consortium – America’s Job Center of California (AJCC)** will provide the following program elements:
 - Work Readiness Assessment
 - Paid Personal Enrichment and Work Readiness Training(PET)
 - Paid Work Experience (WEX)
 - Financial Literacy Training
 - Referrals (Health, dental, visual services, and substance abuse)
 - Post-Employment Evaluation
 - County’s Public Library – Library card
 - Supportive Services (Transportation, supplies, etc.)
 - Life skills, job readiness, and interviewing techniques
 - Career Planning and occupational training classes
 - Job Placement and post placement retention support
 - Computer training and internet access
 - Clubs and leadership development activities
 - College tours, financial aid and application assistance

3. Professional Development Workshops.
 - **The California Latino Leadership Institute (CLLI)** will provide the following program elements:
 - Workshop #1 - Personal 1-3-5 year visioning statement
 - Workshop #2 - (Part 1) The Etiquette Advantage in Business- Personal Skill for Professional Success.
 - a. Digital Communications
 - b. Dining Etiquette
 - Workshop #3 - (Part 2) The Etiquette Advantage in Business- Personal Skill for Professional Success.
 - a. Gender and Generations in the workplace
 - b. Global cultural etiquette
 - c. Travel etiquette
 - Workshop #4 - Finding a Job
 - a. Building your resume
 - b. How to search (Internet resources, etc.)
 - Workshop #5 – Human Resources Department
 - a. Exit interviews
4. Business Leader Mentoring, “A Day in the Life” Team Experience
 - **The California Latino Leadership Institute (CLLI)** will provide the following program elements:
 - Workforce field trips visit(3) corporate business leaders
 - a. (Target Industries – Technology, Energy, and Health)
5. UCLA UniCamp – One week program that delivers challenging new experience that foster personal growth and transform lives.
 - **The California Latino Leadership Institute (CLLI)** will provide the following program elements:
 - UCLA UniCamp
 - a. Week long wilderness camping trip.
 - b. Intern evaluation of program experience

The Hire Huntington Park Youth Workforce and Civic Engagement Pilot Program will provide a long-term sustainable workforce leadership development pipeline within the municipal structure of the City of Huntington Park, that supports civic engagement, empowers students to become productive members of society and bring about positive sustainable change in the community.

Providing youth participants with personal responsibility, positive civic engagement, leadership or leadership skills, ability to develop and sustain positive relationships with supportive adults, ability to develop and sustain positive relationships with peers, ability to work productively with others, a sense of their own identity apart from others as well as a sense of being part of a greater whole, ability to access and navigate community institutions, and the ability to establish networks within the community.

VII. Target Population and Program Eligibility

Target Population – High Schools and Community Colleges

- High Schools
 - Huntington Park High School
 - Huntington Park College Ready Academy(Public Charter School)
 - South Region High School(Huntington Park)
 - San Antonio Continuation School
 - Linda Esperanza Marquez High School
 - Maywood Academy High School(Maywood, CA)
 - California Inter-American High School(7th to 12th grades –Private School)
 - Bell High School(Bell, CA)
- Community Colleges
 - East Los Angeles Community College (Including South Gate campus)
 - Los Angeles Trade Tech College
 - Los Angeles Southwest College

Program Eligibility – Youth participants will be selected via a competitive application process. All youth participants must:

- Live within the City of Huntington Park
- Be a Huntington Park High School junior, senior or registered college freshman
 - College freshman must be attending East Los Angeles Community College, Los Angeles Trade Tech College, or Los Angeles Southwest College
- Legal right to work in the U.S. (DACA students accepted)
- Be able to work in a team environment
- Available to work 4 hours a day(10am-2pm), 4 days a week (Monday-Thursday)
- Available to volunteer with team after work hours for community beautification and voter registration projects
- Attend weekly lunch workshop seminar sessions
- Attend pre-orientation and participate with all 7 weeks of program
- Must have signed parental/guardian consent form to participate
- Complete application packet (application, questionnaire, and parental consent form), where applicable. Incomplete application will not be processed

VIII. Program Benefits, Sustainability & Conclusion

Program Benefits -

- Each student will be provided with a summer, “tool kit” that includes the following items;
 - Books
 - Business cards
 - Professional head shot
 - Materials and supplies
 - Resume and cover letter
 - 1-3-5 year vision plan

- A Scholarship of \$1000, to be paid upon successful completion of the program

- Certificate of completion and letter of recommendation

Program Sustainability & Conclusion -

Youth programs that support leadership development, workforce employment, mentoring, and successful transitions to adulthood are critical components of efforts to revitalize underserved communities in Southern California. The Huntington Park Youth Workforce and Civic Engagement Pilot Program will be funded and sustained annually using combination of federal Community Development Block Grant (CDBG), Workforce Innovation Opportunity Act (WIOA), Los Angeles County Youth Jobs Program (LACYJ) program funds, and private funds raised through the CA Latino Leadership Institute nonprofit fundraising efforts.

All the partners in this project look forward to working together in order to create a new strategy that provides sustainable change and meet the future workforce needs of young people in the community.

IX. Project Schedule

(Phase 1) Application-Vetting Announcement Process

February 1, 2016 – Application released

March 31, 2016 – Application is due by 5:00pm

April 4, 2016 – April 15, 2016

Review committee reads and scores all applications

- *First cut notification – April 18, 2016*

April 25, 2016 – May 2, 2016

In person interviews of the top 15 candidates

- *Select class of 11 (10 Interns with 1 Alternate)*

Final Selection Notification

May 3, 2016 – Notification (Acceptance)

May 4, 2016 – Public Press Announcement made

May 18, 2016 – May 19, 2016

2 Day Pre-Orientation and Welcome Dinner

- In preparation for their work experience, all youth will complete a job skills workshop and orientation prior to reporting to their assigned worksites and will complete a financial literacy curriculum as part of the summer experience. At orientation students will take their professional headshot, receive their business cards. Create a social media profile template, resume template, selecting team buddies, identify corporate/small business mentor, and receive voter education and registration information for weekly voter registration project. City Attorney Arnold glassman to review contracts and present for signature execution by both interns and parents/guardians. In addition to City VIP's, parents/guardians will be invited to attend groups Welcome Dinner to be held on Thursday, May 19, 2016.

July 5, 2016 – August 31, 2016

Internship Program (7 weeks)

July 5th through July 8th (Week 1)

- Receive city ID badges, be assigned city department placement and rotation matrix.
- First team of two rotations in city departments. (5) City departments (Police, Public Works, Parks and Recs, Finance, and City Manager's office). (2) Summer interns per department weekly rotation through every department.
- Start planning process & budget for team community beautification project.
 - **Workshop # 1 – Personal 1-3-5 year visioning statement**

July 11th through July 14th (Week 2)

- Second team of two rotations in city departments. (5) City departments (Police, Public Works, Parks and Recs, Finance, and City Manager’s office). (2) Summer interns per department weekly rotation through every department.
- Complete planning process & budget for team community beautification project.
 - **Workshop #2 - (Part 1) The Etiquette Advantage in Business-Personal Skill for Professional Success.**
 - Digital Communications
 - Dining Etiquette

July 18th through July 21st (Week 3)

- Third team of two rotations in city departments. (5) City departments (Police, Public Works, Parks and Recs, Finance, and City Manager’s office). (2) Summer interns per department weekly rotation through every department.
- Execute team community beautification project.
 - **Workshop #3 - (Part 2) The Etiquette Advantage in Business-Personal Skill for Professional Success.**
 - Gender and Generations in the workplace
 - Global cultural etiquette
 - Travel etiquette

July 25th through July 28th (Week 4)

- Fourth team of two rotations in city departments. (5) City departments (Police, Public Works, Parks and Recs, Finance, and City Manager’s office). (2) Summer interns per department weekly rotation through every department.
- Execute team community beautification project.
 - **Workshop #4 - Finding a Job**
 - Building your resume
 - How to search (Internet resources, etc.)

August 1st through August 4th (Week 5)

- Fifth team of two rotations in city departments. (5) City departments (Police, Public Works, Parks and Recs, Finance, and City Manager’s office). (2) Summer interns per department weekly rotation through every department.
- Review department supervisors intern evaluations.
 - **Workshop #5 – Human Resources Department**
 - Exit interviews

August 8, 2016 – August 11, 2016 (Week 6)

Field Trips and Graduation Lunch

- Business Leader Mentoring, “A Day in the Life” Team Experience
 - Workforce file trips visit(3) corporate business leaders
 - (Target Industries – Technology, Energy, and Health)

August 11, 2016 in Huntington Park (TBD)
Graduation Scholarship Lunch

Highlight Community Service Beautification Project and number of newly registered voters.

August 14, 2016 – August 21, 2016 (Week 7)

- UCLA UniCamp
 - Week long wilderness camping trip
- Intern evaluation of program experience

Program Evaluation Reports

August 15, 2016 (10am-12pm)

- Huntington Park staff evaluation meeting at Huntington Park City Hall.

August 31, 2016

- Final report due to Huntington Park

X. Project Suggested Book Reading

Author Jim Collins, *From Good to Great*

Why some companies make the leap and others don't (2001) and can be applied to any organization seeking authentic transformation. Collins explain that, "In fact, leaders of organizations that go from good to great start not with 'where' but with 'whom'. They start by getting the right people on the bus, the wrong people off the bus, and the right people in the right seats. They stick with that discipline-first the people, then the direction-no matter how dire the circumstances."

Author Sean Covey, *The 7 Habits of Highly Effective Teens*

An indispensable book for teens, as well as parents, grandparents, and any adult who influences young people, *The 7 Habits of Highly Effective Teens* is destined to become the last word on surviving and thriving as a teen and beyond.

Being a teenager is both wonderful and challenging. In *The 7 Habits of Highly Effective Teens*, author Sean Covey applies the timeless principles of the seven habits to teens and the tough issues and life-changing decisions they face. In an entertaining style, Covey provides a step-by-step guide to help teens improve self-image, build friendships, resist peer pressure, achieve their goals, get along with their parents, and much more. In addition, this book is stuffed with cartoons, clever ideas, great quotes, and incredible stories about real teens from all over the world. *The 7 Habits of Highly Effective Teens* will engage teenagers unlike any other book.



XI. Project Budget

**PROPOSED BUDGET
HIRE HUNTINGTON PARK YOUTH WORKFORCE AND CIVIC ENGAGEMENT PILOT PROGRAM**

Name City of Huntington Park

Project: HIRE HUNTINGTON PARK YOUTH WORKFORCE

BUDGET CATEGORIES	BUDGET			TOTAL
	TOTAL ACTIVITY BUDGET	PROJECT/CDGB FUND REQUESTED		
I. DIRECT COSTS				
A. PERSONNEL COSTS				
1. Staff Salaries and Wages	7,309	656		7,965
2. Staff Fringe Benefits	2,652	94		2,746
B. PROGRAM COSTS				
1. Tool Kits		2,000		2,000
2. Workshop Trainers	250			250
3. Community Beautification Project	500			500
4. Internship Scholarship / Paid Work Experience(WEX)	2,250	2,250		4,500
5. UCLA UniCamp Fees	150			150
6. Graduation Video	100			100
7. Supportive Services	400			400
8. Van Transportation(Van Rental, gas, and lunch)	200			200
9. Graduation Certificate and Gift	200			200
10. Contingency Fund and Overhead	785			785
TOTAL BUDGET	14,796	5,000		19,796



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

January 19, 2016

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

Dear Mayor and Members of the City Council:

APPROVAL OF SOUTHEAST CITIES CICLAVIA EVENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Appropriate \$598,515 in reimbursable grant funds awarded by the Los Angeles County Metropolitan Transit Authority (Metro) to fund all costs associated with the open streets event;
2. Authorize a contract with CicLAvia in the amount not to exceed \$315,515, for the implementation and management of the open streets event, and authorize the City Manager to sign the contract;
3. Approve a Memorandum of Understanding (MOU) for the disbursement of Metro funds with each of the following grant partners: County of Los Angeles, and the Cities of Los Angeles, South Gate and Lynwood;
4. Authorize the City Manager to sign the MOUs in a form approved by legal counsel; and
5. Waive the Activity in Public Spaces fee of \$542.62 for this City sponsored event

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In March 2014, the City of Huntington Park in partnership with CicLAvia (a non-profit) in partnership with other local jurisdictions including South Gate, Lynwood, City of Los Angeles and County of Los Angeles, applied for funding from Metro under their Open Streets Program. In June 2014, the Metro Board of Directors awarded the City \$598,515 in grant funds to finance its first CicLAvia event which will include temporarily closing streets to automobiles and opening them to people and experience the streets while biking, rollerblading or walking in a car-free environment. As the lead agency, the City of Huntington Park will be responsible managing the Metro grant funds, which include entering into a Professional Services Agreement with CicLAvia to coordinate the event, and MOUs with South Gate, Lynwood, City of L.A. and County of L.A. to receive their share of the grant funds.

APPROVAL OF SOUTHEAST CITIES CICLAVIA EVENT

January 19, 2016

Page 2 of 5

The grant award was part of a competitive application process developed by Metro to allocate up to \$2.0 million annually for open streets events in Los Angeles County. Huntington Park was one of 12 cities that was awarded the grant. The goal of the program funds is to encourage green and sustainable modes of transportation (biking, walking and transit), and foster civic engagement. The “open streets” event was modeled after “Ciclovías,” which started in Bogota, Colombia, over thirty years ago in response to the congestion and pollution of city streets. Presently, these types of events are being held throughout Latin America and the United States.

As proposed in the Metro grant application, the event will be hosted in partnership with CicLAvia, a non-profit organization that has successfully coordinated large scale open street events in the last four years within County of Los Angeles. The “CicLAvia Southeast Cities” event is tentatively scheduled for Sunday, May 15, 2016, from 9:00 am to 4:00 pm. The route will total approximately 9.84 miles and include closure of these major streets (Attachment A depicts a map of the route):

- Huntington Park – Pacific Boulevard, between Florence Avenue and Gage street
- South Gate – Tweedy Street and Long Beach Boulevard
- Lynwood – State Street
- City of L.A. – Central Avenue & 103rd Street (Watts Area)
- County – Long Beach Boulevard & Firestone Boulevard

Each participating government agency will be responsible for delivering streets that are cleared of cars, and provide security for street closures within their respective jurisdictions. Since this is a City sponsored event, staff recommends that Council waive the Activity in Public Spaces fee of \$542.62. This fee will be applied towards the required match for the City’s share of the funds.

As part of the partnership agreement, CicLAvia will be responsible for the following:

1. Event production/coordination, which includes every element of advance planning from permitting to publicity to programming to working with individual neighborhood councils and directing all day-of-event logistics
2. Conduct all necessary outreach along the 9.85 mile route and encourage stakeholder participation and support
3. Coordinate preparation of a traffic management plan
4. Manage volunteers, set up hubs, and provide all necessary signage
5. Conduct data collection post implementation in cooperation with UCLA, and Rand Corporation

APPROVAL OF SOUTHEAST CITIES CICLAVIA EVENT

January 19, 2016

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FISCAL IMPACT/FINANCING

The total cost for the event is \$792,750; which will be funded through the \$595,515 grant from Metro and local match consisting of \$194,235. Huntington Park's match (\$8,750) will be provided on an in-kind basis through staff time and waiver of the fee for public spaces. Each participating jurisdiction will be required to provide the required match (20%) for their share of the grant funds and will track it separately. Additionally, CicLAvia committed to provide \$125,985 (39% of their share of the grant) as a local match. The table below summarizes total event budget and share of costs by each partner:

CicLAVia Southeast Cities				
May 15, 2016				
	Total Event Expenses	MTA Grant	Match	Miles
Lynwood	40,000	32,000	8,000	0.73
City of LA	52,500	42,000	10,500	1.37
Huntington Park	53,750	45,000	8,750	0.50
LA County	57,500	46,000	11,500	1.42
South Gate	147,500	118,000	29,500	4.51
Ciclavia	441,500	315,515	125,985	N/A
Totals:	\$ 792,750	\$ 598,515	\$ 194,235	8.53

Attachment B illustrates the budget allocation details for the Metro grant.

LEGAL AND PROGRAM REQUIREMENTS

The CicLAvia Southeast Cities event supports the General Plan's guiding principle under goal 5.0 of the Circulation Element "To protect and encourage non-motorized transportation such as bicycle and pedestrian travel". Other benefits of the event include:

- Enhance Livability
- Encourage non-automobile circulation and provide safe environment for pedestrians
- Encourage walking, biking, transit and other alternatives to motor vehicles
- Create supportive climate for economic vitality
- Provide for safety of pedestrians and bicycles by adhering to nation standards and uniform practices

APPROVAL OF SOUTHEAST CITIES CICLAVIA EVENT

January 19, 2016

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Justification for Exemption from Competitive Bidding for Event Management

Section V.D. - Sole Source Purchases of the City's Policies and Procedures allow the City to enter into contracts without competitive bidding provided that the service to be purchased is justified in sufficient detail explaining the basis for suspending the competitive procurement process. In the case of this event, CicLAvia is uniquely qualified to be responsible for the production of the event for the following reasons:

Similar Goal and Mission - CicLAvia is a non-profit with a mission to encourage safe, vibrant public spaces, sustainable transportation, and public health through a program of open street events.

Unique Experience - As a recognized non-profit organization, CicLAvia has special skills that no other organization possesses in coordinating and hosting open-streets events locally. Since 2010 CicLAvia has successfully held over 15 events in communities within the County of Los Angeles. Examples of the most recent open streets events held in 2015 include Pasadena, Culver City, Downtown Los Angeles, and North Hollywood. Moreover, CicLAvia has the staffing and volunteer resources to effectively facilitate outreach and coordination with all businesses and residents along the route. Using another organization lacking the special skills of CicLAvia would be undesirable to the public interest, with potential of producing an event of lower quality than CicLAvia. Additionally, there is no other non-profit organization capable of facilitating an open streets event with over 100,000 people in attendance at each contracted event.

Cost Effective – CicLAvia staff is largely volunteer in nature, allowing CicLAvia to use financial resources to fund necessary event logistics, and not personnel wages. Any additional participant in the bidding process would be private in nature with paid employees. On average 27% of CicLAvia labor is provided by volunteers thus making their operations a very cost effective model that is not comparable to other less experienced vendors and private organizations.

Environmental Impact Analysis

The Open Streets Event is exempt for CEQA pursuant to section 15061 (b) (3) of the General Rule as this activity/event will not have a significant effect on the environment.

APPROVAL OF SOUTHEAST CITIES CICLAVIA EVENT

January 19, 2016

Page 5 of 5

CONCLUSION

Upon approval of the items presented in this report, staff will work with Finance Department to allocate the funds in the City's Budget for FY 2015-16; implement the contract with CicLAvia; and prepare Memorandum of Understanding with each participating city/county identified in this report to receive their share of the Metro grant funds.

Respectfully submitted,

EDGAR P. CISNEROS
City Manager



MANUEL ACOSTA
Economic Development Manager

ATTACHMENTS

- A. CicLAvia Southeast Cities Route
- B. Budget Allocation Detail for Metro Grant
- C. Professional Services Contract

Southeast Cities Route May 15, 2016

revised 11/10/15



North

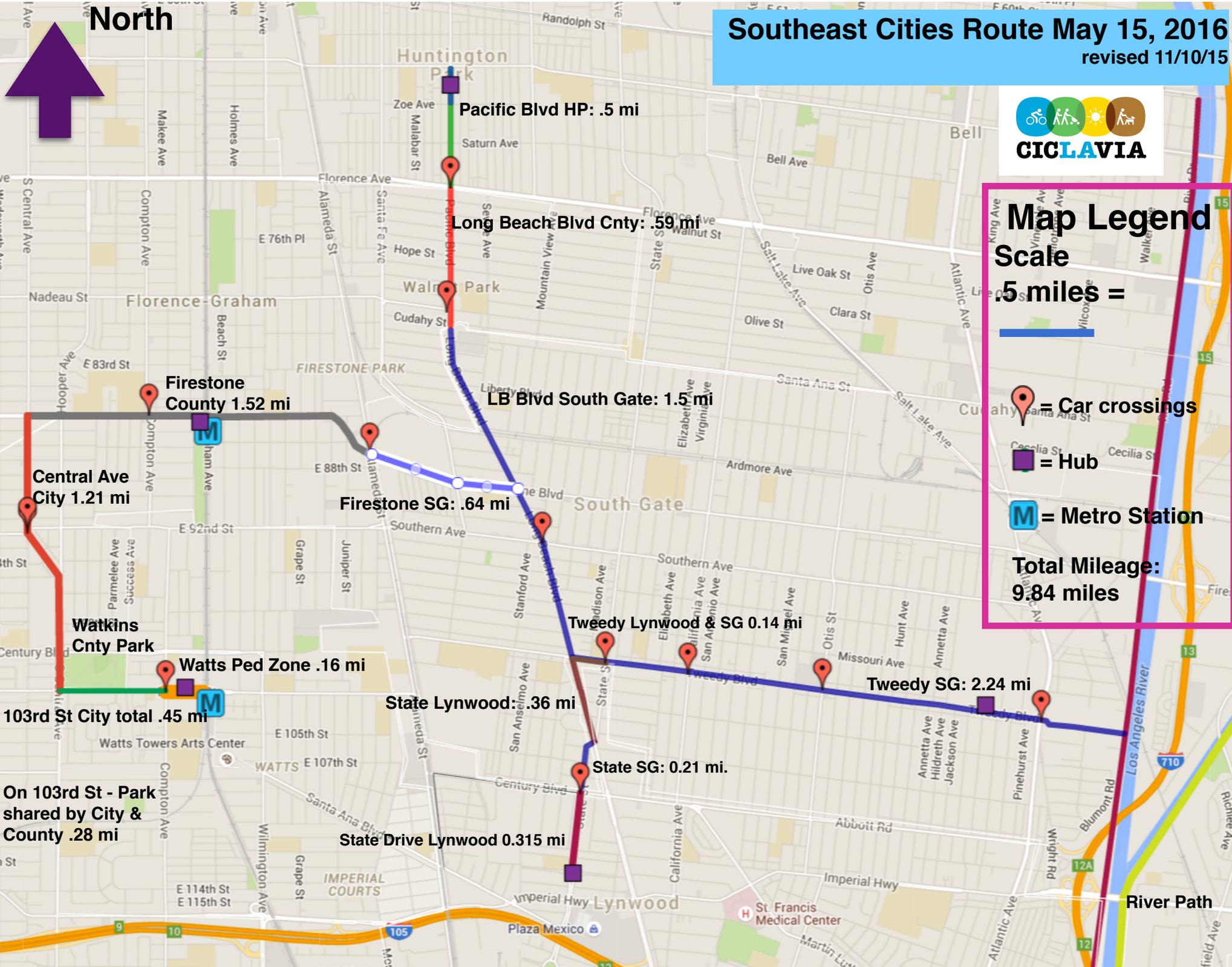


Map Legend

Scale
.5 miles =

- = Car crossings
- = Hub
- = Metro Station

**Total Mileage:
9.84 miles**



Huntington Park CicLAvia

Metro Grant Budget Allocation

Account #	Description	Amount
XXX-XXXX-XX.11-00	Salaries & Benefits*	37,250.00
XXX-XXXX-XX.56-41	Contractual Services	561,265.00
	Grant Total:	598,515.00

Contractual Services Detail	Amount
Entertainment* (HP)	5,250.00
Programming* (HP)	2,500.00
City of South Gate	118,000.00
City of Lynwood	32,000.00
County of Los Angeles	46,000.00
CicLAvia	315,515.00
City of Los Angeles	42,000.00
Total:	561,265.00

Notes:

Huntington Park's Share of the \$45,000 for event implementation

PROFESSIONAL SERVICES CONTRACT

THIS Contract is made between the CITY OF HUNTINGTON PARK ("City"), a municipal corporation, and CicLAvia, a corporation with headquarters at 3780 Wilshire Blvd., Suite 1020, Los Angeles, CA 90010 ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on January 19, 2016.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the Contractor's Proposal to the City ("Proposal"), which is attached hereto as Exhibit A and incorporated into this Contract by reference.

2.2 All services shall be performed to the satisfaction of City.

2.3 All services shall be performed according to the standards then prevailing in the transportation planning profession.

3. PERSONNEL

3.1 Contractor represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Contract.

3.2 Contractor shall submit to the City a list of contractors or sub-contractors performing any part of the scope of work by February 20, 2016. City shall have 10 days to review the list of proposed contractors and sub-contractors and shall have the right to disqualify any contractors or sub-contractors from the list. The City shall provide notice of such disqualification in writing. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services.

3.3 All of the services required hereunder will be performed by Contractor or by City-approved subcontractors. Contractor, and all personnel engaged in the work, shall be fully qualified and authorized or permitted under State and local law to perform such services and shall be listed in Exhibit B to this agreement.

4.0 TIME OF PERFORMANCE.

4.1 Contractor shall commence its services immediately upon the execution of this Contract, and shall complete the services on or before (DATE).

4.2 The time for performing the services may only be extended in writing by City, and only upon a showing of good cause, in the City's sole discretion.

5.0 COMPENSATION AND FEES

5.1 For satisfactory and timely performance of the services, the City will pay Contractor an amount not to exceed Three Hundred Fifteen Thousand Five Hundred and Fifteen Dollars (\$315,515).

5.2 Contractor's total compensation under this Contract, including change orders, shall not exceed Three Hundred Fifteen Thousand Five Hundred and Fifteen Dollars (\$315,515), without the prior authorization of the City Council.

5.3 Contractor shall, at its sole cost and expense, furnish all necessary and incidental labor, material, supplies, facilities, equipment and transportation which may be required for furnishing services pursuant to this Contract. Materials shall be of the highest quality. The above Contract fee shall include all professional time and all clerical, administrative, overhead, insurance, reproduction, telephone, air travel, auto rental, subsistence, and all related expenses.

6.0 PAYMENT.

6.1 On the first day of each calendar month during the Contract term, Contractor shall submit to the City an invoice for the services completed, authorized expenses, and authorized extra work actually performed or incurred during the immediately preceding calendar month.

6.2 Each such invoice shall state the basis for the amount invoiced, including the services completed and reimbursable expenses incurred.

6.3 It is understood and agreed between the parties that CicLAvia is providing services to plan, market and host this event. The parties understand and agree that there will be no additional payment for additional services provided nor for services not provided to the satisfaction of the City. CicLAvia represents and warrants that it will comply with all State and Federal laws related to workers' wages and safety.

6.4 Contractor shall also submit a progress report with each invoice that describes in reasonable detail the services and the extra work, if any, performed in the immediately preceding calendar month.

6.5 City was awarded a Grant Agreement for 2014 Open Streets Grant Program ("Grant Agreement") by the Los Angeles County Metropolitan Transportation Authority to provide City funding to plan and host the CicLAvia Southeast Cities event. City will pay Contractor with funding it received pursuant to the Grant Agreement. City will pay Contractor the amount invoiced for its services within thirty (30) days after the City receives funding from Los Angeles County Metropolitan Transportation Authority pursuant to the Grant Agreement for Contractor's services and approves Contractor's invoice.

6.6 Payment of such invoices shall be payment in full for all services, authorized costs and authorized extra work covered by that invoice.

6.7 Pursuant to Section 5 of Exhibit A to this Agreement, Contractor is responsible for collecting and providing data that the City is required to provide to the LACMTA to satisfy certain requirements under the Grant Agreement to ensure a timely release of City funds on retention by the LACMTA to the City. Due to LACMTA retainage policy and its withholding of ten percent (10%) of the City's reimbursable funds, City will withhold ten percent (10%) of the amount invoiced by Contractor as retainage. City will release the retainage after LACMTA has evaluated City's performance according to the criteria specified by LACMTA and the date provided by City and has determined that all of City's contract requirements pursuant to the Grant Agreement have been satisfactorily fulfilled. Contractor shall invoice City for reimbursement of the ten percent (10%) retention separately.

7.0 CHANGE ORDERS.

7.1 There is no change order authority provided in this Contract.

8.0 CITY'S RESPONSIBILITY. City shall cooperate with Contractor as may be reasonably necessary for Contractor to perform its services; and will give any required decisions as promptly as practicable so as to avoid unreasonable delay in the progress of Contractor's services.

9.0 GENERAL TERMS AND CONDITIONS.

9.1 INDEPENDENT CONTRACTOR.

9.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of City and shall furnish such services in its own manner and method except as required by this Contract. Further, Contractor has and shall retain the right to

exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder.

Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

9.1.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

9.2 CONTRACTOR NOT AGENT. Except as the City may authorize in writing, Contractor and its subcontractors shall have no authority, express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

9.3 OWNERSHIP OF WORK. Contractor shall keep all reports, drawings, plans, specifications, computer tapes, floppy disks and printouts, studies, memoranda, computation sheets and other documents prepared by Contractor in furtherance of the work on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Contract.

9.4 CORRECTION OF WORK. Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services furnished by Contractor shall not relieve the Contractor from the obligation to correct subsequently discovered defects, inaccuracy or incompleteness.

9.5 WAIVER. The City's waiver of any term, condition, breach or default of this Contract shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

9.6 SUCCESSORS. This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors and/or assigns.

9.7 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City and approval by the City Manager, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties or otherwise constitute a novation.

9.8 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof.

9.9 INTERPRETATION.

9.9.1 Applicable Law. This Contract, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.

9.9.2 Entire Agreement. This Contract, including any Exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

9.9.3 Written Amendment. This Contract may only be changed by written amendment signed by Contractor and the City Manager or other authorized

representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

9.9.4 Severability. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

9.9.5 Order of Precedence. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Request for Proposals shall control over the Contractor's proposal.

9.9.6 Choice of Forum. The parties hereby agree that this Contract is to be enforced in accordance with the laws of the State of California, is entered into and/or is to be performed in the City of Huntington Park and that all claims or controversies arising out of or related to performance under this Contract shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

9.9.7 Duplicate Originals. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

9.10 TIME OF ESSENCE. Time is strictly of the essence of this Contract and each and every covenant, term and provision hereof.

9.11 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal

capacity and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

9.12 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

9.13 INDEMNITY.

9.13.1 Contractor agrees to indemnify, hold harmless and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed to result from or to arise out of:

A. Any activity on or use of City's premises or facilities or any performance under this Contract; or

Any acts, errors or omissions (including, without limitation, professional negligence) of Contractor, its employees, representatives, subcontractors, or agents in connection with the performance of this Contract.

9.13.2 This agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without

limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, Contractor and its employees or agents, and members of the general public). The sole negligence or willful misconduct of City, its employees or agents other than Contractor or Contractor's subcontractors are excluded from this indemnity agreement.

9.14 RELEASE. Contractor agrees to release and covenants not to sue the City, its City Council and each member thereof, and its officers, employees, commission members and representatives for any damage or injury (including death) to itself, its officers, employees, agents and independent contractors damaged or claiming to be damaged from any performance under this Contract.

9.15 INSURANCE. Contractor shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Contract, including any extensions thereto. The policies shall state that they afford primary coverage.

9.15.1 Automobile Liability with minimum limits of at least \$100,000/300,000/50,000 if written on a personal automobile liability form, for using a personal vehicle; or an amount of \$500,000 including owned, hired, and non-owned liability coverage if written on a Commercial automobile liability form.

9.15.2 General Liability with minimum limits of at least \$1,000,000 combined single limits written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations and Personal Injury coverage is required. The City of Huntington Park, its directors, commissioners, officers, employees, agents and

volunteers must be endorsed on the policy as additional insureds as respects liability arising out of the Contractor's performance of this Contract.

- A. If Contractor employs other contractors as part of the services rendered, Contractor's Protective Coverage is required. Contractor may include all subcontractors as insureds under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.
- B. Blanket Contractual Coverage if required.
- C. Products/Completed Operations coverage where such risk is applicable.
- D. Explosion, Collapse and/or Underground (X, C, and/or U) coverage where such risk is applicable.

9.15.3 Professional Errors and Omissions coverage in a sum of at least \$1,000,000. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate.

9.15.4 Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

- A. Provide copy of permissive self-insurance certificate approved by the State of California; or
- B. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of \$1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Contract; or
- C. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

9.15.5 Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice to City.

9.15.6 Insurance shall be placed with insurers with a Best's rating of no less than B:VIII.

9.15.7 Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.

9.15.8 Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its option: (a) procure insurance with collection rights for premiums, attorney's fees and costs against Contractor by way of set-off or recoupment from sums due Contractor, at City's option; (b) immediately terminate this Contract; or (c) self insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due Contractor.

9.16 NOTICES.

Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Huntington Park or any other City department is not adequate notice.

If to the City: John Ornelas, Interim City Manager
City of Huntington Park
6550 Miles Ave
Huntington Park, CA 90255

With a Copy to: Manuel Acosta, Economic Development Manager
Community Development Department
City of Huntington Park
6550 Miles Ave
Huntington Park, CA 90255

If to the Contractor: Aaron Paley, Executive Director
CicLAvia
3780 Wilshire Blvd., Suite 1020
Los Angeles, CA 90010

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

9.18 TERMINATION FOR CONVENIENCE (Without Cause). City may terminate this Contract in whole or in part at any time, for any cause or without cause,

upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

9.19 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice.

Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance.

9.20 ASSIGNMENT OF ANTITRUST CAUSES OF ACTION. Contractor hereby agrees to assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act Chapter 2 (Commencing with Section 16700) or part 2 of Division 7 of the Business and Professions Code, or any similar or successor provisions of Federal or State law, arising from purchases of goods, services or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at

the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

10.0 ADDITIONAL ASSURANCES.

10.1 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor agrees to comply with the following:

10.1.1 Contractor certifies and represents that, during the performance of this Contract, the Contractor and any other parties with whom it may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, marital status. Contractor further certifies that it will not maintain any segregated facilities.

10.1.2 Contractor shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of this Contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition or marital status.

10.1.3 Contractor shall, if requested to so do by the City, certify that it has not, in the performance of this Contract, discriminated against applicants or employees because of their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition or marital status.

10.1.4 If requested to do so by the City, Contractor shall provide the City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

10.1.5 Contractor agrees to recruit Pasadena residents initially and to give them preference, if all other factors are equal, for any new positions which result from the performance of this Contract and which are performed within the City.

10.1.6 Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

10.1.7 The Contractor shall include the provisions set forth in paragraphs numbered 10.1.1 through 10.1.6 of subsection 10.1 of this Contract, inclusive, in each of its subcontracts.

10.2 HUNTINGTON PARK BUSINESS LICENSE. Contractor shall obtain, and pay any and all costs associated therewith, any Huntington Park Business License which may be required by the Huntington Park Municipal Code.

10.3 MAINTENANCE AND INSPECTION OF RECORDS.

The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

The Contractor shall maintain and preserve all such records for a period of at least 3 years after termination of the Contract.

The Contractor shall maintain all such records in the City of Huntington Park. If not, the Contractor shall, upon request, promptly deliver the records to the City of Huntington Park or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Huntington Park,

including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

10.4 CONFLICT. Contractor hereby represents, warrants and certifies that no member, officer or employee of the Contractor is a director, officer or employee of the City of Huntington Park, or a member of any of its boards, commissions or committees, except to the extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date set forth below.

DATED: CITY OF HUNTINGTON PARK

By: _____
Edgar Cisneros,
City Manager

ATTEST:

Donna Schwartz
City Clerk

DATED: CicLAvia

By: _____

(typed name)

APPROVED AS TO FORM: Title: _____

Arnold M. Alvarez-Glasman
City Attorney

Attachment A

Proposal

1. Event production/coordination, which includes every element of advance planning from permitting to publicity to programming to working with individual neighborhood councils and directing all day-of-event logistics
2. Conduct all necessary outreach along the 8.5 mile route and encourage stakeholder participation and support
3. Coordinate preparation of a traffic management plan
4. Manage volunteers, set up hubs, and provide all necessary signage
5. Provide the City with a post implementation report no later than three months after the day of the event. The report will include the following elements:
 - a. Participation counts of pedestrians and cyclists at the event using at least one of the following count methods:
 - i. Install temporary electronic detection counts
 - ii. Conduct an “incomplete count” (a methodology from ecological studies) using visual or pictorial counts. This may be conducted by crowdsources via Facebook, Twitter or Instagram
Provide personal anecdotes from participants, business owners along the route or event volunteers describing how the even has positively affected their lives or community. This can be done in a dialogue with the community in person, via e-mail or through a social media platform like Facebook, Twitter or Instagram using (at least) one of the following questions:
 - Participants & Volunteers
 - How has the Event improved your neighborhood/community?
 - Has the Event encouraged you to use active transportation or transit modes more often?
 - Business owners
 - Has the Event brought new or more patrons to you?
 - In light of the Event, do you think that active transportation (pedestrian and bicycle) infrastructure improvements would improve your business opportunities?

b. Bike-Trains & Bike Bus Shuttles Ridership

If bike-trains or special bike shuttles were used to transport participants to the event, then report the ridership of these services on the day of. If municipal bus services were employed, report on ridership on the day of the event and provide a monthly average for the same day of the week since the event took place.

c. Local Economic Benefit - provide at least one of the following:

- Report the sales tax receipts revenue for all businesses along the route and/or within ¼ mile of the route for the day of the Event and a monthly average for that same day of the week for comparison.
- Report how the Event affected sales at selected participating businesses along the route (a minimum of one business for every mile of the event). These businesses may have participated by providing discounts to pedestrians and cyclists or by having a sales display or dining tables on the sidewalk.

The CicLAVia event will be funded through a \$598,515 grant from the Metro and a local match consisting of \$194,235 from all partners participating in the event. CicLAVia is contributing \$125,985 (27.9%) towards the local match of the \$598,515 Metro grant.

CicLAVia Southeast Cities

May 15, 2016

	Total Event Expenses	MTA Grant	Match	Miles
Lynwood	40,000	32,000	8,000	0.73
City of LA	52,500	42,000	10,500	1.37
Huntington Park	53,750	45,000	8,750	0.50
LA County	57,500	46,000	11,500	1.42
South Gate	147,500	118,000	29,500	4.51
Ciclavia	441,500	315,515	125,985	N/A
Totals:	\$ 792,750	\$ 598,515	\$ 194,235	8.53

Project Budget

		CicLAVIA Southeast Cities Budget					CicLAVIA	Total
		Huntington Pk	South Gate	Lynwood	City of LA	County		
Grand Totals submitted to Metro Grant 2014		73,760	220,250	69,100	99,525	39,500	440,252	942,387
<i>Metro Award to HP - 63.5% of ask</i>		-	-	-	-	-	-	598,515
<i>Mileage per Administration:</i>		0.5	4.73	0.815	1.82	2.39	9.835	9.835
<i>Hubs per Admin:</i>		1	1	1	1	1		5
<i>Crossing points per Admin:</i>		0.5	5.5	1	2	3		0
Proposed Distribution of Metro Award		\$45,000	\$118,000	\$32,000	\$46,000	\$42,000	\$315,515	\$598,515
Pre-Event								
	City Staff Time	21,250	15,000	15,000	15,000	15,000		81,250
	Outreach						75,000	75,000
	Pre-Event Planning						75,000	75,000
	Street Repairs							0
Pre-Event Subtotal		21,250	15,000	15,000	15,000	15,000	150,000	231,250
Day of Event								
	City/County Responsibilities:	20,000	127,500	22,500	35,000	40,000		245,000
	Law Enforcement	x	x	x	x	x		0
	Traffic Enforcement	x	x	x	x	x		0
	Street Sweeping	x	x	x	x	x		0
	Towing Costs	x	x	x	x	x		0
	Sanitation Costs	x	x	x	x	x		0
	Staffing	x	x	x	x	x		0
Day of Event (continued)								
	Indep. Traffic Mgmt Co.	x	x	x	x	x	175,000	175,000
	- Crossing points, implement traffic plan and street closures							
	- advance notification & no parking signage							
	Programming	2,500	5,000	2,500	2,500	2,500	10,000	25,000
	Volunteers						25,000	25,000
	Hubs & Signage						46,500	46,500
	Insurance						20,000	20,000
	Programming						10,000	10,000
	Event Staffing						15,000	15,000
Day of Event Subtotal		22,500	132,500	25,000	37,500	42,500	301,500	561,500
Grand Totals		43,750	147,500	40,000	52,500	57,500	451,500	792,750
Income								
	Administrative Match - 20%	8,750	29,500	8,000	10,500	11,500		68,250
	CicLAVIA Fundraising Match 30.1%						135,985	135,985
	Metro Award Funding per entity (total allocation - \$598,515)	\$45,000	\$118,000	\$32,000	\$42,000	\$46,000	\$315,515	\$598,515
Average cost per mile:		\$87,500	\$31,184	\$49,080	\$28,846	\$24,059	\$45,907	\$80,605
							revised	11/12/2015



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

January 19, 2016

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

Dear Mayor and Members of the City Council:

APPROVAL OF SUBRECIPIENT AGREEMENTS WITH LOS ANGELES COMMUNITY LEGAL CENTER (LACLC) AND NEIGHBORHOOD HOUSING SERVICES (NHS)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve three-year Subrecipient Agreements with LACLC and NHS in an amount not to exceed \$85,284 each to perform outreach, unit enrollment and educational activities for the City's Lead Based Paint Hazard Control Program (LBPHC); and
2. Authorize City Manager to sign agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 27, 2015, the City of Huntington Park was awarded \$1,676,997 in competitive grant funds from the U.S. Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard to implement its Lead Based Paint Hazard Control (LBPHC) Program over a three-year period; starting December 1, 2015 to November 30, 2018. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 86 single and multi-family units occupied by low and very-low income families with children, and educate the community about lead poisoning prevention and healthy homes. As part of the grant application the City was required to identify qualified program partners to assist in the implementation of the marketing/outreach activities required by the program. Staff identified two non-profit organizations experienced in lead based paint hazards and community outreach: the Los Angeles Community Legal Center (LACLC) and Neighborhood Housing Services of Los Angeles County (NHS). These organizations are dedicated to improving housing conditions for low-and very low-income residents in the community, and have

APPROVAL OF SUBRECIPIENT AGREEMENTS WITH LOS ANGELES COMMUNITY LEGAL CENTER (LACLC) AND NEIGHBORHOOD HOUSING SERVICES (NHS)

January 19, 2016

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experience in working with the City in affordable housing programs. In order to begin implementation of the program, staff recommends that the City Council approve subrecipient agreements with each organization to start outreach and unit enrollment activities.

The agreement will require that each organization provide outreach workers to assess and enroll a minimum of 86 applications, educate recipients of the grant about lead poisoning and healthy homes, and assist them through many facets of the program. Additionally each organization will be required to attend regular meetings with City staff, provide monthly and quarterly reports to ensure that program objectives are reached according to program benchmarks.

This is the second time the City receives the grant. In January 2010 the City was awarded \$1,570,000 to develop and implement its first LBPHC Program. LACLC was one of the major program partners that assisted the City with outreach and unit enrollment. The City realized significant benefits from this grant and applied for funding again in 2015. Overall, this program improved the lives of over 500 residents in the City including 111 children under six years of age and it is expected that this additional source of funding will continue have significant benefits for the community.

FISCAL IMPACT/FINANCING

The agreement with each organization is for an amount not to exceed \$85,284 for a three-year period and will be paid from the LBPHC grant. The grant funds have been allocated in the City Budget for FY 2015-16. The services to be provided under the agreement will be paid from the LBPHC grant account number 246-5098-463.56-41 (Contractual Services). A total of \$172,000 was allocated under this budget category.

LEGAL AND PROGRAM REQUIREMENTS

The LBPHC program will provide eligible property owners grants averaging \$14,650 per unit in single-family properties (owner or renter occupied), \$7,750 per unit in multifamily rental properties, and \$4,500 for vacant properties, for an overall average of \$9,031 per unit. Eligible recipients include low-income homeowners with children under age six and/or a pregnant woman in residence and owners of rental properties occupied by low and very-low income tenants with children under age six or rental units that are available for families to occupy. Marketing, education and unit enrollment for the program will require collaboration from LACLC and NHS.

Both program partners, LACLC and NHS, are uniquely qualified to provide the services required under the program as they have extensive experience in community outreach, lead based paint poisoning and healthy homes prevention programs. LACLC was one of the major program partners that assisted the City in outreach, education and unit enrollment when the City received the funds for the first time in 2009. Additionally,

**APPROVAL OF SUBRECIPIENT AGREEMENTS WITH LOS ANGELES
COMMUNITY LEGAL CENTER (LACLC) AND NEIGHBORHOOD HOUSING
SERVICES (NHS)**

January 19, 2016

Page 3 of 3

LACLC has worked with the City of Los Angeles in their Lead Based Paint prevention program for over ten years. LACLC is a community-based organization that works with tenants on immigrant rights issues, slum housing, and lead and healthy homes education and outreach. They have also developed a popular education model to promote community-wide awareness on lead poisoning prevention and green cleaning methods. NHS is a non-profit organization with over 30 years of experience in serving residents of Los Angeles County with financial education, affordable lending, construction management services, and neighborhood revitalization and advocacy. The agency has developed and rehabilitated more than 18,000 housing units, supported more than 3.3 million clients on the path of homeownership, employed 218 neighborhood youth and reinvested nearly \$4.3 billion back into low to moderate income neighborhoods throughout Los Angeles County. Currently, NHS is working with the City with its Residential Rehabilitation program, which provides loans/grants to eligible homeowners to repair their homes.

CONCLUSION

Upon approval of these agreements, staff will begin implementation of outreach, unit enrollment and educational activities for the LBPHC Program.

Respectfully submitted,

EDGAR P. CISNEROS
City Manager



MANUEL ACOSTA
Economic Development Manager

ATTACHMENT

- A. Subrecipient Agreement LACLC
- B. Subrecipient Agreement NHS

Lead-Based Paint Hazard Control Program (LBPHCP)
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF HUNTINGTON PARK
AND
LOS ANGELES COMMUNITY LEGAL CENTER AND EDUCATIONAL

This Agreement is made and entered into this day of January 19, 2016, by and between the City of Huntington Park, a municipal corporation (hereinafter referred to as "CITY"), and **LOS ANGELES COMMUNITY LEGAL CENTER AND EDUCATIONAL** (hereinafter referred to as "SUBRECIPIENT"). The project is identified as the Lead-based Paint Hazard Control Grant Program, Huntington Park, CA.

RECITALS

The CITY has entered into a Agreement with the United States Department of Housing and Urban Development, to execute the CITY Lead-Based Paint Hazard Control Grant Program under the Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856)(Title X), the Lead-Based Paint Poisoning Prevention Act of 1970 (42 USC 4821-4846) and implementing regulations at Part 35, subparts A,B,J,K, and R of CFR 511.15 as amended, hereinafter called the "Act," and

The SUBRECIPIENT is qualified by virtue of its experiences to administer certain functions and programs relating to the Lead-Based Paint Hazard Control Grant Program as said Program.

IN CONSIDERATION of the mutual covenants herein set forth and mutual benefits to be derived there from, the parties agree as follows:

1. TERM OF AGREEMENT

This Agreement shall cover services rendered from January 1, 2016 until November 30, 2018. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the SUBRECIPIENT completes any necessary close out activities. Said extension of term is subject to funding availability, SUBRECIPIENT continuing compliance with applicable Federal, State and local government legislation and an evaluation of SUBRECIPIENT'S performance.

2. SCOPE OF SERVICES

The SUBRECIPIENT is to perform all the services set forth in the Scope of Services, Exhibit A, to this Agreement, a copy of which is attached hereto and incorporated herein by this reference. The Scope of Services is to include the following components:

2.1 Activities

The SUBRECIPIENT will be responsible for conducting community outreach and education to residents, property owners, landlords, tenants and workers and provide educational meetings and workshops on – 1) Lead-Safe Work Practices, 2) Childhood lead poisoning and prevention and 3) communicate the importance of testing children's blood for the identification of levels of lead. The second component of activities includes documenting properties referred to the SUBRECIPIENT by CITY and other agencies in a

manner satisfactory to the CITY and consistent with any standards required as a condition of providing U.S. Department of Housing and Urban Development Lead Based Paint Hazard Control Grant Program funds.

2.2 Program Delivery

A. Door to Door Education and Outreach

The SUBRECIPIENT shall be required to make contact with a minimum of 287 adult (18 years of age and older) residents in either single-family or multi-family units for a minimum presentation time of fifteen (15) minutes per contact. During the agreement period, the SUBRECIPIENT shall:

1. Educate occupants on the hazards of lead-based paint, lead-safe work practices and lead poisoning prevention including distributing EPA's booklet – "Protect your Family from Lead in Your Home and Keep It Clean" and/or other informational publication that may be helpful in preventing lead poisoning.
2. Properly inform residents, landlords, and property owners of the Lead-based Paint Hazard Control Grant Program and other available Programs that maybe of assistance in prevention.
3. Obtain information from each tenant/resident, consistent with the Lead-based Paint Hazard Control Grant Program application requirements (including, unit address, type of unit, age of building, list of household members, names and number of children under the age of 6 residing or visiting the unit and the information regarding the landlord or property owner- contact person).
4. Maintain a written record of the initial visit and all follow-up visitations and retain additional copies for recordkeeping and reporting purposes to the CITY.

B. Community Meetings

The SUBRECIPIENT shall conduct group training sessions regarding preventative education regarding lead and the use of lead-safe practices as well as the availability of funding from the CITY. At a minimum, the SUBRECIPIENT shall be required to:

1. Conduct a series of # 3 apartment/property meetings.
2. Conduct a series of # 7 neighborhood meetings.
3. Conduct a series of # 2 community events or presentations.
4. Organize and conduct # 2 presentations for Child Care Providers, "Healthy Start Programs" or other similar programs.

C. Referral of Unit to the Grant Program

The SUBRECIPIENT shall be required to submit a minimum of 48 units/referrals for participation under the Lead-Based Paint Hazard Control Grant Program and assist in the obtaining # 43 applications. This includes collecting all necessary information (as permitted by the potential participant) or assist the CITY in collecting such information in order to qualify the unit.

D. Mandatory Meetings

The SUBRECIPIENT shall attend scheduled monthly meetings and any other pre-

arranged meetings with the CITY. At the scheduled meetings, the SUBRECIPIENT shall be prepared to present detailed information regarding the prior month's outreach and educational efforts. At these meetings, the SUBRECIPIENT shall identify problems encountered and solutions developed to eliminate future issues.

E. Required Reports

1. **MONTHLY REPORTS**

SUBRECIPIENT shall provide a monthly report, no later than the __5th__ day of each month on the chart (to be provided) entitled "Program Outreach Monthly Report." The monthly report must include:

- The number of residents/tenants contacted (door to door outreach).
- The number of community meetings conducted.
- List of units/buildings for referral to the Grant Program.
- List of unusual circumstances encountered while conducting outreach and education (such as, but not limited to, overly dilapidated building conditions, potentially historic properties, etc.).

2. **QUARTERLY REPORTS**

SUBRECIPIENT shall provide a quarterly narrative report, delivered by email in a MS word format, not later than __10th__ day of each quarter (March, June, September and December). The quarterly report shall include a summary of outreach and education activities conducted for the quarter(January to March, April to June, July to September and October to December), the required information shall be consistent with the information above, and may include the following items (as requested by the CITY).

- i. Program Management – Techniques and Capacity Building
- ii. Challenges-Any issues regarding performance and measures taken to overcome those obstacles.
- iii. Coordination with Existing Programs-Describe efforts to enhance the coordination and integration of lead hazard control work with other housing, health and environmental programs. Include other grant applications in process that will address lead-based paint or outreach issues.
- iv. Personal Changes- Describe any changes in key personnel in the lead outreach portion of the Program, and among other entities directly involved in SUBRECIPIENT'S Program and its impact on SUBRECIPIENT'S activities. Provide information on new program personnel, including resumes of key individuals or letters of commitments, or other arrangements with other community-based organizations and partners.
- v. Changes in Approach and/or Budget – Describe any significant change to the approach or budget that may have occurred during the current or previous quarter.
- vi. Design or Evaluation Changes-Describe any changes in the design or evaluation, if applicable, of the Program during this quarter. Explain why changes were made and their potential impact on the Program.

- vii. Program Data Collection – Describe the methods used in the foregoing quarter to collect data regarding outreach and education activities or the criteria employed, if any, to evaluate the performance of the program.
- viii. Financial Partnerships – Describe the effectiveness of partnerships, if any, with financial institutions, corporations or non-profit organizations for this reporting period.
- ix. Housing Assessment and Community Outreach Activities – Describe the lead-based paint housing assessment of units inspected during the previous quarter. The description should include the number of units contacted; the number of units assessed, the type of assessment performed (visual assessment or any other type of inspection conducted by the SUBRECIPIENT and/or with the assistance of other agencies.
- x. Community Outreach Events, Effective Publications and Collateral Materials- Describe in a table format your target population (tenants, landlord and other specific groups, etc) for each type of outreach activity conducted during the reporting period. Indicate the expected outcomes based on the SUBRECIPIENT efforts. Please describe how you measured the effectiveness of the agency’s activities in reaching your targeted population or reasons it was not accomplished. Include new information about why and how the strategy is effective. If applicable, describe how any alteration to these activities can improve your efforts. All outreach activities listed in the narrative should be described.
- xi. Tools and Collateral Materials for Outreach Activities - Provide information regarding all publications (program information sheets, pamphlets, etc) used during the reporting period. Include other items implemented, such as visual presentation, videos, handouts, cleaning equipment and other marketing items.
- xii. Reaching Limited English Proficiency Population -Provide information in your narrative regarding outreach activities to non-english speaking tenants and residents. Include any information indicating how and why these activities were effective in educating the community. Describe in your narrative, what type of improvements (if any) can be made to any of these types of activities and how it would improve your effectiveness.
- xiii. Outreach and Education – Describe all activities your outreach and education efforts supported or provided for your target areas during the reporting period. Discuss the types of education provided to the tenants and residents (including, but not limited to; hand washing, identification of potential lead hazards at their home, proper cleaning techniques; and particularly-lead safe work practices) and the expected outcome of the intervention in the specific areas of the CITY.
- xiv. Community Outreach and Education Activities – List all types of educational and/or outreach activities conducted . The number of individuals who were provided with either outreach or education should reflect the total of number of individuals in each category provided with either outreach or

education for all types of activities. Do not include training received by staff.

- xv. Evaluation of Outreach or Education – If outreach or education activities have been evaluated during the reporting period, briefly describe the evaluation methods used, if applicable, and discuss findings.

2.3 Performance Monitoring; Termination

The CITY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by the CITY will constitute non-compliance with this Agreement. "Substandard performance" as used herein shall mean a failure to meet the goals and performance standards described in Exhibit A (attached hereto), and contained in Section 2 herein, entitled "Scope of Services" and its subparts, and shall include any failure to timely and regularly submit monthly and quarterly reports.

CITY must notify SUBRECIPIENT in writing if CITY believes SUBRECIPIENT's performance is substandard, and provide SUBRECIPIENT an opportunity to meet and confer with CITY within 15 days of receiving the City's notice, and before suspension or termination procedures are initiated. If action to correct such substandard performance is not taken by the SUBRECIPIENT within 30 days after SUBRECIPIENT and CITY have met and conferred, Agreement suspension or termination procedures will be initiated.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety. In the case of termination by the CITY or SUBRECIPIENT, CITY shall issue payment to SUBRECIPIENT for services already rendered.

3. COMPENSATION AND METHOD OF PAYMENT

3.1 Amount

It is expressly agreed and understood that the total amount to be paid by CITY under this Agreement shall not exceed **EIGHTY-FIVE THOUSAND TWO-HUNDRED AND EIGHTY FOUR DOLLARS (\$85,284)**.

3.2 Not Exceed

Compensation under this Agreement shall not exceed **\$85,284**. If the costs of services provided exceed **\$85,284**, the SUBRECIPIENT shall pay all additional costs. If the cost of services provided is less than **\$85,284**, the CITY shall retain all unused funds. If SUBRECIPIENT requires additional funding, SUBRECIPIENT must submit a letter to the CITY before expending the total funding explaining why additional funding is needed and what the money will be budgeted for before an amendment to the SUBRECIPIENT's budget is considered.

3.3 Budget

Draw downs for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget, Exhibit B herein. The SUBRECIPIENT is to perform the services set forth in Exhibit A, pursuant to a Project/Program Budget, Exhibit B to this Agreement, a copy of which is attached hereto and incorporated herein by this reference

3.4 Payment Due

SUBRECIPIENT shall submit to CITY by the first (1st) day of every month its invoice for the prior month's services. CITY shall pay SUBRECIPIENT the invoiced amount within ten (10) business days of CITY'S Council approving the Warrant Register requesting the invoiced amount. In case of suspension or termination of contract, CITY shall pay SUBRECIPIENT for all services rendered and work executed.

4. GENERAL CONDITIONS

4.1 General Compliance

The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Lead-based Paint Hazard Reduction Act including subpart K of these regulations, except that (1) the SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

4.2. Notices

All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

Address of CITY is as follows:

City of Huntington Park
Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255

(with a copy to):

City of Huntington Park
Attn: City Attorney / City Clerk
6550 Miles Avenue
Huntington Park, CA 90255

Los Angeles Legal Center and
Educational
Attn: Rafael Barajas, Executive Director

2425 E. Slauson Ave. #115
Huntington Park, CA 90255

4.3 Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT acknowledges as a party hereto that SUBRECIPIENT is an independent contractor.

4.4 Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the CITY, its employees, agents, directors, elected officials and officers from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's intentional, negligent and/or reckless performance, nonperformance, error(s) and/or omission(s) related to the services or subject matter called for in this Agreement. This provision does not include any actions or failures to act by the CITY to or against the SUBRECIPIENT, its agents, employees, and directors in SUBRECIPIENT's performance of the services or subject matter called for in this Agreement.

4.5 Workers' Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement as required by Labor Code Section 3200, et seq.

4.6 Insurance & Bonding

The SUBRECIPIENT in order to protect the CITY, HUD, their agents, officers and employees against all claims and liability for death, injury, loss an damage as a result of the SUBRECIPIENT's or any and all subcontractor actions in connection with the services required hereunder, shall secure and maintain for the duration of this Agreement insurance as described below.

- a. The SUBRECIPIENT shall carry commercial general liability insurance with a combined single limit or not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include completed operations liability, personal injury liability, and broad form property damage coverage. Such insurance, to be obtained from a reliable insurance carrier authorized to do such insurance business in the State of California, shall (a) expressly name the City, HUD, their agents, officers, and employees as additional insured; and (b) by primary with respect to any insurance or self-insurance programs maintained by the City; and (c) contain standard cross liability provisions.
- b. Commercial automobile liability insurance with a combined single limit of not less than one million (\$1,000,000) per occurrence. Such insurance shall include completed operations liability, personal injury liability, and broad form property damage coverage. Such insurance, to be obtained from a reliable insurance carrier

authorized to do such insurance business in the Stat of California, shall (a) expressly name the CITY, HUD, their agents, officers and employees as additional insured; and (b) be primary with respect to any insurance or self-insurance programs maintained by the CITY; and ;(c) contain standard cross liability provisions.

- c. If the SUBRECIPIENT employs any person for the purpose of providing any and all advice, counseling and/or treating clients, the SUBRECIPIENT shall secure and maintain professional liability insurance (E&O coverage) with a limit of not less than one million dollars (\$1,000,000).

The SUBRECIPIENT shall furnish properly executed certifications of insurance to the CITY prior to receiving funds under this agreement or commencement of services under this Agreement whichever occurs first. Such certifications shall:

- i. Require thirty (30) days written notice to CITY, by certified mail, of any cancellation or reduction in available limits, or changes in the terms of coverage.
- ii. Clearly evidence all coverage all coverage required above, including attachment to any certificates of insurance a separate additional insured endorsement page (Form No. CG 20 10 11 85) naming the CITY and HUD, their agents, officers, and employees, as additional insured; and
- iii. Indicate whether coverage is on a claims made or occurrence basis.

Such insurance shall be maintained prior to commencement until completion of work under this Agreement if an occurrence policy form is used. If a claim made policy is used, coverage shall be maintained during the term of this Agreement and for a period extending one (1) years beyond the Agreement termination date. The SUBRECIPIENT shall replace such certificates for policies expiring prior to completion of work under this Agreement and shall continue to furnish certificates one (1) years beyond that time, when and if the SUBRECIPIENT has claims made form(s).

All insurance shall be issued by a company or companies listed in the current "Best Key Rating Guide: publication with a minimum of a "B+, V" rating; or in special circumstances, as pre-approved by the City Clerk and City Attorney.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Operating Agency from Liability in excess of such coverage, nor shall it preclude the CITY from taking such other actions as are available to it under any provision of this Agreement or otherwise in law.

If the SUBRECIPEINT, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. The CITY, at its sole option, may terminate this Agreement and obtain damages from the SUBRECIPIENT resulting from said breach. Alternatively, the CITY may purchase such required insurance coverage without further notice to the SUBRECIPIENT. The CITY may deduct from sums due to the SUBRECIPIENT any premiums and associated costs advanced by the CITY for such instances. If the balance of monies obligated to the SUBRECIPIENT pursuant to this Agreement is insufficient to reimburse the CITY for the premiums and any associated costs, the SUBRECIPIENT agrees to reimburse the CITY for the premiums and pay for all costs associated with the purchase of said insurance.

- d. The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

4.7 City Recognition

The SUBRECIPIENT shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement

4.8 Amendments

The CITY or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the CITY's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both CITY and SUBRECIPIENT.

5. ADMINISTRATIVE REQUIREMENTS

5.1 Financial Management

a. Accounting Standards

The SUBRECIPIENT agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. Cost Principles

The SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5.2 Documentation and Record Keeping

a. Retention

The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the

CITY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

b. Client Data

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

d. Disclosure

The SUBRECIPIENT understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the CITY's or SUBRECIPIENT's responsibilities with respect to services provided under this contract, is prohibited by the all applicable State and Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

e. Close-outs

The SUBRECIPIENT's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over Program funds, including program income.

f. Audits & Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning SUBRECIPIENT audits and OMB Circular A-133.

5.3 Reporting and Payment Procedures

a. Indirect Costs

If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the CITY for approval, in a form specified by the CITY.

b. Payment Procedures

The CITY will pay to the SUBRECIPIENT funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and CITY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the SUBRECIPIENT, and not to exceed actual cash requirements. Payments will be adjusted by the CITY in accordance with advance fund and program income balances available in SUBRECIPIENT accounts.

c. Progress Reports

The SUBRECIPIENT shall submit regular Progress Reports to the CITY in the form, content, and frequency as required by the CITY.

5.4 Procurement

a. Compliance

The SUBRECIPIENT shall comply with current CITY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All unspent, unused or excess program assets (such as such as cameras, XRF machines, program income, equipment, etc.) acquired or purchased with funds dispersed pursuant to this Agreement shall revert to the CITY upon termination of this Agreement.

b. OMB Standards

Unless specified otherwise within this agreement, the SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

c. Travel

The SUBRECIPIENT shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

6. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential

Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The CITY hereby reserves the right to preempt the optional policies. The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a project. The SUBRECIPIENT also agrees to comply with applicable CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.

7. PERSONNEL & PARTICIPANT CONDITIONS

7.1 Civil Rights

a. Compliance

The SUBRECIPIENT agrees to comply with all local and State civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

b. Nondiscrimination

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279 and all local ordinances. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

c. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the SUBRECIPIENT with

any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

7.2 Affirmative Action

a. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the CITY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The CITY shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program. The SUBRECIPIENT shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

b. Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own SUBRECIPIENTS or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontract Provisions

The SUBRECIPIENT will require and include compliance with any and all provisions of Civil Rights, Affirmative Action, and other applicable requirements applicable to SUBRECIPIENT in every subcontract or purchase order as applicable, specifically or by attached reference, so that such provisions will be binding upon each of its own subcontractors.

7.3 Employment Restrictions

a. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

c. Section 3 Clause

i. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low-income persons

residing within the metropolitan area in which the project is located; where feasible, priority should be given to low and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which the project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low-income residents within the service area or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual and/or other legal incapacity exists that would prevent compliance with these requirements.

ii. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iii. Subcontracts

The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Conduct

i. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the CITY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

ii. Subcontracts

a. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the CITY prior to the execution of such agreement.

b. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The SUBRECIPIENT shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

7.4 Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

7.5 Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- b. No covered persons who exercise or have exercised any functions or responsibilities with respect to program activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the program activity, or with respect to the proceeds from the program activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered

person" includes any person who is an employee, agent, subcontractor, consultant, officer, or elected or appointed official of the CITY, the SUBRECIPIENT, or any designated public agency.

7.6 Lobbying

The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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; and
- b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly; and
- d. Lobbying Certification

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.C. 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.

7.7 Copyright

If this contract results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7.8 Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

8. ENVIRONMENTAL CONDITIONS

8.1 Air and Water

The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

8.2 Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

8.3 Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

8.4 Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, and any and all local ordinances insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

9. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

11. WAIVER; BREACH

The failure of either CITY or SUBRECIPIENT to act with respect to a breach by the other party does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY or SUBRECIPIENT to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

In the event of a breach, the aggrieved party must send notice to the breaching party. Upon receiving notice, the breaching party shall have thirty (30) calendar days to cure said breach. With respect to those breaches that cannot with due diligence be cured within such thirty (30) day period, the party shall not be deemed to be in breach if the breaching party commences to cure such breach within the thirty (30) day period and thereafter continues to completion the curing of such breach with reasonable diligence.

Upon the breaching party's failure to cure, the other party may move to terminate this Agreement pursuant to the terms contained herein.

12. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the CITY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Huntington Park has caused this Agreement to be subscribed and attested by the City Clerk hereof, and the SUBRECIPIENT has subscribed the same through its authorized officer, the day, month and year first above written.

"SUBRECIPIENT"

Agency: LOS ANGELES COMMUNITY
LEGAL CENTER AND
EDUCATIONAL

By: _____
Typed Name: Rafael Barajas
Title: Executive Director

"CITY"

CITY OF HUNTINGTON PARK,
a municipal corporation

By: _____
Karina Macias,
Mayor

Attest:

By: _____
Donna Schwartz,
City Clerk

EXHIBIT A
SCOPE OF SERVICES

1. Activities

The SUBRECIPIENT will be responsible for conducting community outreach and education to residents, property owners, landlords, tenants and workers and provide educational meetings and workshops on – 1) Lead-Safe Work Practices, 2) Childhood lead poisoning and prevention and 3) communicate the importance of testing children’s blood for the identification of levels of lead. The second component of activities includes addressing properties referred to the SUBRECIPIENT by CITY and other agencies in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds.

2 Program Delivery

A. Door to Door Education and Outreach

The SUBRECIPIENT shall be required to make contact with a minimum of 287 adult (18 years of age and older) residents in either single-family or multi-family units for a minimum presentation time of fifteen (15) minutes per contact. During the agreement period, the SUBRECIPIENT shall:

1. Educate occupants on the hazards of lead-based paint, lead-safe work practices and lead poisoning prevention including distributing EPA’s booklet – “Protect your Family from Lead in Your Home and Keep It Clean” and/or other informational publication that may be helpful in preventing lead poisoning.
2. Properly inform residents, landlords, and property owners of the Lead-based Paint Hazard Control Grant Program and other available Programs that maybe of assistance in prevention.
3. Obtain information from each tenant/resident, consistent with the Lead-based Paint Hazard Control Grant Program application requirements (including, unit address, type of unit, age of building, list of household members, names and number of children under the age of 6 residing or visiting the unit and the information regarding the landlord or property owner- contact person).

4. Maintain a written record of the initial visit and all follow-up visitations and retain additional copies for recordkeeping and reporting purposes to the CITY.

3. Community Meetings

The SUBRECIPIENT shall conduct group training sessions regarding preventative education regarding lead and the use of lead-safe practices as well as the availability of funding from the CITY. At a minimum, the SUBRECIPIENT shall be required to:

1. Conduct a series of # 3 apartment/property meetings.
2. Conduct a series of # 7 neighborhood meetings.
3. Conduct a series of # 2 community events or presentations.
4. Organize and conduct # 2 presentations for Child Care Providers, "Healthy Start Programs" or other programs meeting the age and income requirements of the CITY.

4. Referral of Unit to the Grant Program

The SUBRECIPIENT shall be required to submit a minimum of 48 units/referrals for participation under the Lead-Based Paint Hazard Control Grant Program and assist in the obtaining # 43 applications. This includes collecting all necessary information (as permitted by the potential participant) or assist the CITY in collecting such information in order to qualify the unit.

5. Mandatory Meetings

The SUBRECIPIENT shall attend scheduled monthly meetings and any other pre-arranged meetings with the CITY. At the scheduled meetings, the SUBRECIPIENT shall be prepared to present detailed information regarding the prior month's outreach and educational efforts. At these meetings, the SUBRECIPIENT shall identify problems encountered and solutions developed to eliminate future issues.

6. Required Reports

a MONTHLY REPORTS

SUBRECIPIENT shall provide a monthly report, no later than the 5th day of each

Month on the chart (to be provided) entitled "Program Outreach Monthly Report."

The monthly report must include:

- The number of residents/tenants contacted (door to door outreach).
- The number of community meetings conducted.
- List of units/buildings for referral to the Grant Program.
- List of unusual circumstances encountered while conducting outreach and education.

b QUARTERLY REPORTS

SUBRECIPIENT shall provide a quarterly narrative report, delivered by email in a MS word format, not later than 10th day of each quarter (March, June, September and December). The quarterly report shall include a summary of outreach and education activities conducted for the quarter (January to March, April to June, July to September and October to December), the required information shall be consistent with the information above, and may include the following items

(as requested by the CITY).

- i. Program Management – Techniques and Capacity Building
- ii. Challenges-Any issues regarding performance and measures taken to overcome those obstacles.
- iii. Coordination with Existing Programs-Describe efforts to enhance the coordination and integration of lead hazard control work with other housing, health and environmental programs. Include other grant applications in process that will address lead-based paint or outreach issues.
- iv. Personal Changes- Describe any changes in key personnel in the lead outreach portion of the Program, and among other entities directly involved in your Program and its impact on your activities. Provide information on new program personnel, including resumes of key individuals or letters of commitments, or other arrangements with other community-based organizations and partners.
- v. Changes in Approach and/or Budget – Describe any significant change to the approach or budget that may have occurred during the current or previous quarter.
- vi. Design or Evaluation Changes-Describe any changes in the design or evaluation, if applicable, of the Program during this quarter. Explain why changes were made and their potential impact on the Program.
- vii. Program Data Collection – Describe the methods used in the foregoing quarter to collect data regarding outreach and education activities or the criteria employed, if any, to evaluate the performance of the program.
- viii. Financial Partnerships – Describe the effectiveness of partnerships, if any, with financial institutions, corporations or non-profit organizations for this reporting period.
- ix. Housing Assessment and Community Outreach Activities – Describe the lead-based paint housing assessment of units inspected during the previous quarter. These efforts should include the number of units contacted; the number of units assessed, the type of assessment performed (visual assessment or any other type of inspection conducted by the SUBRECIPIENT and/or with the assistance of other agencies.
- x. Community Outreach Events, Effective Publications and Collateral Materials- Describe in a table format your target population (tenants, landlord and other specific groups, etc) for each type of outreach activity conducted during the reporting period. Indicate the expected outcomes based on the SUBRECIPIENT efforts. Please describe how you measured the effectiveness of the agency's activities in reaching your targeted population or reasons it was not accomplished. Include new information why and how the strategy is effective. If applicable, describe how alternation to these activities can improve your efforts. All outreach activities describe in the narrative should be described.

- xi. Tools and Collateral Materials for Outreach Activities - Provide information regarding all publications (program information sheets, pamphlets, etc.) used during the reporting period. Include other items implemented, such as visual presentation, videos, handouts, cleaning equipment and other marketing items.
- xii. Reaching Limited English Proficiency Population -Provide information in your narrative regarding outreach activities to non-English speaking tenants and residents. Include any information indicating how and why these activities were effective in educating the community. Describe your narrative, what type of improves (if any) of these types of activities improved your effectiveness.
- xiii. Outreach and Education – Describe all activities your outreach and education efforts supported or provided for your target areas during the reporting period. Discuss the types of education provided to the tenants and residents (including, but not limited to; hand washing, identification of potential lead hazards at their home, proper cleaning techniques; and particularly-lead safe work practices) and the expected outcome of the intervention in the specific areas of the CITY.
- xiv. Community Outreach and Education Activities – List all types of educational and/or outreach activities conducted for each category. The number of individuals who were provided with either outreach or education should reflect the total of number of individuals in each category provided with either outreach or education for all types of activities. Do not include training received by staff.
- xv. Evaluation of Outreach or Education – If outreach or education activities have been evaluated during the reporting period, briefly describe the evaluation methods used, if applicable, and discuss findings.

7 Performance Monitoring

The CITY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by the CITY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

CITY must notify SUBRECIPIENT in writing if CITY believes SUBRECIPIENT's performance is substandard, and provide SUBRECIPIENT an opportunity to meet and confer with CITY within 15 days of receiving the City's notice, and before suspension or termination procedures are initiated. If action to correct such substandard performance is not taken by the SUBRECIPIENT within 30 days after SUBRECIPIENT and CITY have met and conferred, Agreement suspension or termination procedures will be initiated.

Lead-Based Paint Hazard Control Program (LBPHCP)
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF HUNTINGTON PARK
AND
NEIGHBORHOOD HOUSING SERVICES OF LOS ANGELES COUNTY

This Agreement is made and entered into this day of January 19, 2016, by and between the City of Huntington Park, a municipal corporation (hereinafter referred to as "CITY"), and **NEIGHBORHOOD HOUSING SERVICES, OF LOS ANGELES COUNTY** (hereinafter referred to as "SUBRECIPIENT"). The project is identified as the Lead-based Paint Hazard Control Grant Program, Huntington Park, CA.

RECITALS

The CITY has entered into a Agreement with the United States Department of Housing and Urban Development, to execute the CITY Lead-Based Paint Hazard Control Grant Program under the Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856)(Title X), the Lead-Based Paint Poisoning Prevention Act of 1970 (42 USC 4821-4846) and implementing regulations at Part 35, subparts A,B,J,K, and R of CFR 511.15 as amended, hereinafter called the "Act," and

The SUBRECIPIENT is qualified by virtue of its experiences to administer certain functions and programs relating to the Lead-Based Paint Hazard Control Grant Program as said Program.

IN CONSIDERATION of the mutual covenants herein set forth and mutual benefits to be derived there from, the parties agree as follows:

1. TERM OF AGREEMENT

This Agreement shall cover services rendered from January 1, 2016 until November 30, 2018. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the SUBRECIPIENT completes any necessary close out activities. Said extension of term is subject to funding availability, SUBRECIPIENT continuing compliance with applicable Federal, State and local government legislation and an evaluation of SUBRECIPIENT'S performance.

2. SCOPE OF SERVICES

The SUBRECIPIENT is to perform all the services set forth in the Scope of Services, Exhibit A, to this Agreement, a copy of which is attached hereto and incorporated herein by this reference. The Scope of Services is to include the following components:

2.1 Activities

The SUBRECIPIENT will be responsible for conducting community outreach and education to residents, property owners, landlords, tenants and workers and provide educational meetings and workshops on – 1) Lead-Safe Work Practices, 2) Childhood lead poisoning and prevention and 3) communicate the importance of testing children's blood for the identification of levels of lead. The second component of activities includes documenting properties referred to the SUBRECIPIENT by CITY and other agencies in a

manner satisfactory to the CITY and consistent with any standards required as a condition of providing U.S. Department of Housing and Urban Development Lead Based Paint Hazard Control Grant Program funds.

2.2 Program Delivery

A. Door to Door Education and Outreach

The SUBRECIPIENT shall be required to make contact with a minimum of 287 adult (18 years of age and older) residents in either single-family or multi-family units for a minimum presentation time of fifteen (15) minutes per contact. During the agreement period, the SUBRECIPIENT shall:

1. Educate occupants on the hazards of lead-based paint, lead-safe work practices and lead poisoning prevention including distributing EPA's booklet – "Protect your Family from Lead in Your Home and Keep It Clean" and/or other informational publication that may be helpful in preventing lead poisoning.
2. Properly inform residents, landlords, and property owners of the Lead-based Paint Hazard Control Grant Program and other available Programs that maybe of assistance in prevention.
3. Obtain information from each tenant/resident, consistent with the Lead-based Paint Hazard Control Grant Program application requirements (including, unit address, type of unit, age of building, list of household members, names and number of children under the age of 6 residing or visiting the unit and the information regarding the landlord or property owner- contact person).
4. Maintain a written record of the initial visit and all follow-up visitations and retain additional copies for recordkeeping and reporting purposes to the CITY.

B. Community Meetings

The SUBRECIPIENT shall conduct group training sessions regarding preventative education regarding lead and the use of lead-safe practices as well as the availability of funding from the CITY. At a minimum, the SUBRECIPIENT shall be required to:

1. Conduct a series of # 3 apartment/property meetings.
2. Conduct a series of # 7 neighborhood meetings.
3. Conduct a series of # 2 community events or presentations.
4. Organize and conduct # 2 presentations for Child Care Providers, "Healthy Start Programs" or other similar programs.

C. Referral of Unit to the Grant Program

The SUBRECIPIENT shall be required to submit a minimum of 48 units/referrals for participation under the Lead-Based Paint Hazard Control Grant Program and assist in the obtaining # 43 applications. This includes collecting all necessary information (as permitted by the potential participant) or assist the CITY in collecting such information in order to qualify the unit.

D. Mandatory Meetings

The SUBRECIPIENT shall attend scheduled monthly meetings and any other pre-

arranged meetings with the CITY. At the scheduled meetings, the SUBRECIPIENT shall be prepared to present detailed information regarding the prior month's outreach and educational efforts. At these meetings, the SUBRECIPIENT shall identify problems encountered and solutions developed to eliminate future issues.

E. Required Reports

1. **MONTHLY REPORTS**

SUBRECIPIENT shall provide a monthly report, no later than the __5th__ day of each month on the chart (to be provided) entitled "Program Outreach Monthly Report." The monthly report must include:

- The number of residents/tenants contacted (door to door outreach).
- The number of community meetings conducted.
- List of units/buildings for referral to the Grant Program.
- List of unusual circumstances encountered while conducting outreach and education (such as, but not limited to, overly dilapidated building conditions, potentially historic properties, etc.).

2. **QUARTERLY REPORTS**

SUBRECIPIENT shall provide a quarterly narrative report, delivered by email in a MS word format, not later than __10th__ day of each quarter (March, June, September and December). The quarterly report shall include a summary of outreach and education activities conducted for the quarter(January to March, April to June, July to September and October to December), the required information shall be consistent with the information above, and may include the following items (as requested by the CITY).

- i. Program Management – Techniques and Capacity Building
- ii. Challenges-Any issues regarding performance and measures taken to overcome those obstacles.
- iii. Coordination with Existing Programs-Describe efforts to enhance the coordination and integration of lead hazard control work with other housing, health and environmental programs. Include other grant applications in process that will address lead-based paint or outreach issues.
- iv. Personal Changes- Describe any changes in key personnel in the lead outreach portion of the Program, and among other entities directly involved in SUBRECIPIENT'S Program and its impact on SUBRECIPIENT'S activities. Provide information on new program personnel, including resumes of key individuals or letters of commitments, or other arrangements with other community-based organizations and partners.
- v. Changes in Approach and/or Budget – Describe any significant change to the approach or budget that may have occurred during the current or previous quarter.
- vi. Design or Evaluation Changes-Describe any changes in the design or evaluation, if applicable, of the Program during this quarter. Explain why changes were made and their potential impact on the Program.

- vii. Program Data Collection – Describe the methods used in the foregoing quarter to collect data regarding outreach and education activities or the criteria employed, if any, to evaluate the performance of the program.
- viii. Financial Partnerships – Describe the effectiveness of partnerships, if any, with financial institutions, corporations or non-profit organizations for this reporting period.
- ix. Housing Assessment and Community Outreach Activities – Describe the lead-based paint housing assessment of units inspected during the previous quarter. The description should include the number of units contacted; the number of units assessed, the type of assessment performed (visual assessment or any other type of inspection conducted by the SUBRECIPIENT and/or with the assistance of other agencies.
- x. Community Outreach Events, Effective Publications and Collateral Materials- Describe in a table format your target population (tenants, landlord and other specific groups, etc) for each type of outreach activity conducted during the reporting period. Indicate the expected outcomes based on the SUBRECIPIENT efforts. Please describe how you measured the effectiveness of the agency’s activities in reaching your targeted population or reasons it was not accomplished. Include new information about why and how the strategy is effective. If applicable, describe how any alteration to these activities can improve your efforts. All outreach activities listed in the narrative should be described.
- xi. Tools and Collateral Materials for Outreach Activities - Provide information regarding all publications (program information sheets, pamphlets, etc) used during the reporting period. Include other items implemented, such as visual presentation, videos, handouts, cleaning equipment and other marketing items.
- xii. Reaching Limited English Proficiency Population -Provide information in your narrative regarding outreach activities to non-english speaking tenants and residents. Include any information indicating how and why these activities were effective in educating the community. Describe in your narrative, what type of improvements (if any) can be made to any of these types of activities and how it would improve your effectiveness.
- xiii. Outreach and Education – Describe all activities your outreach and education efforts supported or provided for your target areas during the reporting period. Discuss the types of education provided to the tenants and residents (including, but not limited to; hand washing, identification of potential lead hazards at their home, proper cleaning techniques; and particularly-lead safe work practices) and the expected outcome of the intervention in the specific areas of the CITY.
- xiv. Community Outreach and Education Activities – List all types of educational and/or outreach activities conducted . The number of individuals who were provided with either outreach or education should reflect the total of number of individuals in each category provided with either outreach or

education for all types of activities. Do not include training received by staff.

- xv. Evaluation of Outreach or Education – If outreach or education activities have been evaluated during the reporting period, briefly describe the evaluation methods used, if applicable, and discuss findings.

2.3 Performance Monitoring; Termination

The CITY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by the CITY will constitute non-compliance with this Agreement. "Substandard performance" as used herein shall mean a failure to meet the goals and performance standards described in Exhibit A (attached hereto), and contained in Section 2 herein, entitled "Scope of Services" and its subparts, and shall include any failure to timely and regularly submit monthly and quarterly reports.

CITY must notify SUBRECIPIENT in writing if CITY believes SUBRECIPIENT's performance is substandard, and provide SUBRECIPIENT an opportunity to meet and confer with CITY within 15 days of receiving the City's notice, and before suspension or termination procedures are initiated. If action to correct such substandard performance is not taken by the SUBRECIPIENT within 30 days after SUBRECIPIENT and CITY have met and conferred, Agreement suspension or termination procedures will be initiated.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety. In the case of termination by the CITY or SUBRECIPIENT, CITY shall issue payment to SUBRECIPIENT for services already rendered.

3. COMPENSATION AND METHOD OF PAYMENT

3.1 Amount

It is expressly agreed and understood that the total amount to be paid by CITY under this Agreement shall not exceed **EIGHTY-FIVE THOUSAND TWO-HUNDRED AND EIGHTY FOUR DOLLARS (\$85,284)**.

3.2 Not Exceed

Compensation under this Agreement shall not exceed **\$85,284**. If the costs of services provided exceed **\$85,284**, the SUBRECIPIENT shall pay all additional costs. If the cost of services provided is less than **\$85,284**, the CITY shall retain all unused funds. If SUBRECIPIENT requires additional funding, SUBRECIPIENT must submit a letter to the CITY before expending the total funding explaining why additional funding is needed and what the money will be budgeted for before an amendment to the SUBRECIPIENT's budget is considered.

3.3 Budget

Draw downs for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget, Exhibit B herein. The SUBRECIPIENT is to perform the services set forth in Exhibit A, pursuant to a Project/Program Budget, Exhibit B to this Agreement, a copy of which is attached hereto and incorporated herein by this reference

3.4 Payment Due

SUBRECIPIENT shall submit to CITY by the first (1st) day of every month its invoice for the prior month's services. CITY shall pay SUBRECIPIENT the invoiced amount within ten (10) business days of CITY'S Council approving the Warrant Register requesting the invoiced amount. In case of suspension or termination of contract, CITY shall pay SUBRECIPIENT for all services rendered and work executed.

4. GENERAL CONDITIONS

4.1 General Compliance

The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Lead-based Paint Hazard Reduction Act including subpart K of these regulations, except that (1) the SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

4.2. Notices

All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

Address of CITY is as follows:

City of Huntington Park
Community Development Department
6550 Miles Avenue
Huntington Park, CA 90255

(with a copy to):

City of Huntington Park
Attn: City Attorney / City Clerk
6550 Miles Avenue
Huntington Park, CA 90255

SUBRECIPIENT

Neighborhood Housing Services of Los Angeles County
3926 Wilshire Boulevard, Suite 200
Los Angeles, Ca 90010
Attn: Lori R. Gay

4.3 Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT acknowledges as a party hereto that SUBRECIPIENT is an independent contractor.

4.4 Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the CITY, its employees, agents, directors, elected officials and officers from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's intentional, negligent and/or reckless performance, nonperformance, error(s) and/or omission(s) related to the services or subject matter called for in this Agreement. This provision does not include any actions or failures to act by the CITY to or against the SUBRECIPIENT, its agents, employees, and directors in SUBRECIPIENT's performance of the services or subject matter called for in this Agreement.

4.5 Workers' Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement as required by Labor Code Section 3200, et seq.

4.6 Insurance & Bonding

The SUBRECIPIENT in order to protect the CITY, HUD, their agents, officers and employees against all claims and liability for death, injury, loss an damage as a result of the SUBRECIPIENT's or any and all subcontractor actions in connection with the services required hereunder, shall secure and maintain for the duration of this Agreement insurance as described below.

- a. The SUBRECIPIENT shall carry commercial general liability insurance with a combined single limit or not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include completed operations liability, personal injury liability, and broad form property damage coverage. Such insurance, to be obtained from a reliable insurance carrier authorized to do such insurance business in the State of California, shall (a) expressly name the City, HUD, their agents, officers, and employees as additional insured; and (b) by primary with respect to any insurance or self-insurance programs maintained by the City; and (c) contain standard cross liability provisions.

- b. Commercial automobile liability insurance with a combined single limit of not less than one million (\$1,000,000) per occurrence. Such insurance shall include completed operations liability, personal injury liability, and broad form property damage coverage. Such insurance, to be obtained from a reliable insurance carrier authorized to do such insurance business in the State of California, shall (a) expressly name the CITY, HUD, their agents, officers and employees as additional insured; and (b) be primary with respect to any insurance or self-insurance programs maintained by the CITY; and (c) contain standard cross liability provisions.
- c. If the SUBRECIPIENT employs any person for the purpose of providing any and all advice, counseling and/or treating clients, the SUBRECIPIENT shall secure and maintain professional liability insurance (E&O coverage) with a limit of not less than one million dollars (\$1,000,000).

The SUBRECIPIENT shall furnish properly executed certifications of insurance to the CITY prior to receiving funds under this agreement or commencement of services under this Agreement whichever occurs first. Such certifications shall:

- i. Require thirty (30) days written notice to CITY, by certified mail, of any cancellation or reduction in available limits, or changes in the terms of coverage.
- ii. Clearly evidence all coverage all coverage required above, including attachment to any certificates of insurance a separate additional insured endorsement page (Form No. CG 20 10 11 85) naming the CITY and HUD, their agents, officers, and employees, as additional insured; and
- iii. Indicate whether coverage is on a claims made or occurrence basis.

Such insurance shall be maintained prior to commencement until completion of work under this Agreement if an occurrence policy form is used. If a claim made policy is used, coverage shall be maintained during the term of this Agreement and for a period extending one (1) years beyond the Agreement termination date. The SUBRECIPIENT shall replace such certificates for policies expiring prior to completion of work under this Agreement and shall continue to furnish certificates one (1) years beyond that time, when and if the SUBRECIPIENT has claims made form(s).

All insurance shall be issued by a company or companies listed in the current "Best Key Rating Guide: publication with a minimum of a "B+, V" rating; or in special circumstances, as pre-approved by the City Clerk and City Attorney.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Operating Agency from Liability in excess of such coverage, nor shall it preclude the CITY from taking such other actions as are available to it under any provision of this Agreement or otherwise in law.

If the SUBRECIPIENT, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. The CITY, at its sole option, may terminate this Agreement and obtain damages from the SUBRECIPIENT resulting from said breach. Alternatively, the CITY may purchase such required insurance coverage without further notice to the SUBRECIPIENT. The CITY may deduct from sums due to the SUBRECIPIENT any premiums and associated costs advanced by the CITY for such instances. If the

balance of monies obligated to the SUBRECIPIENT pursuant to this Agreement is insufficient to reimburse the CITY for the premiums and any associated costs, the SUBRECIPIENT agrees to reimburse the CITY for the premiums and pay for all costs associated with the purchase of said insurance.

- d. The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

4.7 City Recognition

The SUBRECIPIENT shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement

4.8 Amendments

The CITY or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the CITY's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both CITY and SUBRECIPIENT.

5. ADMINISTRATIVE REQUIREMENTS

5.1 Financial Management

a. Accounting Standards

The SUBRECIPIENT agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. Cost Principles

The SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5.2 Documentation and Record Keeping

a. Retention

The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

b. Client Data

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

d. Disclosure

The SUBRECIPIENT understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the CITY's or SUBRECIPIENT's responsibilities with respect to services provided under this contract, is prohibited by the all applicable State and Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

e. Close-outs

The SUBRECIPIENT's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over Program funds, including program income.

f. Audits & Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an

annual agency audit conducted in accordance with current CITY policy concerning SUBRECIPIENT audits and OMB Circular A-133.

5.3 Reporting and Payment Procedures

a. Indirect Costs

If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the CITY for approval, in a form specified by the CITY.

b. Payment Procedures

The CITY will pay to the SUBRECIPIENT funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and CITY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the SUBRECIPIENT, and not to exceed actual cash requirements. Payments will be adjusted by the CITY in accordance with advance fund and program income balances available in SUBRECIPIENT accounts.

c. Progress Reports

The SUBRECIPIENT shall submit regular Progress Reports to the CITY in the form, content, and frequency as required by the CITY.

5.4 Procurement

a. Compliance

The SUBRECIPIENT shall comply with current CITY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All unspent, unused or excess program assets (such as such as cameras, XRF machines, program income, equipment, etc.) acquired or purchased with funds dispersed pursuant to this Agreement shall revert to the CITY upon termination of this Agreement.

b. OMB Standards

Unless specified otherwise within this agreement, the SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

c. Travel

The SUBRECIPIENT shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

6. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The CITY hereby reserves the right to preempt the optional policies. The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a project. The SUBRECIPIENT also agrees to comply with applicable CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.

7. PERSONNEL & PARTICIPANT CONDITIONS

7.1 Civil Rights

a. Compliance

The SUBRECIPIENT agrees to comply with all local and State civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

b. Nondiscrimination

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279 and all local ordinances. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

c. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

7.2 Affirmative Action

a. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the CITY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The CITY shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program. The SUBRECIPIENT shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

b. Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own SUBRECIPIENTs or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontract Provisions

The SUBRECIPIENT will require and include compliance with any and all provisions of Civil Rights, Affirmative Action, and other applicable requirements applicable to SUBRECIPIENT in every subcontract or purchase order as applicable, specifically or by attached reference, so that such provisions will be binding upon each of its own subcontractors.

7.3 Employment Restrictions

a. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

c. Section 3 Clause

i. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low-income persons residing within the metropolitan area in which the project is located; where feasible, priority should be given to low and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which the project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low-income residents within the service area or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual and/or other legal incapacity exists that would prevent compliance with these requirements.

ii. Notifications

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iii. Subcontracts

The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Conduct

i. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the CITY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

ii. Subcontracts

a. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the CITY prior to the execution of such agreement.

b. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The SUBRECIPIENT shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

7.4 Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

7.5 Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- b. No covered persons who exercise or have exercised any functions or responsibilities with respect to program activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities,

may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the program activity, or with respect to the proceeds from the program activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, subcontractor, consultant, officer, or elected or appointed official of the CITY, the SUBRECIPIENT, or any designated public agency.

7.6 Lobbying

The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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; and
- b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly; and
- d. Lobbying Certification

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.C. 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.

7.7 Copyright

If this contract results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7.8 Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

8. ENVIRONMENTAL CONDITIONS

8.1 Air and Water

The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

8.2 Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

8.3 Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

8.4 Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, and any and all local ordinances insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

9. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

11. WAIVER; BREACH

The failure of either CITY or SUBRECIPIENT to act with respect to a breach by the other party does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY or SUBRECIPIENT to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

In the event of a breach, the aggrieved party must send notice to the breaching party. Upon receiving notice, the breaching party shall have thirty (30) calendar days to cure said breach. With respect to those breaches that cannot with due diligence be cured within such thirty (30) day period, the party shall not be deemed to be in breach if the breaching party commences to cure such breach within the thirty (30) day period and thereafter continues to completion the curing of such breach with reasonable diligence.

Upon the breaching party's failure to cure, the other party may move to terminate this Agreement pursuant to the terms contained herein.

12. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the CITY and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this Agreement.

IN WITNESS WHEREOF, the City Manager of the City of Huntington Park has caused this Agreement to be subscribed and attested by the City Clerk hereof, and the SUBRECIPIENT has subscribed the same through its authorized officer, the day, month and year first above written.

"SUBRECIPIENT"

Agency: LOS ANGELES COMMUNITY
NEIGHBORHOOD HOUSING
SERVICES OF LOS ANGELES
COUNTY

By: _____
Typed Name: Lori Gay
Title: President & CEO

"CITY"

CITY OF HUNTINGTON PARK,
a municipal corporation

By: _____
Karina Macias,
Mayor

Attest:

By: _____
Donna Schwartz,
City Clerk

EXHIBIT A

SCOPE OF SERVICES

1. Activities

The SUBRECIPIENT will be responsible for conducting community outreach and education to residents, property owners, landlords, tenants and workers and provide educational meetings and workshops on – 1) Lead-Safe Work Practices, 2) Childhood lead poisoning and prevention and 3) communicate the importance of testing children’s blood for the identification of levels of lead. The second component of activities includes addressing properties referred to the SUBRECIPIENT by CITY and other agencies in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds.

2 Program Delivery

A. Door to Door Education and Outreach

The SUBRECIPIENT shall be required to make contact with a minimum of 287 adult (18 years of age and older) residents in either single-family or multi-family units for a minimum presentation time of fifteen (15) minutes per contact. During the agreement period, the SUBRECIPIENT shall:

1. Educate occupants on the hazards of lead-based paint, lead-safe work practices and lead poisoning prevention including distributing EPA’s booklet – “Protect your Family from Lead in Your Home and Keep It Clean” and/or other informational publication that may be helpful in preventing lead poisoning.
2. Properly inform residents, landlords, and property owners of the Lead-based Paint Hazard Control Grant Program and other available Programs that maybe of assistance in prevention.
3. Obtain information from each tenant/resident, consistent with the Lead-based Paint Hazard Control Grant Program application requirements (including, unit address, type of unit, age of building, list of household members, names and number of children under the age of 6 residing or visiting the unit and the information regarding the landlord or property owner- contact person).
4. Maintain a written record of the initial visit and all follow-up visitations and

retain additional copies for recordkeeping and reporting purposes to the CITY.

3. Community Meetings

The SUBRECIPIENT shall conduct group training sessions regarding preventative education regarding lead and the use of lead-safe practices as well as the availability of funding from the CITY. At a minimum, the SUBRECIPIENT shall be required to:

1. Conduct a series of # 3 apartment/property meetings.
2. Conduct a series of # 7 neighborhood meetings.
3. Conduct a series of # 2 community events or presentations.
4. Organize and conduct # 2 presentations for Child Care Providers, "Healthy Start Programs" or other programs meeting the age and income requirements of the CITY.

4. Referral of Unit to the Grant Program

The SUBRECIPIENT shall be required to submit a minimum of 48 units/referrals for participation under the Lead-Based Paint Hazard Control Grant Program and assist in the obtaining # 43 applications. This includes collecting all necessary information (as permitted by the potential participant) or assist the CITY in collecting such information in order to qualify the unit.

5. Mandatory Meetings

The SUBRECIPIENT shall attend scheduled monthly meetings and any other pre-arranged meetings with the CITY. At the scheduled meetings, the SUBRECIPIENT shall be prepared to present detailed information regarding the prior month's outreach and educational efforts. At these meetings, the SUBRECIPIENT shall identify problems encountered and solutions developed to eliminate future issues.

6. Required Reports

a MONTHLY REPORTS

SUBRECIPIENT shall provide a monthly report, no later than the 5th day of each

Month on the chart (to be provided) entitled "Program Outreach Monthly Report."

The monthly report must include:

- The number of residents/tenants contacted (door to door outreach).
- The number of community meetings conducted.
- List of units/buildings for referral to the Grant Program.
- List of unusual circumstances encountered while conducting outreach and education.

b QUARTERLY REPORTS

SUBRECIPIENT shall provide a quarterly narrative report, delivered by email in a MS word format, not later than 10th day of each quarter (March, June, September and December). The quarterly report shall include a summary of outreach and education activities conducted for the quarter (January to March, April to June, July to September and October to December), the required information shall be consistent with the information above, and may include the following items (as requested by the CITY).

- i. Program Management – Techniques and Capacity Building
- ii. Challenges-Any issues regarding performance and measures taken to overcome those obstacles.
- iii. Coordination with Existing Programs-Describe efforts to enhance the coordination and integration of lead hazard control work with other housing, health and environmental programs. Include other grant applications in process that will address lead-based paint or outreach issues.
- iv. Personal Changes- Describe any changes in key personnel in the lead outreach portion of the Program, and among other entities directly involved in your Program and its impact on your activities. Provide information on new program personnel, including resumes of key individuals or letters of commitments, or other arrangements with other community-based organizations and partners.
- v. Changes in Approach and/or Budget – Describe any significant change to the approach or budget that may have occurred during the current or previous quarter.
- vi. Design or Evaluation Changes-Describe any changes in the design or evaluation, if applicable, of the Program during this quarter. Explain why changes were made and their potential impact on the Program.
- vii. Program Data Collection – Describe the methods used in the foregoing quarter to collect data regarding outreach and education activities or the criteria employed, if any, to evaluate the performance of the program.
- viii. Financial Partnerships – Describe the effectiveness of partnerships, if any, with financial institutions, corporations or non-profit organizations for this reporting period.
- ix. Housing Assessment and Community Outreach Activities – Describe the lead-based paint housing assessment of units inspected during the previous quarter. These efforts should include the number of units contacted; the number of units assessed, the type of assessment performed (visual assessment or any other type of inspection conducted by the SUBRECIPIENT and/or with the assistance of other agencies.
- x. Community Outreach Events, Effective Publications and Collateral Materials- Describe in a table format your target population (tenants, landlord and other specific groups, etc) for each type of outreach activity conducted during the reporting period. Indicate the expected outcomes based on the SUBRECIPIENT efforts. Please describe how you measured the effectiveness of the agency’s activities in reaching your targeted population or reasons it was not accomplished. Include new information why and how the strategy is effective. If applicable, describe how alternation to these activities can improve your efforts. All outreach activities describe in the narrative should be described.
- xi. Tools and Collateral Materials for Outreach Activities - Provide information

regarding all publications (program information sheets, pamphlets, etc.) used during the reporting period. Include other items implemented, such as visual presentation, videos, handouts, cleaning equipment and other marketing items.

- xii. Reaching Limited English Proficiency Population -Provide information in your narrative regarding outreach activities to non-English speaking tenants and residents. Include any information indicating how and why these activities were effective in educating the community. Describe your narrative, what type of improves (if any) of these types of activities improved your effectiveness.
- xiii. Outreach and Education – Describe all activities your outreach and education efforts supported or provided for your target areas during the reporting period. Discuss the types of education provided to the tenants and residents (including, but not limited to; hand washing, identification of potential lead hazards at their home, proper cleaning techniques; and particularly-lead safe work practices) and the expected outcome of the intervention in the specific areas of the CITY.
- xiv. Community Outreach and Education Activities – List all types of educational and/or outreach activities conducted for each category. The number of individuals who were provided with either outreach or education should reflect the total of number of individuals in each category provided with either outreach or education for all types of activities. Do not include training received by staff.
- xv. Evaluation of Outreach or Education – If outreach or education activities have been evaluated during the reporting period, briefly describe the evaluation methods used, if applicable, and discuss findings.

7 Performance Monitoring

The CITY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by the CITY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

CITY must notify SUBRECIPIENT in writing if CITY believes SUBRECIPIENT's performance is substandard, and provide SUBRECIPIENT an opportunity to meet and confer with CITY within 15 days of receiving the City's notice, and before suspension or termination procedures are initiated. If action to correct such substandard performance is not taken by the SUBRECIPIENT within 30 days after SUBRECIPIENT and CITY have met and conferred, Agreement suspension or termination procedures will be initiated.



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

January 19, 2016

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

Dear Mayor and Members of the City Council:

DISCUSSION AND/OR ACTION REGARDING PARKING CONDITIONS ON CUDAHY STREET AND 61ST STREET

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Receive and file report on parking conditions on Cudahy Street and 61st Street; and/or
2. Provide direction to city staff on next steps to address current parking conditions.

BACKGROUND

At a recent council meeting a resident that lives on Cudahy Street claimed that residents from a neighboring city (Cudahy) that prohibits overnight parking were parking in his neighborhood and that this along with residents using garages for purposes other than storing vehicles were causing a parking shortage. In response, staff conducted two studies: 1) Police Department Traffic Division conducted a parking study 2) Code Enforcement conducted a garage conversion field survey.

The overnight on street parking study included a two day survey of the 3500 – 4100 block of Cudahy Street. A total of 338 cars were surveyed on two different nights. Of the total vehicles surveyed 232 vehicles were registered in the City of Huntington Park, 22 vehicles were registered in the City of Cudahy and the 84 remaining vehicles surveyed were registered in various other Cities. Survey is attached along with a survey conducted on 61st Street where staff previously heard similar concerns from Huntington Park residents who believe that residents from a different neighboring city that also bans overnight parking (Maywood) were causing an on street parking shortage on their street.

DISCUSSION AND/OR ACTION REGARDING PARKING CONDITIONS ON CUDAHY STREET AND 61ST STREET

January 19, 2016

Page 2 of 2

Code Enforcement also conducted a preliminary field survey for possible garage conversions in the 3500 – 4100 block of Cudahy Street.

During the survey one-hundred and ten (110) properties were surveyed and the following was noted;

- Eight (8) homes had visible alterations to the garage or home, which indicated a possible illegal structure or dwelling unit.
- During the field survey, the inspector had the opportunity to speak to several residents and comments indicated that many of the residents surveyed have extended families with additional vehicles that are parked on the street.
- Other comments indicated that due to a narrow street, parking in the driveway and backing out is difficult, therefore many have chosen to park on the street.

The study found similar conditions on both streets and determined that residents from Cudahy and Maywood constituted approximately 6% of total vehicles parked and a total of approximately 12% when considering vehicles registered in all 4 neighboring cities that ban overnight parking, Bell, Cudahy, Maywood and South Gate. Therefore the overwhelming majority of the vehicles seem to belong to Huntington Park residents and while not confirmed, garage conversions are likely also a significant contributing factor to the parking conditions.

CONCLUSION

That the City Council receive and file this report and/or provide staff with direction to develop a plan or study options to address overnight on street parking conditions.

Respectfully submitted,

EDGAR P. CISNEROS
City Manager



MANUEL ACOSTA
Economic Development Manager

ATTACHMENTS

A. Parking Study

HPPD: Cudahy Street Parking Audit		
<i>Vehicles parked on Cudahy Street (California Ave // Otis Ave)</i>		
<i>11/26/15 at 3:00 a.m. (Thursday/Friday)</i>		
Registered City	#of Vehicles	% Vehicles
Huntington Park	128	70%
Covina	1	
Cudahy	9	
Culver City	1	
Downey	1	
Hawaiian Gardens	1	
Hemet	1	
Anaheim	1	
Inglewood	1	
La Habra	1	
La Puente	1	
Lakewood	1	
Los Angeles	17	
Maywood	1	
Moreno Valley	1	
Ontario	1	
Orange	1	
Out of State (Arizona)	1	
Out of State (Oregon)	1	
Paramount	1	
Pico Rivera	1	
San Bernardino	1	
San Pedro	1	
Simi Valley	1	
South Gate	5	
Torrance	1	
Venice	1	
Whittier	1	
Total # of vehicles	183	
Total % of vehicles from Huntington Park		70%
Total % of vehicles from neighboring cities		8.10%

HPPD: Cudahy Street Parking Audit		
<i>Vehicles parked on 61st Street (Carmelita Ave. // Gifford Ave.)</i>		
<i>11/30/15 at 3:00 a.m. (Sunday/Monday)</i>		
Registered City	# of Vehicles	%
Huntington Park	104	67%
Cudahy	13	
South Gate	6	
Bell Gardens	2	
Inglewood	2	
Lakewood	2	
Long Beach City	2	
Los Angeles	2	
Maywood	2	
Anaheim	1	
Arizona (Out of State)	1	
Bell	1	
Compton	1	
Downey	1	
Fontana	1	
Glendale	1	
Hemet	1	
La Puente	1	
Manhattan Beach	1	
Norwalk	1	
Ontario	1	
Paramount	1	
Rilato	1	
San Diego	1	
San Jose	1	
Santa Fe Springs	1	
Santa Rosa	1	
Spring Valley	1	
Whittier	1	
Total # of vehicles	155	
Total % of vehicles from Huntington Park		67%
Total % of vehicles from neighboring cities		14.20%

HPPD: 61st Street Parking Audit		
<i>ehicles parked on 61st Street (Carmelita Ave. // Gifford A</i>		
<i>12/21/15 at 3:00 a.m. (Wednesday/Thursday)</i>		
Registered City	# of Vehicles	
Huntington Park	32	71%
Los Angeles	4	
Maywood	3	
Bell	1	
Cudahy	1	
Fontana	1	
Orange	1	
South Gate	1	
Georgia (out of state)	1	
Total # of vehicles	45	
Total % of vehicles from Huntington Park		71%
Total % of vehicles from neighboring cities		13.00%

HPPD: 61st Street Parking Audit		
<i>icles parked on 61st Street (Carmelita Ave. // Gifford</i>		
<i>12/10/15 at 2:45 a.m. (Saturday/Sunday)</i>		
Registered City	# of Vehicles	%
Huntington Park	32	61%
Bell	1	
Bell Gardens	1	
Corona	1	
Cudahy	2	
Downey	1	
El Monte	1	
Fontana	1	
Hacienda Heights	1	
Los Angeles	6	
Maywood	3	
Panorama City	1	
Rosamond	1	
Total # of vehicles	52	
Total % of vehicles from Huntington Park		61%
Total % of vehicles from neighboring cities		11.50%

Overall % of vehicles from HP & neighboring cities, both areas, 4 days	
Total % of vehicles from Huntington Park	67%
Total % of vehicles from Cudahy on Cudahy Street	6.00%
Total % of vehicles from Maywood on 61st Street	6.00%
Total % of vehicles from neighboring cities	11.70%



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

January 19, 2016

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

Dear Mayor and Members of the City Council:

DISCUSSION AND/OR ACTION TO ATTEND THE 2016 RECON INTERNATIONAL COUNCIL OF SHOPPING CENTERS (ICSC) IN LAS VEGAS ON MAY 22-25, 2016

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the attendance of the City at the 2016 RECON ICSC Conference in Las Vegas, Nevada; and
2. Authorize a budget appropriation of an amount not to exceed \$12,000 for the cost of the ICSC conference expenses.

BACKGROUND

The International Council of Shopping Centers (ICSC) holds its annual conference in Las Vegas in May of each year. This event invites developers, retailers, and vendors as well as government agencies to meet and discuss relevant real estate trends. These parties share a common interest in building shopping centers/stores; therefore, this venue provides an unparalleled opportunity to introduce the City of Huntington Park, market available properties, and facilitate in person deal-making.

This event is attended by over 10,000 participants each year. The scale and scope of this event can be overwhelming, aside from just experiencing it, one must be prepared with a well-crafted game plan (with specific targets and meetings scheduled beforehand) in order to make it a cost-effective and productive endeavor.

The upcoming ICSC Conference in Las Vegas will be held this year on May 22 through May 25, 2016. Staff is recommending that we re-establish our presence at the conference and purchase a booth at the event. The total cost for a 10x10 booth and

DISCUSSION AND/OR ACTION TO ATTEND THE 2016 RECON INTERNATIONAL COUNCIL OF SHOPPING CENTERS (ICSC) IN LAS VEGAS ON MAY 22-25, 2016

January 19, 2016

Page 2 of 3

materials is approximately \$6,100. To staff the booth, we would need 2 to 3 staff members to attend the conference. Below is an overview of the cost per person and booth cost breakdown.

RECON ICSC registration fee advance Member \$570

Staff Expenses (4 Days)

Hilton Las Vegas Hotel Convention Center \$179/ per 4 nights = \$716

Transportation

 Flying \$200

 Drive \$300 +/- miles reimbursement (Round trip)

 Per Deum \$65 per day = \$260

Total amount per attendee is approximately \$1,276 per person x 4 staff = **\$5,104**

Booth information and Marketing Material

Cost for a 10'x10' space is \$1,100 and includes:

1. (4) exhibit only badges (staff)
2. Booth space
3. Company ID sign
4. 1 table
5. 2 chairs

Marketing material approximately \$2,500 (bags, pens etc.)

Printing of Marketing Material \$1,000

Shipping of booth \$1,500

 Estimate total.... **\$6,100** booth expense.

Total cost included booth and staff expenses..... **\$11,204.00**

Included with the booth fees, are four entry badges which would reduce the cost. Booth availability is limited, therefore we need to secure a booth as soon as possible. Attached is a photo of the furniture the City owns that can be used in the booth.

If we decide to only attend the conference without a booth, 1 or 2 staff members is sufficient. We would recommend that staff only attend the Convention on the two busiest days of the four-day convention, namely Monday and Tuesday (if we do not have a booth). The cost for this would be approximately \$918 per person including registration and expenses. Marketing material would be an additional cost.

FISCAL IMPACT/FINANCING

Fund were not budgeted for the City to participate in the ICSC conference this fiscal year and we are requesting a budget appropriation of \$12,000 into account number 111-5010-419.64-00 to pay for the membership fees and meeting expense. No funds were budgeted into this account. Staff will minimize the expense to the general fund by using other eligible grant funds for the marketing material.

DISCUSSION AND/OR ACTION TO ATTEND THE 2016 RECON INTERNATIONAL COUNCIL OF SHOPPING CENTERS (ICSC) IN LAS VEGAS ON MAY 22-25, 2016

January 19, 2016

Page 3 of 3

CONCLUSION

That the City Council approve the attendance of the ICSC Conference and authorize the appropriation of the funds for the event.

Respectfully submitted,

EDGAR P. CISNEROS
City Manager



MANUEL ACOSTA
Economic Development Manager

ATTACHMENTS

- A. RECON ICSC Conference brochure
- B. Photograph of Booth



EARLY BIRD DEADLINE
DECEMBER 11, 2015

RECON

May 22 – 25, 2016 | Las Vegas, NV
Las Vegas Convention Center & Westgate Hotel

#RECon16



RECON

May 22 – 25, 2016 | Las Vegas, NV
Las Vegas Convention Center & Westgate Hotel

Reconnect with prosperity and profits at ICSC's RECon 2016! RECon is the world's largest retail real estate exhibition and conference and is a must-attend event for shopping center industry executives, retailers, financial companies, and product and service providers. If you're in the shopping center industry, you can't afford to not attend RECon. When over 36,000 of the best and brightest in the industry come together, the opportunities are limitless.



PROGRAM-AT-A-GLANCE

SUNDAY | MAY 22 – PROFESSIONAL DEVELOPMENT DAY

- 9:30 am – 12:30 pm Educational Sessions
- 12:45 – 2:15 pm Opening Keynote Presentation and VIVA's Ceremony
- 2:30 – 5:00 pm Educational Sessions
- 5:30 – 7:00 pm U.S. MAXI Awards Ceremony
- 6:00 – 9:30 pm ICSC Foundation Gala Dinner
- 7:30 – 9:30 pm Opening Reception at XS Nightclub at Encore

MONDAY | MAY 23

- 8:00 am – 5:00 pm Leasing Mall/Marketplace Mall/SPREE RECon
- 9:00 am – 12:00 pm Educational Sessions
- 12:30 – 2:00 pm Lunch and Keynote Presentation
- 2:30 – 5:30 pm Educational Sessions

TUESDAY | MAY 24

- 8:00 am – 5:00 pm Leasing Mall/Marketplace Mall/SPREE RECon
- 9:00 am – 12:00 pm Educational Sessions
- 12:30 – 2:00 pm Lunch and Keynote Presentation
- 2:30 – 5:30 pm Educational Sessions

WEDNESDAY | MAY 25

- 8:00 am – 2:00 pm Leasing Mall/Marketplace Mall/SPREE RECon

All Educational Sessions and Keynote Presentations to be held in the Westgate Resort & Casino (formerly the LVH).

Schedule is tentative and subject to change.



REGISTRATION FEES

Full Program:

	EARLY BIRD	ADVANCE	ON-SITE
Member*:	\$530	\$570	\$720
Non-Member:	\$1,120	\$1,120	\$1,430
Student Member**:	\$50	\$50	N/A

Access to the Full Program includes two lunches, receptions, Professional Development Day (Sunday), education and conference sessions on Monday and Tuesday, Leasing Mall, Marketplace Mall, and SPREE RECon.

* To qualify for the member rates, each registrant must be an ICSC member. A company membership does not entitle every employee of that company to register at the member rates.

** Students must register in advance to obtain the student rate. No student rates will be offered on-site.

Professional Development Day - Sunday, May 22:

ADVANCE/ON-SITE: \$250

This fee is for the **Professional Development Day** on Sunday, including all conference and education sessions. Those with Full Program Registration do NOT need to add on this fee, as it is included in your registration fee. Those who have a free Exhibitor, Marketplace Mall, MAXI or SPREE RECon badge and would like to attend Professional Development Day sessions, must register for this option.

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Visit www.icsc.org/membership for more information about membership benefits and fees.

REGISTRATION DEADLINES

December 11, 2015 | Early Bird Deadline – Members Save \$40

March 31, 2016 | Register and submit a photo by deadline to receive your badge in the mail.

April 29, 2016 | Deadline to receive advance registration fee.

May 21, 2016 | Registrations will be accepted on-site in Las Vegas.

HOW TO REGISTER

Visit www.icscsrecon.org to register online or download the registration form to mail or fax to ICSC.

All attendees and exhibitors are required to have an ICSC-issued color photo badge for access to the Convention. To submit a photo, visit www.icsc.org/myicsc.

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CITY OF HUNTINGTON PARK

Office of the City Manager
City Council Agenda Report

January 19, 2016

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

Dear Mayor and Members of the City Council,

DISCUSSION AND/OR APPROVAL OF NEW HUNTINGTON PARK SHUTTLE DESIGN AND/OR SERVICE NAME

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Discuss and/or approve a new shuttle design for the Huntington Park Shuttle Service currently known as "Combi"; and/or
2. Discuss and/or approve a new name for the Huntington Park Shuttle Service currently known as "Combi"; and
3. Authorize the City Manager to implement said changes as soon as feasible

BACKGROUND

Per City Council's direction, and consistent with the City's vehicle replacement policy, staff acquired 4 new vehicles to replace vehicles currently used for the shuttle service which are at the end of their useful life. Moving forward, these new vehicles will allow the service to be more consistent and it will also translate into a more positive experience for the riders.

Staff has determined that the shuttles currently in use are inconsistently marked and branded and that the service would benefit from a more consistent and effective shuttle design to make the vehicles more appealing to riders.

In an effort to increase the use of public transit and minimize congestion issues on our public streets, the City proposes to launch a rebranding campaign for the shuttle service. Currently, the service is called the Combi, the City can continue to use this

**DISCUSSION AND/OR APPROVAL OF NEW HUNTINGTON PARK SHUTTLE
DESIGN AND/OR SERVICE NAME**

January 19, 2016

Page 2 of 4

name for the shuttle service or select one of the proposed alternative options: A) HP Express B) Huntington Park Express C) HPGo D) HP Mover or E) Combi.

FISCAL IMPACT

No fiscal impact. All costs for the shuttle service rebranding to be assumed by current contractor.

CONCLUSION

Upon City Council approval, staff will move forward with the selected design concept and name for the service.

Respectfully submitted,

EDGAR P. CISNEROS
City Manager

ATTACHMENT

A – Huntington Park Shuttle Proposed New Design Concepts

DISCUSSION AND/OR APPROVAL OF NEW HUNTINGTON PARK SHUTTLE DESIGN AND/OR SERVICE NAME

January 19, 2016

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ATTACHMENT A

1)



2)



3)



DISCUSSION AND/OR APPROVAL OF NEW HUNTINGTON PARK SHUTTLE DESIGN AND/OR SERVICE NAME

January 19, 2016

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CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

January 19, 2016

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

Dear Mayor and Members of the City Council:

APPROVAL OF MODIFICATIONS TO THE CITY'S DIAL-A-RIDE SERVICE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Direct staff to implement Dial-A-Ride service modifications; and
2. Direct the City Manager to execute a third amendment to the City's Agreement with Administrative Services Cooperative, Inc. to reflect the service modifications.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This report is to advise the City Council as to modifications that must be implemented to the City's Dial-A-Ride service in order to align service with the City's FY 15/16 budget which allocates \$500,000 for this service. This amount reflects the operations specified in the Dial-A-Ride service agreement entered into between the City and Administrative Services Cooperative, Inc. ("Operator") on July 20, 2009 (the "Service Agreement").

Background

The operation of the Dial-A-Ride service has cost the City a total of \$342,649 for the first five months of FY 15/16 with only \$157,351 remaining to operate this service for the remainder of this fiscal year. The average monthly cost for operating this service is \$68,529, thus funding will be exhausted by February 2016 unless immediate modifications are made. As a result the proposed modifications must reduce monthly costs to approximately \$22,400 in order to prevent any service interruptions during this fiscal year.

APPROVAL OF MODIFICATIONS TO THE CITY'S DIAL-A-RIDE SERVICE

January 19, 2016

Page 2 of 4

The Service Agreement specifies the terms of operations for the Dial-a-Ride service including days and hours of operation, service area, maximum number of monthly trips, and participant requirements. In addition, the Service Agreement gives the City the right to increase or decrease the level of service provided with written notice. The Operator is required to make the service changes within 30 calendar days of the receipt of notice. Staff anticipates that these modifications, if approved will be implemented on March 1, 2016.

The terms of the current Dial-A-Ride service and proposed modifications are summarized in the following table:

	Existing	Proposed
Eligibility:	<ul style="list-style-type: none"> ▪ City residents 62 years and older ▪ Physically disabled residents younger than 62 years 	<ul style="list-style-type: none"> ▪ City residents 65 years and older ▪ Physically disabled residents younger than 65 years
Monthly trip limit:	<ul style="list-style-type: none"> ▪ 40 ▪ City can adjust limit based on demonstrated need 	<ul style="list-style-type: none"> ▪ 20 ▪ City can adjust limit based on demonstrated need
Service area:	<ul style="list-style-type: none"> ▪ Any destination within a two-mile radius of the City limits ▪ Nine approved “satellite” destinations (medical facilities) located outside of the service area 	<ul style="list-style-type: none"> ▪ Any destination within City limits ▪ Increase “satellite” destinations (medical facilities) located outside of the City limits based on identified need.
Operating hours:	<ul style="list-style-type: none"> ▪ 24 hours/day 	<ul style="list-style-type: none"> ▪ 5:00 AM to 10:00 PM
Operating days:	<ul style="list-style-type: none"> ▪ 7 days/week including holidays 	<ul style="list-style-type: none"> ▪ Monday through Friday ▪ Holidays TBD
Participant cost:	<ul style="list-style-type: none"> ▪ \$0.50 per trip ▪ \$5.00 for replacement identification card ▪ City pays for original identification card 	<ul style="list-style-type: none"> ▪ \$1.00 per trip ▪ \$5.00 for new and replacement cards
Average monthly operating cost:	\$65,678	\$21,511

APPROVAL OF MODIFICATIONS TO THE CITY'S DIAL-A-RIDE SERVICE

January 19, 2016

Page 3 of 4

Proposed Modifications

1. *Per-trip Cost.* The proposed increase from \$0.50 to \$1.00 per trip would result in an approximate 3% cost savings based on current average monthly operating cost. The increased per-trip cost may also serve as a disincentive to use the service on a frequent basis, thus affording additional savings.
2. *Trip Reduction:* Reducing the number of monthly trips per participant from the current 40 to 20 would reduce operating costs by 45%. A review of operating data from September 2015 indicates that 18% of Dial-A-Ride participants use the service more than 20 times per month. City staff will evaluate participants on a case-by-case basis in order to determine if additional monthly trips are required for medical purposes.
3. *Elimination of Weekend Service:* Weekend service accounts for 11% of the total monthly Dial-A-Ride trips. The elimination of weekend service will likely have minimal impact specifically for required trips (such as to medical facilities) as medical appointments are not typically scheduled for weekends. Additionally program participants have increased access to other travel modes on weekends. The elimination of weekend service would result in a cost savings of approximately 22%.
4. *Reduction of Service Area:* Trips outside of the City limits will be limited to pre-approved medical destinations only. This will require City staff to increase the number of allowed "Satellite" destinations based on current ridership data. The projected cost savings of this modification has not been determined.
5. *Elimination of 24-Hour service:* Implementing new service hours (5:00 AM to 10:00 PM) will result in a 6% monthly trip reduction. The cost savings for this modification has not been estimated.

The estimated cost savings resulting from these proposed service modifications are provided in Attachment A.

Additional Modifications

Additional modifications will be needed to improve the service's cost effectiveness in the long-run and to assure that it is consistent with the City's strategic decision making related to public transportation. To this end, City staff will work closely with the Operator to explore further modifications that may include:

- Incentivizing shared trips among Dial-A-Ride users
- Addressing duplications in service (i.e. transportation services offered by AltaMed or other local agencies)

APPROVAL OF MODIFICATIONS TO THE CITY'S DIAL-A-RIDE SERVICE

January 19, 2016

Page 4 of 4

- Modifying the Combi route and service schedule to better meet the needs to Dial-A-Ride users

FISCAL IMPACT/FINANCING

The implementation of the proposed service modifications will not require additional appropriations and thus will not have an impact on the City adopted FY 2015-16 budget.

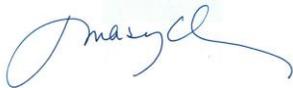
RECOMMENDATION

Staff recommends that the City Council approve the following:

1. Direct staff to implement Dial-A-Ride service modifications
2. Direct the City Manager to execute a third amendment to the City's Agreement with Administrative Services Cooperative, Inc. to reflect the service modifications.

Respectfully submitted,

EDGAR P. CISNEROS
City Manager



JAN MAZYCK
Interim Director of Finance

ATTACHMENT

- A. Estimated Monthly Dial-A-Ride Cost Savings

Estimated Monthly Dial-A-Ride Cost Savings

Attachment A

Existing Service (maximum 40 montly trips)

Assumptions	Weekend	Weekday	Total
Average monthly trips	1,373	4,909	6,282
Average cost per trip	\$ 9.55	\$ 9.55	\$ 9.55
Total trip cost - gross	13,112.15	46,880.95	59,993.10
Co-pay	0.50 686.50	0.50 2,454.50	3,141.00
Total trip cost - net	12,425.65	44,426.45	56,852.10
Administrative Costs	1,929.07	6,897.15	8,826.21
Total Monthly Cost	\$ 14,354.72	\$ 51,323.60	\$ 65,678.31

Proposed Service (maximum 20 montly trips, and no weekend service)

Assumptions	Total
Average monthly trips	3,621
Average cost per trip	\$ 9.55
Total trip cost - gross	34,580.55
Co-pay 1.00	3,621.00
Total trip cost - net	30,959.55
Administrative Costs	4,906.46
Total Monthly Cost	35,866.01
Cost of weekend service to be eliminated	(14,354.72)
Total estimated montly cost	21,511.29
Montly savings	
Amount	\$ 44,167.02
Percent	67%

Source: Fiesta Taxi operating and cost data, July 2015 to November 2015.



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

January 19, 2016

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

Dear Mayor and Members of the City Council:

APPROVE AGREEMENT WITH CENTRAL BASIN MUNICIPAL WATER DISTRICT FOR PREPARATION OF THE URBAN WATER MANAGEMENT PLAN

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve agreement with Arcadis and Central Basin Municipal Water District for the preparation of the Urban Water Management Plan;
2. Authorize City Manager to execute agreement; and
3. Appropriate the funds from the Water Enterprise fund.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Urban Water Management Plan Act requires all water suppliers in California with 3,000 or more service connections to prepare this report. The report requires several technical chapters; a twenty year forecast between supply and demand gaps, Demand Management Measures (water shortages and conservation), SBx7-7 compliance, Gallons per Capita per Day (GPCD) analysis, and other technical analytics and metrics. This Plan is required in years ending with zero and five and is due on July 15th of the following year. It is important to note that this report is required to be filed in order to receive grant funding from the State.

The reporting requirements continue to become more technical and arduous. Due to the technical nature of the Plan, in the past, the City has utilized consultants to ensure their Plan complies with State requirements. As a service to member agencies, the Central Basin Municipal Water District (District) has facilitated a competitive RFP process and selected Arcadis Design and Consultancy to prepare their own Plan. The District has brokered an agreement with Arcadis wherein member agencies can work under the auspices of their umbrella for Plan preparation, at a negotiated price. Among the many benefits of working under the District are the reduced cost to gather and analyze supply data, reduced City staff time, economies of scale, etc.

APPROVE AGREEMENT WITH CENTRAL BASIN MUNICIPAL WATER DISTRICT FOR PREPARATION OF THE URBAN WATER MANAGEMENT PLAN

January 19, 2016

Page 2 of 3

FISCAL IMPACT/FINANCING

The Water Enterprise Fund will be utilized to pay for Plan preparation; funding is available in account 681-8030-461-41-00 and staff requests a transfer from 681-8030-461-41-00 to 681-8030-461-54-00. In addition to the base cost of the report, staff recommends that the “add-on” Water Loss Reporting be included as this is a State requirement and a ten percent contingency be included for a total transfer of \$32,000.00. Additionally, these funds must be encumbered and will be paid to Central Basin Municipal Water District as the fiduciary agent. The District is providing this service to member agencies and no administrative fees or additional charges will be levied for this service.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Urban Water Management Plan Act requires all water suppliers in California with 3,000 or more service connections to prepare this report. There are several key changes that are now required in this Plan that were not previously required. These changes include Department of Water Resources (DWR) Standardized tables and online submittal, SBx7-7 verification, DWR Population Tool, Demand Management Measures and water loss reporting. Lastly, purveyor that fail to submit an UWMP are ineligible for grant funding.

CONTRACTING PROCESS

The City is under contract with Central Basin Municipal Water District for services that include reporting and purchase of potable and recycled water. As discussed earlier, the District issued an RFP and selected a vendor based on the competitive bidding process. If approved, the City would enter an Agreement directly with District for Plan preparation by Arcadis (the consultant awarded the project based on a competitive process), The City will remit payment directly to the Central Basin Municipal Water District.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

No direct impact on City services. Staff will need to provide prescribed data to the consultant.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORTS

Not applicable.

**APPROVE AGREEMENT WITH CENTRAL BASIN MUNICIPAL WATER DISTRICT
FOR PREPARATION OF THE URBAN WATER MANAGEMENT PLAN**

January 19, 2016

Page 3 of 3

CONCLUSION

The City, as a water purveyor, is required to prepare an UWMP every five years. Failure to file this Plan would result in the City being ineligible to apply for grant funding from the State Department of Water Resources. Due to the technical complexity of Plan preparation, staff proposes that it is both cost effective and expeditious to work with Central Basin Municipal Water District. If approved, it is requested that staff transfer and encumber funds from account 681-8030-461-41-00 to 681-8030-461-54-00 and direct the City Manager to enter an Agreement with Central Basin Municipal Water District for the preparation of the Urban Water Management Plan as required by the Department of Water Resources.

Respectfully submitted,

EDGAR P. CISNEROS
City Manager



MICHAEL ACKERMAN
City Engineer

ATTACHMENTS

- A. Arcadis Cost Information
- B. Central Basin Agreement

ARCADIS Cost Information

Cost Information Table - Agency w/ Imported Water									
Task Description	Consultant Hours						Fees, \$		
	Porter / Cathcart (\$265)	Alvarez (\$150)	Sriboonlue (\$140)	Leong (\$125)	Admin (\$110)	Total	Labor	Direct	Total Cost
Project Management and Meetings	2	4			8	14	2,010	100	2,110
Phase 1 - Review 2010 UWMP and Data Collection	2	6	18	24		50	6,950		6,950
Phase 2 - Prepare Draft 2015 UWMP	4	8	16	18	6	52	7,410	200	7,610
Phase 3 - Prepare Final 2015 UWMP	4	8	10	16	6	44	6,320	100	6,420
TOTAL	12	26	44	58	20	160	22,690	400	23,090

Cost Information Table - Agency w/ Imported and Groundwater									
Task Description	Consultant Hours						Fees, \$		
	Porter / Cathcart (\$265)	Alvarez (\$150)	Sriboonlue (\$140)	Leong (\$125)	Admin (\$110)	Total	Labor	Direct	Total Cost
Project Management and Meetings	2	4			8	14	2,010	100	2,110
Phase 1 - Review 2010 UWMP and Data Collection	2	6	20	26		54	7,480		7,480
Phase 2 - Prepare Draft 2015 UWMP	4	8	18	20	6	56	7,940	200	8,140
Phase 3 - Prepare Final 2015 UWMP	4	8	10	18	6	46	6,570	100	6,670
TOTAL	12	26	48	64	20	170	24,000	400	24,400

Cost Information Table - Agency w/ Imported, Groundwater, and Recycled Water									
Task Description	Consultant Hours						Fees, \$		
	Porter / Cathcart (\$265)	Alvarez (\$150)	Sriboonlue (\$140)	Leong (\$125)	Admin (\$110)	Total	Labor	Direct	Total Cost
Project Management and Meetings	2	4			8	14	2,010	100	2,110
Phase 1 - Review 2010 UWMP and Data Collection	2	6	22	26		56	7,760		7,760
Phase 2 - Prepare Draft 2015 UWMP	4	8	20	20	6	58	8,220	200	8,420
Phase 3 - Prepare Final 2015 UWMP	4	8	14	18	6	50	7,130	100	7,230
TOTAL	12	26	56	64	20	178	25,120	400	25,520

Contingency Items

UWMP Category	Consultant Hours						Fees, \$		
	Cathcart / Porter (\$265)	Alvarez (\$150)	Sriboonlue (\$140)	Leong (\$125)	Admin (\$110)	Total	Labor	Direct	Total Cost
Additional hard copies (\$30/per copy)						0		30	30
Additional coordination costs due to limited staff and complicated arrangements. In the event there are any critical delays in the process due to limited agency staff that requires ARCADIS to "speed up" the process and complete the plan on time and/or provide any requests above what is in the scope of work.	4	10		6		20	3,310		3,310
Additional work if an agency is not a CUWCC Reporting Agency or is not in full compliance with the CUWCC MOU requirements to complete the description of DMM activities, if not completed by the agency staff.			22			22	3,080		3,080
Additional time to complete the Revenue Shortage Impacts Analysis, if not completed by the agency staff. Assist in the analysis and/or revisions of an agency's revenue impact during a shortage, help develop proposed measure to overcome such financial impacts resulting from a 10%, 25%, and 50% reduction in sales compared to a base year.		6	10			16	2,300		2,300
Additional time for preparation and carrying out of a "communications" plan for the UWMP, if not completed by the agency staff. Includes coordination of the notification process within agency's service area, assist in publication of notice, and help prepare presentations, brochures, or handouts for such public hearings.			10	6		16	2,150		2,150
Meetings (\$1,000/per meeting). Additional time to attend public hearing, committee meeting, city council/board meeting.								1,000	1,000
Additional time to complete Water Loss Reporting per AWWA methods, if not completed by the agency staff.	4	6		12		22	3,460		3,460
Agencies who might want help in assessing their current demand projection model or methodology to determine the need for adjustments or refinements to account for the anticipated additional water conservation activities and other factors.	4	12	10	14		40	6,010		6,010
Additional time and effort to complete, manually input, and upload all necessary tables, forms, and displays per DWR requirements as part of the online submittal tool.		2		8		10	1,300		1,300



PARTNERSHIP AGREEMENT NO. _____
between
CENTRAL BASIN MUNICIPAL WATER DISTRICT
and

for
DEVELOPMENT OF 2015 URBAN WATER MANAGEMENT PLAN

As of _____, 2015, the Central Basin Municipal Water District, herein "DISTRICT", and _____, herein "PARTNER", agree as follows:

SECTION 1 - RECITALS

On October 26, 2015, the DISTRICT entered into Agreement No. 2016-22 with ARCADIS U.S. Inc., herein "CONSULTANT" to develop DISTRICT's 2015 Urban Water Management Plan (UWMP) herein "PROGRAM". "PARTNER" would like to develop their own 2015 Urban Water Management Plan (UWMP) in collaboration with the DISTRICT using the consulting services of DISTRICT'S CONSULTANT. In order to utilize this PROGRAM, "PARTNER" will enter into a partnership agreement to procure consulting services from DISTRICT CONSULTANT under a discounted pricing plan to develop their own 2015 UWMP.

SECTION 2 - TERM AND CONDITIONS

- (a) The term of this Agreement shall be commencing _____, 2015 and concluding _____, 2015.
- (b) This partnership agreement between the DISTRICT and PARTNER is solely to accommodate PARTNER for the purposes of efficiency and consistency, the DISTRICT will have no responsibility to PARTNER for the quality or legal sufficiency of the services or the resulting UWMP PROGRAM that is produced for PARTNER.
- (c) PARTNER shall pay any and all costs incurred by the DISTRICT in the event PARTNER does not provide timely payment to enable the DISTRICT to pay CONSULTANT.
- (d) PARTNER is individually responsible for and shall independently verify that the partnership arrangement complies with PARTNER's own bidding and contract award procedures.



SECTION 3 - CONTRIBUTION AND PAYMENT TERMS

- (a) For this partnership agreement, PARTNER is contributing a total not-to-exceed the amount of \$_____. This amount includes a set base cost of \$_____. Along with this cost, PARTNER has chosen to include the following contingency items: _____ and _____.
- (b) The PARTNER will receive an electronic invoice from the DISTRICT for the amount paid out to CONSULTANT for the services that has been performed. Upon receipt of invoice from the DISTRICT, the PARTNER will release the payment to the DISTRICT within 15 calendar days for a total not-to-exceed \$_____.

SECTION 4 - INDEMNIFICATION

- (a) PARTNER shall hold harmless, defend at its own expense, and indemnify DISTRICT, its officers, employees, and agents against any and all liability, claims, losses, damages or expenses, including reasonable attorneys' fees, arising from all negligent or reckless acts or omissions, or acts of willful misconduct of PARTNER or its officers, agents, or employees in rendering services under this agreement; excluding, however such liability, claims, losses, damages, or expenses arising solely from DISTRICT's gross negligence or willful acts.
- (b) DISTRICT shall hold harmless, defend at its own expense, and indemnify PARTNER, its officers, employees, and agents against any and all liability, claims, losses, damages or expenses, including reasonable attorneys' fees, arising from all negligent or reckless acts or omissions, or acts of willful misconduct of DISTRICT or its officers, agents, or employees in rendering services under this agreement; excluding, however such liability, claims, losses, damages, or expenses arising solely from PARTNER's gross negligence or willful acts.

SECTION 5 - AGREEMENT ADMINISTRATION

The Project Manager is the DISTRICT's designated representative responsible for the administration of this Agreement. The Project Manager for this Agreement is:

Tammy Hierlihy
Water Resources Manager
Central Basin Municipal Water District
6252 Telegraph Road
Commerce, CA 90040
Phone: (323) 201-5510
Email: tammyh@centralbasin.org



The PARTNER's Project Manager for this Agreement is:

Tel: _____

Email: _____

SECTION 6 - SEVERABILITY

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

SECTION 7 - APPLICABLE LAW

This Agreement shall be construed in accordance with and governed by the laws for the State of California.

[SIGNATURE ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first written above.

APPROVED:

Central Basin Municipal Water District

By: _____
Kevin Hunt, P.E.
General Manager

Date _____

APPROVED AS TO FORM:

By: _____
Alfred Smith
Nossaman, LLP, District's Counsel

Date _____

**APPROVED:
PARTNER**

By: _____

Date _____

Name: _____

Title: _____



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

January 19, 2016

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

Dear Mayor and Members of the City Council:

APPROVE PROJECT PLANS, SPECIFICATIONS AND ADVERTISE FOR BIDS FOR THE CROSSWALK IMPROVEMENTS AT 57TH AND 58TH STREETS AT PACIFIC BOULEVARD PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve project plans and specifications for the Crosswalk Improvements at 57th and 58th Streets at Pacific Boulevard project;
2. Authorize the Public Works and Community Development Departments to advertise for bids;
3. Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project; and
4. Authorize Staff, under the currently approved Augmentation Contract, to proceed with necessary work (Bid Advertisement, Bid Analysis, Project Management, Construction management, Inspection, Administration) in compliance with the terms and conditions of the contract, and not to exceed 10% of the project budget for Crosswalk Improvements at 57th and 58th Streets at Pacific Boulevard.

APPROVE PROJECT PLANS, SPECIFICATIONS AND ADVERTISE FOR BIDS FOR THE CROSSWALK IMPROVEMENTS AT 57TH AND 58TH STREETS AT PACIFIC BOULEVARD PROJECT

JANUARY 19, 2016

Page 2 of 3

BACKGROUND

In February 2015 the City received a petition signed by parents and students of the Aspire Public Schools located at Pacific Boulevard and 58th Street. The petition requested the installation of a traffic light at the intersection of Pacific Boulevard and 58th Street. This location serves pedestrian traffic from four schools. On the west side of Pacific Boulevard is Aspire Pacific Academy (6th-12th grades), Aspire Ollin University Preparatory Academy (7th, 8th, and 9th grades), and Aspire Antonio Maria Lugo Academy (K-5th grades), and on the east side is Pacific Boulevard Elementary School (K-5th grades).

Traffic Authority Staff conducted a study with observations and data collection to determine a solution to meet the needs of the schools as well as address pedestrian mobility and access at the existing crosswalks. The crosswalks at Pacific Boulevard at 57th Street and 58th Street are uncontrolled crosswalks. Uncontrolled crosswalks refer to legal crossings at an intersection where stop signs, traffic signals, or other traffic control devices are not in place to stop vehicles on the street approaching pedestrians crossing.

The study included the assessment of existing conditions and crosswalks at 57th Street and 58th Street at Pacific Boulevard. Pedestrian data and vehicular traffic was collected during a typical weekday during school commencement and completion times to capture the highest number of pedestrians using each crossing. This included field pictures, warrant studies, accident history, and roadway conditions.

On May 18, 2015, City Council approved pedestrian improvements to increase safety and mobility for school age pedestrians on Pacific Boulevard; and authorized the City Manager to proceed with implementation of improvements.

FISCAL IMPACT/FINANCING

The recommended improvements may increase the visibility of pedestrians crossing Pacific Boulevard. Total costs of infrastructure and safety devices are estimated to be \$125,736, this includes 10% contingency, 10% design engineering, and 10% construction management. The funding source is TDA-3 (pedestrian and bicycle improvements) 334-4010-431.73-10 Capital Outlay / Improvements for Fiscal Year 2015-2016.

LEGAL AND PROGRAM REQUIREMENTS

The California Vehicle Code and the California Manual of Uniform Traffic Control Devices provides guidelines and standards for placement of official traffic control devices on public roadways. Any traffic control devices should only be installed after an engineering study determines that the measures are warranted or needed. In this case

**APPROVE PROJECT PLANS, SPECIFICATIONS AND ADVERTISE FOR BIDS FOR
THE CROSSWALK IMPROVEMENTS AT 57TH AND 58TH STREETS AT PACIFIC
BOULEVARD PROJECT
JANUARY 19, 2016
Page 3 of 3**

a traffic engineering review and study was conducted at the subject locations and subsequently measures designed to improve pedestrian safety were recommended.

CONCLUSION

Upon approval, the City Engineer will execute the proposed recommendations at the subject locations.

Respectfully submitted,

EDGAR P. CISNEROS
City Manager



Michael Ackerman
City Engineer

ATTACHMENTS:

- A. Recommendations
- B. Bid Package with Plans and Specifications



STAFF REPORT ATTACHMENT

DATE: January 19, 2016

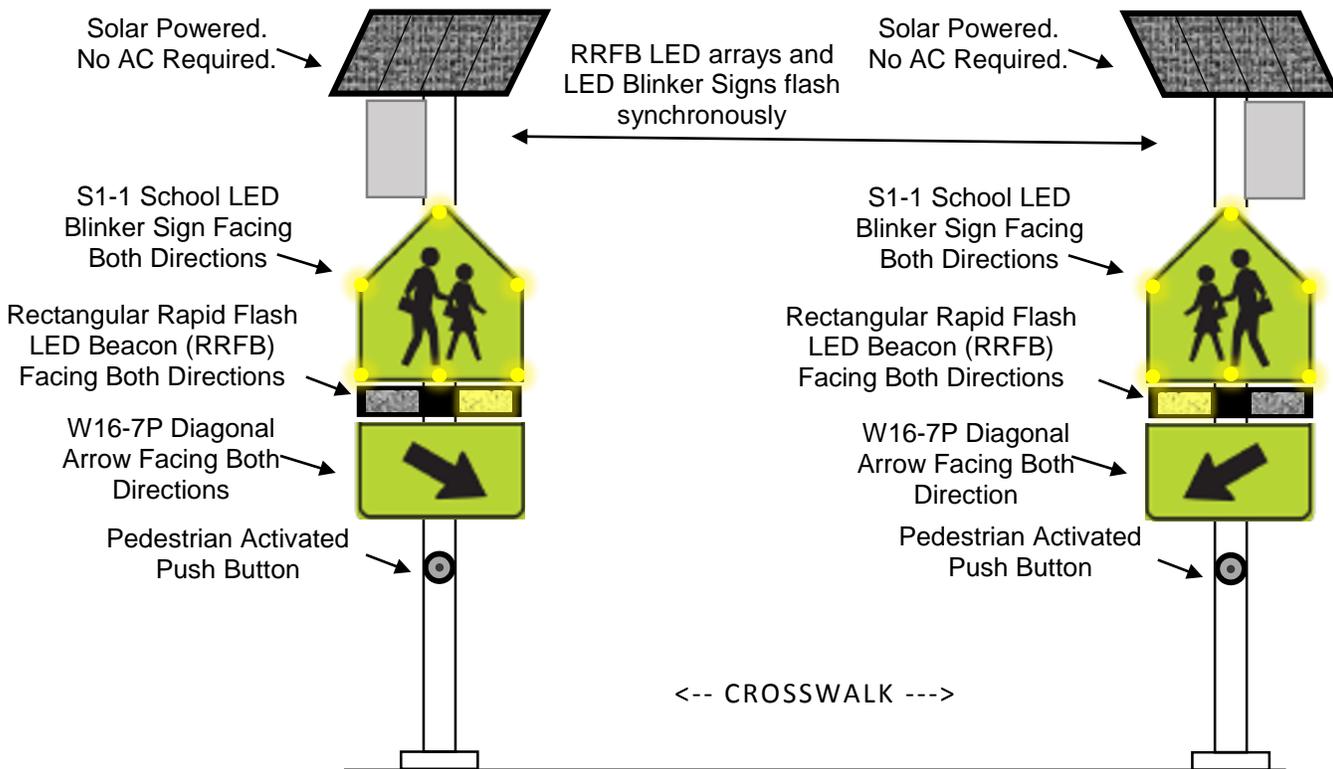
RE: RECOMMENDATIONS FOR THE INSTALLATION OF PEDESTRIAN IMPROVEMENTS AT 58TH STREET AT PACIFIC BOULEVARD AND 57TH STREET AT PACIFIC BOULEVARD

RECOMMENDATIONS

The city is proposing to implement an action plan for the intersections of 57th Street at Pacific Boulevard and 58th Street at Pacific Boulevard, the plan includes recommendations for pedestrian improvements at these two intersections. The improvements are intended to increase pedestrian safety and visibility.

Step 1: Recommendations for 58th Street/Pacific Boulevard and 57th Street/Pacific Boulevard

1. Installation of solar powered blinking LED School Crossing Signs (36x36) S1-1 (School Crossing Assembly) with double sided Rapid Flashing LED Light Bar and Downward Facing Arrows (24x12) W16-7p, pointing to the crosswalk on both sides of Pacific Boulevard at 58th Street (north leg) and both sides of Pacific Boulevard at 57th Street (south leg). The flashing LED lights will be pedestrian controlled with a push button (total of 16 signs and 8 rapid flashing light bars)
 - ✓ The signage arrows must point in the correct direction, arrows should be pointed to the crosswalk as shown below – (4 signs) with right slant downward arrow and (4 signs) with left slant downward arrow.
 - ✓ Installation of Flashing signs and light bar is to alert approaching vehicles that pedestrians are in the street and crossing. The lights will flash simultaneously when pedestrian activates by pushing the button.



2. Removal of the crosswalk and conflicting signage in the south leg (58th Street and Pacific Boulevard) and the north leg (57th Street and Pacific Boulevard), so all students and pedestrians are directed to one crosswalk instead of being split between two.
 - ✓ Signage and a Public notice should be posted at both site locations where the crosswalk removal is and on the City website 30 days prior to the removal of the crosswalk. They should be posted at the south leg of 58th Street and Pacific Boulevard) and the north leg of 57th Street and Pacific Boulevard)

3. Removal of the inroad lights in the north leg (at 58th Street and Pacific Boulevard). These are currently not functioning and need to be removed and replaced with raised pavement markers (RPM) reflectors.
 - ✓ Signage and a Public notice should be posted at the site location where the inroad lights are to be removed. Public notice should also be posted on the City website 30 days prior to the removal of the inroad lights at the crosswalk.

4. Installation of Yellow Raised Pavement Markers (RPM) to line both sides of the crosswalk for the north leg (58th Street and Pacific Boulevard) and the south leg (57th Street and Pacific Boulevard)
5. Yellow ladder striping in highly reflective paint at the crosswalks for the north leg, east leg, and west leg at 58th Street and Pacific Boulevard, and, the south leg, east leg, and west leg at 57th Street and Pacific Boulevard.
6. Yellow “SLOW SCHOOL XING” pavement legends in highly reflective paint on both approaches for each crosswalk in each lane (on Pacific Boulevard approaching 58th Street and 57th Street, both sides).
7. Removal of conflicting signage, and installation of SCHOOL “AHEAD” warning signage opposite the pavement legends, approaching the crosswalks at 58th Street and Pacific Boulevard and 57th Street and Pacific Boulevard. (SW24-3)

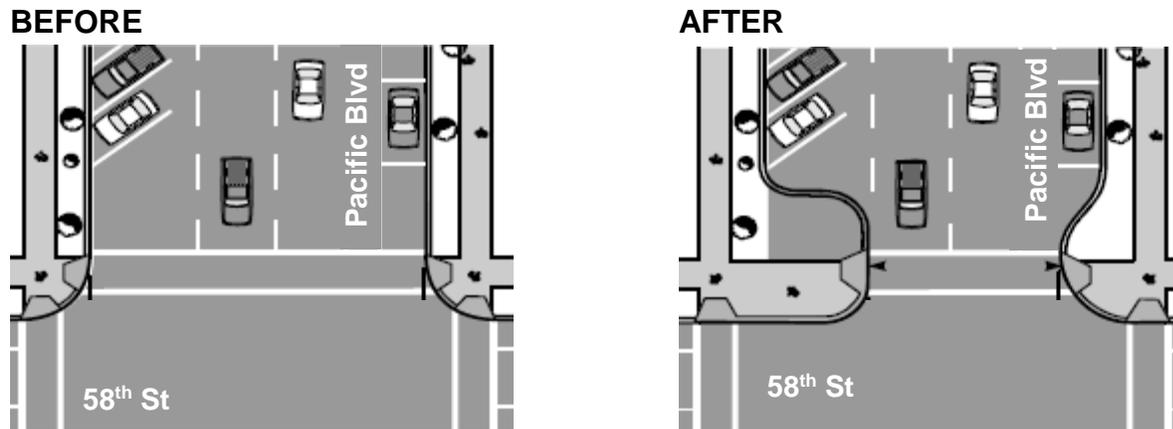


8. Install 35 MPH sign (R2-1) and “END SCHOOL SPEED LIMIT” sign (S5-3) north of 57th Street for the northbound travel direction.



9. Remove Existing 35 MPH sign located south of 58th Street and north of Slauson Avenue for northbound travel. It is located in the SCHOOL 25 MPH zone which is posted just to the south of this sign.
10. Design of bulb outs (curb extension) at the northwest and northeast corner to aid in pedestrian visibility for on-coming traffic on Pacific Boulevard at 58th Street. Angled parking north of 58th Street reduces vehicles line of sight of pedestrians

waiting at the curb to cross over Pacific Boulevard. The bulb outs will reduce the amount of street distance in the road pedestrians are crossing.

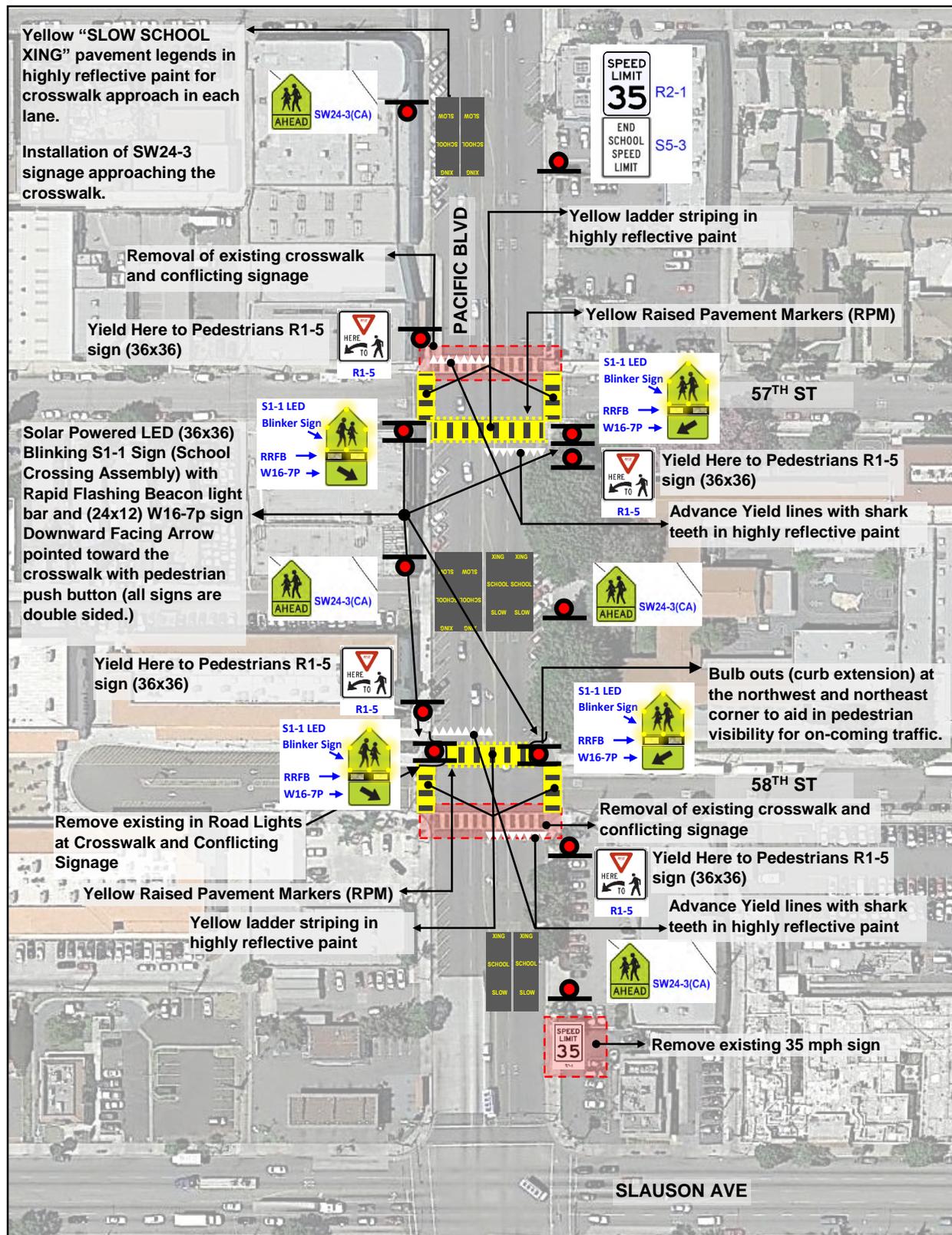


11. Install Advance Yield lines with shark teeth and YIELD HERE TO PED signage (R1-5) 36"x36" in advance of each crosswalk. These can be installed to ensure all drivers have a clear view of pedestrians as well as provides a buffer between vehicles and crossing pedestrians.



See diagram on the following page.

Diagram:



CITY OF HUNTINGTON PARK, CALIFORNIA



**BIDDING AND CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS
for
INSTALLATION OF CROSSWALK IMPROVEMENTS –
57TH STREET AND 58TH STREET AT PACIFIC BLVD**

Date Issued: January 14, 2016 (Draft, not authorized for bidding, for review only)

Bid Due Date:

(Insert Bid Due Date), (Insert Bid Due Time) (preliminary date)

Submit bids to:

**Office of the City Clerk
City of HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, CA 90255**

TABLE OF CONTENTS

DESCRIPTION	SECTION
NOTICE INVITING SEALED BIDS	A
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BIDDER'S PROPOSAL (Entire section C shall be submitted with the bid) BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"	C
SPECIFICATIONS	D

APPENDICES:

APPENDIX A - SAMPLE CONTRACT TO BE EXECUTED

APPENDIX B - PROJECT PLANS

A. NOTICE INVITING FORMAL SEALED BIDS INSTALLATION OF CROSSWALK IMPROVEMENTS – 57TH STREET AND 58TH STREET AT PACIFIC BLVD

PUBLIC NOTICE IS HEREBY GIVEN that the City of HUNTINGTON PARK invites sealed bids for the above stated project and will receive such bids in the Office of the City Clerk, City of HUNTINGTON PARK, 6550 Miles Avenue, HUNTINGTON PARK, CA 90255, up to the hour of **(Insert Bid Due Date), (Insert Bid Due Time), (preliminary date)** Any bids received late will be returned unopened. The bids received will be publicly opened approximately 15 minutes after the bid submittal deadline in the City Council Chambers.

Pre-Bid Meeting:

No Pre-Bid Meeting is scheduled for this project.

Bidding and Contract Documents, Plans and Specifications Available:

Copies of the Bidding and Contract Documents, Plans and Specifications can be obtained as follows:

1. Please e-mail your request with your contact information to: okan.demirci@transtech.org. Upon receipt of your e-mail, you will be registered as a plan holder, and a pdf file of the Bidding and Contract Documents, Plans and Specifications will be e-mailed to you at no cost.
2. Hard copy of the Bidding and Contract Documents, Plans and Specifications can be picked up at from City Engineers Office, City of HUNTINGTON PARK, 6550 Miles Avenue, HUNTINGTON PARK, CA 90255. Please first e-mail to jpichardo@hpca.gov and request a hard copy 2 days in advance. Make check payable to "City of HUNTINGTON PARK". Place a note on the check as follows: Cost for Bidding and Contract Documents, Plans and Specifications for INSTALLATION OF CROSSWALK IMPROVEMENTS – 57TH STREET AND 58TH STREET AT PACIFIC BLVD.
3. Hard copies will not be mailed.

Scope of Work:

The work consists of furnishing all materials, equipment, tools, labor, and incidentals as described in detail in the Bidding and Contract Documents, Plans and Specifications to construct the project. The major component of this project is the installation of crosswalk improvements at Pacific Blvd and 57th Street & Pacific Blvd and 58th Street.

Location of Work:

The project is located at the intersections of Pacific Blvd and 57th St & Pacific Blvd and 58th Street, HUNTINGTON PARK, CA 90255.

Retention:

The City will deduct a State-mandated 5 percent retention from all progress payments.

Project Completion:

The project shall be completed in **15** working days.

Bid Bond:

Bids must be accompanied by a bid bond, made payable to the City of HUNTINGTON PARK for an amount no less than ten percent (10%) of the bid amount.

Required License Classification:

Required License Classification is State of California, A-General Engineering Contractor. No bid will be accepted from a Contractor who has not been licensed in accordance with the provisions of the Business and Professions Code.

SB 854 Requirements:

This project is subject to the requirements of SB 854. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The bid proposal must include a print out from the DIR registration website showing that the prime contractor and each subcontractor is currently registered and qualified. No bid proposals will be accepted nor any contract entered into with a prime contractor without proof of registration as required above. [Unless within the limited exceptions from this requirement for bid proposals only under Labor Code Section 1771.1(a)]

Prevailing Wages Required:

Prevailing wages shall be paid to all workers in accordance with California Labor Code 1771. A copy of the prevailing wages schedule is on file with the City.

Federally Funded CDBG Project:

This is not a Federally Funded Project.

DBE (Disadvantaged Business Enterprise):

There is no mandatory DBE (Disadvantaged Business Enterprise) Participation requirement. All bidders are required to comply with all applicable competitive bidding and labor compliance laws including, but not limited to, active solicitation of subcontract bids from minority-owned businesses, women-owned businesses, and businesses owned by disabled veterans. The City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor's or any such subcontractors under hire. The bidders and the selected Contractor shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

Bonds Required:

A labor and materials payment bond is required In accordance with California Civil Code 9550 in a form approved by the City. Also a performance bonds and public improvement warranty are required. See Sample Contract for the required bond forms.

Substitution of Securities for Retention:

The contractor may deposit securities in lieu of the 5% progress payment retentions in accordance

with California Public Contracts Code 22300.

Excavation Safety:

If the work involves an excavation or trench five feet or deeper, the bid must contain a separate bid item for adequate sheeting, shoring, bracing and safety measures approved by the City.

Environmentally Sensitive Materials:

- ✓ This Invitation for Bids **does not** specify locations of possible materials, such as a borrow pit or gravel bed, for use in the proposed construction project which would be subject to Section 1603 of the Fish and Game Code.
- ~~This Invitation for Bids **does** specify locations of possible materials, such as a borrow pit or gravel bed, for use in the proposed construction project and is subject to the following conditions imposed pursuant to Section 1603 of the Fish and Game Code:~~

City Business License:

The successful Contractor and his subcontractors will be required to possess business licenses from the City.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractors, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work's contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

The City reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of 90 calendar days.

Any contract entered into pursuant to this notice shall become effective or enforceable against the City of HUNTINGTON PARK only when the formal written contract has been duly executed by the appropriate officers of the City.

Submittal of your bid assumes that you have made a thorough and complete investigation of the project site and that you have discovered no apparent discrepancies between the scope of work set forth in the plans and specifications and the actual field conditions.

If there are any questions regarding this project, please contact via e-mail:

okan.demirci@transtech.org

All inquiries must be submitted in writing by e-mail.

BY ORDER of the City of HUNTINGTON PARK, California.

**B. INSTRUCTIONS TO BIDDERS
INSTALLATION OF CROSSWALK IMPROVEMENTS –
57TH STREET AND 58TH STREET AT PACIFIC BLVD**

LOCATION OF WORK

The project is located at the intersections of Pacific Blvd and 57th St & Pacific Blvd and 58th Street, HUNTINGTON PARK, CA 90255.

PROPOSAL FORMS

Bids shall be submitted on the Proposal forms provided by the City. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any proposal not meeting these requirements.

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a bid bond payable to the City of HUNTINGTON PARK in the amount not less than 10 percent of the total amount of bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the City. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside:

**INSTALLATION OF CROSSWALK IMPROVEMENTS –
57TH STREET AND 58TH STREET AT PACIFIC BLVD
DO NOT OPEN WITH REGULAR MAIL**

It is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the City's designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Late proposals will not be considered and will be returned unopened.

CONSTRUCTION SCHEDULE, PROGRESS OF WORK, LIQUIDATED DAMAGES

After notification of award and prior to start of any work, the Contractor shall submit to the Engineer for approval its proposed Construction Schedule. At a scheduled date prior to commencement of work, the Contractor and all subcontractors shall attend a pre-construction conference at the City Hall. The selected Contractor shall complete the project per the schedule indicated in the Notice of Inviting Bids section of the specifications. The Contractor agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of City of HUNTINGTON PARK. The parties also agree that

failure to complete the project on time will prevent the City from having the use of the affected facilities. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that \$500 a calendar day is the minimum value of such costs to the City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that the above indicated liquidated damage amount per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the/an allotted time so that the damages are minimized.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the City's designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Proposals may not be withdrawn after the bid opening hour stipulated in the Notice Inviting Bids without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. No proposal will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code.

DISCREPANCIES AND MISUNDERSTANDINGS

Before submitting a Proposal, Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed, and shall include in the Proposal, the cost of all items necessary in the construction of the project. The Bidder shall not be allowed any extra compensation by reason of any matter or thing, concerning that which such the Bidder might have fully informed himself prior to the bidding. No bidder

shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the City. Should a Bidder find any ambiguity, inconsistency or error in the plans and project manual, or be in doubt as to their meaning, the Bidder shall notify the City, in writing via FAX as specified in the Notice of Inviting Bids Section. Issues requiring clarification will be addressed in a written addendum response, sent by facsimile to each Bidder, person or firm recorded by the City as having received plans. Any addenda issued by the City during the time of bidding are to be included in the proposal from the Bidder, and shall become a part of the Bid documents. The Bidder shall acknowledge receipt of addenda on the proposal form in the space provided. By submitting a bid, the Bidder shall be held to have personally examined the site and the drawings, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the plans, specifications, site conditions and/or contract provisions.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. No fee is charged for the Permit issued by the City for a public works project. The Contractor shall pay for and obtain a City Business License.

CONTRACTORS LICENSE LAW

The successful Bidder shall comply with and require all subcontractors to comply with all Federal, State and City Contractor License Laws and be fully Registered and Licensed thereunder as required.

BONDS

The successful Bidder is required to provide and pay for a performance and a payment bond as stated in SECTION 2-4 CONTRACT BONDS, of the Greenbook (Standard Specifications for Public Works Construction, latest edition). These bonds shall cover the faithful performance (100%) of the Contract for Construction and the payment of all obligations (100%) arising thereunder, in such form as the City may prescribe and with such sureties as they may approve. The successful Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power.

The City reserves the right to reject any proposed bonding company without stating cause. In this event the successful Bidder shall provide an alternate bonding company selection acceptable to the City.

Bonds shall conform to State statutes regarding performance bond and labor and material payment bonds with amount shown on each part equal to 100% of the total amount payable by terms of the Contract for Construction. The surety company shall be licensed to do business in the state in which the construction project is located and shall be acceptable to the City. Bond amounts shall be increased to include any

Change Order(s) added to the contract to 100% total value amount of each Change Order. Bonds will be recorded along with a copy of the construction contract in the County Recorder Records by the General Contractor with written proof submitted to the City.

CONTRACT AND INSURANCE

Bidders shall comply with the contract and insurance requirement included in SAMPLE CONSTRUCTION CONTRACT.

SOCIAL SECURITY ACT

The successful Bidder agrees to comply with and to require all of his subcontractors to comply with all the provisions of the Act of Congress approved August 14, 1935, known and cited as the Social Security Act and also the provisions of the act of the State Legislature Approved, and known as the State Unemployment Compensation Law and all other laws and regulations pertaining to labor and workmen and all amendments to such data, and the contractor further agrees to indemnify and hold harmless the City of HUNTINGTON PARK of and from any and all claims and demands made against it by virtue of the failure of the contractor or any subcontractors to comply with the provisions of any or all of said acts and amendments.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable. The successful Bidder agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The successful Bidder further agrees to defend, indemnify and hold harmless the City of HUNTINGTON PARK of and from any and all claims and demands made against the City or its officers, agents or employees by virtue of the failure of the Contractor or any Subcontractors to comply with the provisions of any or all said laws and amendments.

WAIVER OF LIENS

The successful Bidder (General Contractor) is responsible for the payment of all bills for labor and materials furnished by the subcontractors, the suppliers, and the General Contractor on this project. The General Contractor shall deliver to the City, unconditional Lien Waivers and/or Releases from himself and from each of his subcontractors and suppliers, and at such time he shall certify that he is submitting such lien waivers for all subcontractors and suppliers involved.

If any liens are filed against the City property, the City may, at its option, demand General Contractor immediately provide a bond in accordance with state statutes.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the City. The City of HUNTINGTON PARK reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 90 calendar days, as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

The Contractor shall submit a signed contract, bonds, insurance and all necessary documents to the City, within the required schedule.

EMPLOYMENT OF APPRENTICES

Attention is directed to the provisions in Section 1777.5 of the California Labor Code concerning employment of apprentices by the contractor or any subcontractor under him. The contractor and any subcontractor under him shall comply with the requirements of said section in the employment of apprentices; however, the contractor shall have full responsibility for compliance with said Labor Code section for all apprenticable occupations, regardless of any other contractual or employment relationships alleged to exist.

CONFLICT OF INTEREST

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in (State LCA-24 CFR 85.36 and Non-Profit Organizations – 24 CFR 84.4), OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

SUBCONTRACTS

The Contractor is required to perform, with its own organization, contract work amounting to at least 40 percent of the Contract Price. Failure to meet these requirements will result in disqualifying of the bid or termination of the contract. This provision supersedes any other provisions which specified a different subcontract requirement. Proposed subcontractor names, a general description of the work to be performed by each subcontractor and the dollar amount for each subcontractor shall be submitted with the bid.

PROJECT CLOSE OUT DOCUMENTS

Within 10 calendar days of completion of the project, the Contractor shall submit project close out documents, including: Drawings showing as built conditions with red pencil; All warranties and guarantees; All paperwork required for labor compliance; All final lien releases; All other project related documents requested by the City.

PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the applicable provisions in the Standard Specifications for Public Works Construction requirements and conditions which must be observed in the preparation of the proposal form and the submission of the bid.

1. Examination of Site, and Specifications: Bidders shall examine the site of the work and acquaint themselves with all conditions affecting the work. By submitting a bid, the Bidder shall be held to have personally examined the site, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the specifications, site conditions and/or contract provisions.
2. The Contractor shall have included in the contract price a sufficient sum to cover all items, including labor, materials, tools, equipment and incidentals, that are implied or required for the complete improvements as contemplated by the contract documents.

OTHER CONTRACT PROVISIONS

The bidder's attention is directed to other contract provisions in the Appendices section of these Contract Documents, which must be observed in the preparation of the proposal form and the submission of the bid.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

**C. BIDDER'S PROPOSAL
INSTALLATION OF CROSSWALK IMPROVEMENTS –
57TH STREET AND 58TH STREET AT PACIFIC BLVD**

Bidder's Name:	
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In accordance with the City of HUNTINGTON PARK's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of HUNTINGTON PARK of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City of HUNTINGTON PARK's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City of HUNTINGTON PARK and this bid and the acceptance hereof may, at the City of HUNTINGTON PARK's option, be considered null and void.

BID SCHEDULE

To the HUNTINGTON PARK's City Council, herein called the "Council": Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work as per the paragraph, Discrepancies and Misunderstandings, contained in the INSTRUCTIONS TO BIDDERS section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule (Bidder shall provide a bid amount for each bid item. Failure to provide a bid for each bid item shall render the bid non-responsive):

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

BID SCHEDULE				
INSTALLATION OF CROSSWALK IMPROVEMENTS –				
57TH STREET AND 58TH STREET AT PACIFIC BLVD				
Item		Qty	Unit Price	Total Price
1	MOBILIZATION.	1 LS	\$ _____	\$ _____
2	TRAFFIC CONTROL.	1 LS	\$ _____	\$ _____
3	NPDES, WVECP, AND BEST MANAGEMENT PRACTICES (BMPs).	1 LS	\$ _____	\$ _____
4	EXCAVATION AT BULBOUTS.	70 CY	\$ _____	\$ _____
5	CONSTRUCT PORTLAND CEMENT CONCRETE CURB AND GUTTER PER SPPWC STD. PLAN 120-2, TYPE A2-8.	100 LF	\$ _____	\$ _____
6	CONSTRUCT PORTLAND CEMENT CONCRETE SIDEWALK, 4" THICK PER SPPWC STD. PLAN 113-2.	1,300 SF	\$ _____	\$ _____
7	REMOVE EXISTING PEDESTRIAN SIGNAGE ON STREET LIGHT.	1 LS	\$ _____	\$ _____
8	CONSTRUCT CURB RAMP PER SPPWC STD. PLAN 111-5, CASE A, TYPE 1.	2 EA	\$ _____	\$ _____
9	SLOT CUT ASPHALT CONCRETE PAVEMENT 12" WIDE BY 10" DEEP MINIMUM. PAVE WITH FULL DEPTH ASPHALT CONCRETE PAVEMENT.	120 LF	\$ _____	\$ _____
10	INSTALL (36"X48") SCHOOL ADVANCED WARNING ASSEMBLY D (SW24-3CA) SIGN AND POLE PER 2014 CAMUTCD SECTION 7B.11, FIGURE 7B-1(CA).	4 EA	\$ _____	\$ _____
11	ADJUST UTILITY BOXES TO FINISHED GRADE.	1 LS	\$ _____	\$ _____
12	INSTALL SOLAR POWERED LED (36"X36") DOUBLE SIDED S1-1 BLINKING SCHOOL PEDESTRIAN SIGN WITH DOUBLE SIDED RAPID FLASHING BEACON LIGHT BAR AND (24"X12") DOUBLE SIDED W16-7P, WHICH INCLUDES 4 RIGHT DOWNWARD FACING AND 4 LEFT DOWNWARD FACING ARROW POINTING TO THE CROSSWALK WITH WIRELESS CONTROLLER KIT AND PEDESTRIAN ACTIVATED PUSH BUTTON BULLDOG AND POLE. PER 2014 CAMUTCD SECTION 7B AND FHWA INTERIM APPROVAL. CONTRACTOR SHALL FURNISH MATERIAL FROM SOLAR TRAFFIC SYSTEMS (PHONE: 877-977-7446) OR APPROVED EQUAL.	4 EA	\$ _____	\$ _____

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BID SCHEDULE				
INSTALLATION OF CROSSWALK IMPROVEMENTS –				
57TH STREET AND 58TH STREET AT PACIFIC BLVD				
Item		Qty	Unit Price	Total Price
13	INSTALL YIELD HERE TO PEDESTRIAN SIGNAGE (R1-5(CA) SIGN (36"X36")) PER CAMUTCD SECTION 2B.11.	4 EA	\$ _____	\$ _____
14	INSTALL NO PED CROSSING ON EXISTING STREET LIGHT - USE CROSSWALK SIGN (R9-3, R9-3BP) PER CAMUTCD SECTION 2B.51.	4 EA	\$ _____	\$ _____
15	INSTALL 35 MPH SPEED LIMIT SIGN (R2-1) AND END SCHOOL SPEED LIMIT SIGN (S5-3) PER CAMUTCD SECTION 7B.15.	1 EA	\$ _____	\$ _____
16	REMOVE EXISTING 35 MPH SPEED LIMIT SIGN BY EXISTING FIRE HYDRANT, APPROXIMATELY 200 FEET SOUTH OF 58 TH STREET AND PACIFIC BLVD INTERSECTION.	1 LS	\$ _____	\$ _____
17	REPAINT EXISTING LIMIT LINES AND STOP PAVEMENT MARKINGS WITH THERMOPLASTIC PAINT PER SPPWC STD. PLAN 172-0.	1 LS	\$ _____	\$ _____
18	REPAINT EXISTING LEFT TURN ARROW PAVEMENT MARKINGS THERMOPLASTIC PAINT.	1 LS	\$ _____	\$ _____
19	REMOVE EXISTING IN-ROAD LIGHTS. FILL AND PATCH HOLES WITH ASPHALT. NOTIFICATION MUST BE POSTED 30 DAYS PRIOR TO REMOVAL PER CVC 21950.5.	1 LS	\$ _____	\$ _____
20	REMOVE EXISTING PEDESTRIAN SIGNAGE INCLUDING PUSH BUTTON, SOLAR PANEL AND POLE.	1 LS	\$ _____	\$ _____
21	EXTEND RED CURB AND REMOVE EXISTING PARKING STALL ADJACENT TO THE BULBOUT.	1 LS	\$ _____	\$ _____
22	CONSTRUCT PARKWAY DRAIN PER SPPWC STD. PLAN 151-2, S=36", H=4" (COMPLETE).	2 EA	\$ _____	\$ _____
TOTAL PRICE:			\$ _____	

Total Price written in words: _____

The award of the contract, if it be awarded, will be to the lowest responsible who submitted the lowest responsive bid amount for Bid Schedule, and whose proposal complies with all the requirements prescribed.

In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.

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The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.

All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.

The BIDDER agrees that the Agency reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed twenty-five percent (25%) plus or minus of the total bid amount for all bid items. If the change exceeds twenty-five percent (25%) a change order may be negotiated to adjust unit bid prices. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees.

A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

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DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:
 BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from following subcontractors:

Subcontractor Name	Work to be Performed	Contractors License #	DIR #	Dollar Amount
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
TOTALS				\$ _____

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REFERENCES

The City of HUNTINGTON PARK is interested in obtaining bids from the most qualified and capable contractors with a proven track record able to perform work desired by the Public Works Department. Any and all references required to be provided by the bid specifications must be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included.

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past three years.

<u>Reference Contact Information</u>	<u>Reference Project Name</u>	<u>Contract Value</u>	<u>Date Completed</u>
Agency Name:		\$ _____	
Contact Name and Title:			
Contact Tel No:			
Agency Name:		\$ _____	
Contact Name and Title:			
Contact Tel No:			
Agency Name:		\$ _____	
Contact Name and Title:			
Contact Tel No:			

BONDS

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom Bidder intends to procure insurance bonds:

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.

Name of Person who inspected the site: _____

Date of Inspection: _____

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ADDENDA ACKNOWLEDGMENT

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NONCOLLUSION DECLARATION

NONCOLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID FOR

(Project Name)

The undersigned declares:

I am the ____ of ____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state]."

 (Signature)

 (Printed name)

BIDDER INFORMATION

Bidder's Name:			
Address:			
Form of Legal Entity (i.e., individual, partnership, corporation, etc.)			
If a Corporation, State of Incorporation (i.e., Calif.)			
Valid State Contractor's License No. and Class			
DIR Registration No.:			
<i>Contact Person Information:</i>			
<i>Name</i>	<i>Title</i>	<i>E-mail</i>	<i>Tel</i>

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

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Previous contract performance history:

1. Was any contract terminated previously: _____
If the answer to the above is "yes", provide the following information:
Contract/project name and number: _____
Date of termination: _____
Reason for termination: _____
Owner's name: _____
Owner contact person and tel. no.: _____

2. In the past ten years have you filed a claim for money against any public entity?
If the answer to the above is "yes", provide the following information:
Contract/project name and number: _____
Date of filing claim: _____
Reason for filing claim: _____
Owner's name: _____
Owner contact person and tel. no.: _____

3. In the past ten years have you been a party to legal action by or against a public entity arising out of the performance of a public works contract?
If the answer to the above is "yes", provide the following information:
Contract/project name and number: _____
Date of commencement of litigation: _____
Reason for litigation: _____
Owner's name: _____
Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this ____ day of _____, 201_.

BIDDER _____

Subscribed and sworn to this ____ day of _____, 201_.

NOTARY PUBLIC _____

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PROPOSAL GUARANTEE/BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, (hereinafter referred to as "Contractor") intends to submit a bid to the City of _____, California, a Municipal Corporation, for the performance of certain work as required in the City of _____ Project Name. _____ (the "Project") said work being: _____ as shown on the plans and specifications for the Project. The bid is being made in response to an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and _____ a corporation organized and existing under the laws of the State of _____, duly authorized and licensed to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of _____, as Obligee, in the sum of _____ Dollars (\$_____) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement, for the warranty of the work and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of _____ in successfully enforcing said obligation.

This document is signed by the respective parties on the dates next to their names.

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Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Bid Bond are true and correct, and that I have been duly authorized to sign this Bid Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

Surety: _____

By: _____

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature _____ (Seal)

-- AND --
(Proof of signature authorization or power of attorney must be attached)

D. SPECIFICATIONS

INSTALLATION OF CROSSWALK IMPROVEMENTS – 57TH STREET AND 58TH STREET AT PACIFIC BLVD

STANDARD SPECIFICATIONS

GENERAL

The General Conditions for this project shall be based on PART 1-GENERAL PROVISIONS of the Greenbook, (Latest Edition), except as amended by the project plans, specifications and contract documents, supplementary conditions, and/or other applicable contract documents.

In case of conflict between the Special Specifications included in this Section and special provisions included in the Appendix, the more stringent requirement shall apply, except when the City makes an exception. The City has the right to make such exception at its discretion, and the contractor shall provide reasonable cost discount if the City decides to implement the lesser stringent option.

NOTIFICATION

The Contractor shall notify the City and the owners of all utilities and substructures not less than 48 hours prior to starting construction.

CITY HOLIDAYS

City offices are closed on the following days: New Year's Day; Martin Luther King, Jr. Day; President's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving (2 days) and Christmas Day. During these holidays, inspections will not be available.

EMERGENCY INFORMATION

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

AS- BUILT DRAWINGS

Provide and record a complete "As Built" records set of blue line prints showing changes from the original drawings and specifications and the exact "As Built" locations, sizes and types of equipment. Prints for this purpose may be obtained from the City. Keep this set of drawings on the site and use only as a record set. Use these drawings as work progress sheets. With red pencil, make neat and legible annotations thereon as the work proceeds, showing the work as actually completed. Keep these drawings available at all times for inspection. Before the date of the final inspection, provide the "As Built" prints to the City. Please note, that failure to submit an "As Built" set of drawings as noted above will result in the retention payment being delayed.

SPECIAL PROVISIONS

DESCRIPTION OF WORK

1. Scope of the Work covered by Contract Documents:

The work to be done consists of furnishing all labor, materials, tools, equipment and incidental for the construction, complete in place, of those items as shown on the bid set of drawings (or amended drawings) and as included in these Special Technical Provisions.

2. Contractors Duties:

Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.

3. Contracts:

Construct entire work under one contract with the City.

4. Allotted Working Space:

The contractor shall be responsible for storing his materials and equipment and to use a work yard as necessary. The work yard area shall be subject to the approval of the City if it is located within the Allotted Working Area. The City will not allow keeping equipment, materials, vehicles, removed items, debris, etc. within the Allotted Working Space except in the approved work yard area. Storage of items, equipment or materials in the work yard area are at the sole risk of Contractor with no liability to the City. It shall be the responsibility of the Contractor to provide adequate fencing, security of the work yard area and equipment to the contractor's satisfaction, and to restore the assigned area to its original, pre-use condition, or better, to the satisfaction of the City.

5. Acceptance of Site:

The Contractor shall accept the site and the character of the work as they exist on the first day of work under this contract.

6. Maintenance of Existing Plantings, Improvements and Facilities:

The Contractor shall protect and maintain all existing trees and shrubs (plantings) to remain from the first day of work under this contract to acceptance. In similar fashion, Contractor shall protect and maintain all improvements and facilities in place to remain from the first day of work under this contract to acceptance. Contractor shall notify City Engineer of any damage to any existing plantings, improvements or facilities as soon as possible. Contractor shall replant or repair any damage to the satisfaction of City Engineer at no cost or extra burden to the City.

7. Survey and Layout:

Contractor shall verify all dimensions on the drawings and shall report to the City Representative any discrepancies before proceeding with related work. Contractor shall perform all survey and precise

layout work to the satisfaction of the Public Works Director or his/her designee. Contractor shall establish final grades and extents for the improvements and preserve such work on as-built plans.

8. Limits of Work:

Limits of work shall be the legal property boundaries of the site unless modified by Contract limit lines indicated on the plans or as noted otherwise.

GENERAL PROCEDURES

1. Specifications and Drawings Complementary:

The Specifications and Drawings are complementary, and what is called for in one shall be binding as if called for in both.

2. Order of Precedence of Contract Documents:

In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

- a. Contract
- b. Specifications
- c. Drawings

Within the Specifications the order of precedence is as follows:

- a. Addenda/Change Orders
- b. Special Specifications
- c. Instructions to Bidders
- d. Notice to Contractors
- e. Standard Drawings
- f. Referenced Standard Specifications

With reference to the Drawings the order of precedence is as follows:

- a. Figures govern over scaled dimensions
- b. Detail drawings govern over general drawings
- c. Addenda/Change Order drawings govern over Contract Documents
- d. Contract Documents govern over standard drawings
- e. Contract Drawings govern over shop drawings

3. Discrepancies in the Contract Documents:

Any discrepancies, conflicts, errors or omissions found in the Contract Document shall be promptly reported in writing to the Public Works Director or his/her designee, who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, conflicts, errors or omissions, but shall comply with any corrective measures regarding the same prescribed by the Public Works Director or his/her designee, and no additional payment or time shall be allowed therefor,

except as provided in the Standard Specifications.

If discrepancies are discovered between the drawings and the specifications, and no specific interpretation is issued prior to the bidding, the decision regarding this interpretation shall rest with the Public Works Director or his/her designee. The Contractor shall be compelled to act on the Public Works Director or his/her designee's written, emailed or faxed decision as directed. In the event the installation is not in compliance with the direction of the Public Works Director or his/her designee, the installation shall be corrected by and at the expense of the Contractor at no additional cost to the City.

In case of such discrepancies on the plan sheets, it is assumed that the bid included the cost for implementing/constructing the discrepancy that would have the highest dollar value.

4. Errors and Omissions:

If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the City's field work, it shall immediately inform the Public Works Director or his/her designee. City Engineer shall promptly review the matter, and if he/she finds an error or omission has been made, he/she shall determine the corrective actions and advise the Contractor in writing accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the City shall issue an appropriate Change Order. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at its risk unless authorized by the Public Works Director or his/her designee in writing.

5. Changed Conditions:

The plans for the work show conditions as they are believed by City Engineer to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation by the City that such conditions are actually existent, nor shall the City be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise. The word "conditions" as used in this paragraph includes, but is not limited to, site conditions, both surface and subsurface.

The Contractor shall examine the site, compare it with the drawings and specifications and shall satisfy itself as to the conditions under which the work is to be performed. The Contractor shall ascertain and check the location of all existing structures, utilities and equipment which may affect its work. The Contractor shall be responsible to re-examine the site, as necessary, for performance of change orders or other proposed changes which may affect its work. No allowance shall subsequently be made on the Contractor's behalf for any extra expense or loss of time which incurred due to failure or negligence on its part to make such examination.

6. Construction Staking:

The Contractor shall be responsible for construction staking.

Unless otherwise provided in the special provision, lines and grades for the construction shall be the responsibility of the contractor, with the following provisions:

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these, and for the control of construction, shall be the responsibility of the Contractor. All such survey work including construction staking shall be done under the supervision of a California licensed Land Surveyor or authorized Civil Engineer. Staking shall be done on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the City Inspector. The Contractor shall be responsible for any error in the finished work, and shall notify the Engineer, in writing, within 24 hours of any discrepancies, or design errors during the construction staking.

Prior to the start of construction, any Survey Monuments and Bench Marks having direct conflict with the construction shall be referenced in the field and "corner records" shall be prepared and submitted by the supervising licensed Land Surveyor, to the Engineer, on certified official record forms for filing in the office of the County Surveyor. All the Survey Monuments and Bench Marks removed and/or altered during the construction shall be reset and certified "corner records" shall be submitted by the Land Surveyor, to the Engineer prior to the final acceptance of the construction.

Unless a separate bid item is provided, the payment for surveying, construction staking, setting of the Survey Monuments and Bench Marks, preparing corner records, professional services, office and field calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all the work involved, shall be considered as included in the items of work for which the surveying work is performed, and no additional compensation will be allowed.

7. Notice to Proceed:

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work. The Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work at the site.

8. Contract Time:

The Contractor shall submit evidence to the City that all materials have been purchased by the date indicated within the specified construction duration and per the approved construction schedule. The date construction shall begin will be specified in a Notice to Proceed.

Except as otherwise provided in the Special Provisions, working hours in traffic lanes will be restricted to between the hours of 8:30 a.m. and 3:00 p.m., and, except as otherwise stated in the Special Provisions or approved by the Public Works Director or his/her designee, working hours for areas not affecting traffic are between 7:00 a.m. and 4:00 p.m. Monday through Friday, excluding legal holidays and weekends.

During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose acceptable quality or efficiency will be affected by any unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the

Contractor and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

9. Delay in Obtaining Materials:

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor either obtains advance written approval from City Engineer or obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather conditions necessitating the cessation of work, or other similar action of the elements. The Contractor is required to order materials in a timely manner as specified in the "Instruction to Bidders".

10. Record Drawings:

The Contractor shall maintain at the job site one (1) set of record drawings. At the end of each working day, the Contractor shall submit to the Inspector an accurate "as-built" drawing of any changes that occurred from the approved plans and drawings, including Change Order work, changed conditions in the field, and/or claimed extra work. The Contractor shall be responsible to obtain the Inspector's written approval of the accuracy of said drawing. No invoice will be accepted for processing until all work included therein is accurately shown on the record drawings.

11. Materials:

Material Specifications:

Whenever any material is specified by name and number thereof, such specifications shall be deemed to be used for the purpose of facilitating a description of the materials and establishing the quality of the materials to be used. All materials shall be new and the best of their class and kind. No substitution will be permitted which has not been approved in writing by the Public Works Director or his/her designee.

Material List:

A complete material list shall be submitted prior to performing any work. Catalog data and full descriptive literature and manufacturer's specifications and installation instructions shall be submitted whenever the use of items different than those specified is requested.

The material list shall be submitted using the following sample layout (double spaced between each item).

Item No.	Description	Manufacturer	Model Number
1.	material	ABC Corp.	XXX

Approval of Substitutes:

Approval of any items, alternates or substitutes indicates only that the product(s) apparently meet

the requirements of the drawings and specifications on the basis of the information and/or samples submitted.

Contractor's Responsibility:

Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

12. Inspection and Testing:

All materials furnished and all work performed under the Contract shall be subject to review by the Public Works Director or his/her designee. Such review may include mill, plant, shop, nursery, or field inspection as required. City Engineer shall be permitted access to all parts of the work, including plants where materials are manufactured or fabricated, and shall be furnished with such materials, information and assistance by the Contractor and its subcontractors and suppliers as is required to make a complete and detailed inspection.

The City will provide standard progress building and public works inspection at no cost to the Contractor. Contractor shall arrange and pay for all other inspections required by ordinance or governing authorities, including tests in connection therewith, as may be assigned to it in other sections of the specifications.

Where required by the Building Code, specialty inspectors shall be provided by the City at no cost to the contractor. The Contractor shall request specialty inspector at least forty-eight (48) hours in advance of an anticipated inspection.

City shall perform compaction tests as required.

It shall be the Contractor's responsibility to obtain Inspection in a timely manner prior to proceeding with any phase of construction. The Contractor shall neither allow nor cause any of its work to be covered or enclosed until it has been inspected, tested and approved by the Public Works Director or his/her designee.

City Engineer will make, or have made, such inspections and tests as he deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract. In the event such inspections or tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Public Works Director or his/her designee, as well as the cost of the subsequent re-inspection and re-testing. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

Standard progress billing and public works inspections shall be requested by the Contractor at least twenty-four (24) hours in advance of an anticipated inspection.

Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the City and used in the work thus removed, shall be borne by

the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the authority of City Engineer shall, upon order of the City Engineer, be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement.

13. Construction Schedule:

The Contractor shall submit a Construction Schedule to City Engineer prior to beginning construction. No work may be started until the Schedule has been approved in writing. The work shall be scheduled to assure that construction will be completed within the specified time. The Contractor shall be held responsible for coordination of all phases of the operation so that the time schedule can be met.

If the Contractor desires to make a major change in its method or operations after commencing construction or if its Schedule fails to reflect the actual progress, the Contractor shall submit to City Engineer a revised Construction Schedule. Said Schedule shall be submitted in advance of beginning revised operations or within two (2) working days after notification by the Public Works Director or his/her designee, as appropriate. City Engineer may suspend all progress payments if the Contractor fails to comply.

14. Markup:

For extra work and change orders the following percentages shall apply:

A. LABOR COSTS

1. Labor markup for employer taxes standard federal/state rates, approximately: 10%
2. Labor markup for fringe benefits (if fringe benefits are not included in the labor cost: 15%)
3. Labor overhead markup: 10%
4. Profit markup: 10%

B. MATERIAL, EQUIPMENT, SUBCONTRACTOR COSTS

Only 5% markup by prime contractor will be allowed on materials, equipment and subcontractor costs. No other additional markups (overhead, profit, etc.) will be allowed.

C. After the total amount is established by adding the above items, an additional 2% markup for INSURANCE AND BONDING COSTS will be allowed.

The subcontractor costs shall be established using the same cost accounting principal above.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel, and other vehicles and/or equipment present at the job site but not directly used in actual construction activities. Incidental movements of labor, materials, supplies or equipment shall not be considered as use in actual construction activities. These costs shall not be reported as labor or equipment elsewhere, except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

The City shall not pay for the cost of foremen or vehicles used by foremen unless authorized in advance by the Engineer.

REMOVALS AND GRADING

1. Removals

1.1 All material removed from the project shall be disposed of by the Contractor in an acceptable manner in an area approved by the City Engineer. The Contractor shall strictly adhere to the requirements of Section 300-1.3.1 and 300-2.6 of the Standard Specifications to avoid, to the fullest extent possible, contamination of any drainage system. Removals shall include, but not be limited to, all excess excavation material, trees and plants, debris, interfering portions of curb, gutters, P.C.C. and asphalt concrete (including base, where applicable), pipes, traffic signals and appurtenances, and miscellaneous items as shown on the Plan.

- a. Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the Engineer.
- b. Contractor shall not remove on-site improvements until it is prepared to construct the adjacent street section and shall promptly restore all such improvements as applicable, upon completion of the adjacent street work.

1.2 A.C. and P.C.C. Pavement and P.C.C. Curb and/or Gutter, Walk and Driveways. Unless otherwise specified on Plans, all improvements to be removed must be sawcut. Complete removal of base shall be included as a part of the removal of these items and shall be included in the bid price therefor. Existing base may be reused if it conforms to the requirements of the Standard Specifications.

1.3 Miscellaneous Removals and Relocations. This item shall include all removals not specifically listed in the Bidder's Proposal or otherwise covered by these Specifications such as all necessary relocations and restorations of valve covers, signs and other items, whether shown on the Plans or not, and as necessary to complete the improvements. Contractor shall be responsible to review the project site prior to bidding and to include all such work, whether or not shown on the plan, in its bid prices for this item.

1.7 Limits. The Contractor shall meet with the Inspector prior to making removals to verify the limits of removals and the locations of joins, to establish smooth joins and to assure proper drainage. The Contractor may make minor changes in the location of joins and the limits of removals, provided a smooth join and proper drainage shall be achieved and it has obtained prior written approval from the Public Works Director or his/her designee.

1.8 Existing Pavement Sections. The thicknesses of existing AC and PCC pavement and base sections may vary. Thicknesses, if shown, are intended to indicate the approximate quantities for removals and are in no way guaranteed. No extra payment shall be allowed for variances found in the field.

2. Earthwork

- 2.1 Excavation. Excavation shall include removing, hauling, disposing and placing in fill embankment all materials below the existing base to the subgrade elevations indicated on the plan. Earthwork, subgrade preparation and fine grading shall conform to the applicable requirements of Section 300-2 and other pertinent sections of the Standard Specifications. The Contractor shall be responsible to meet grades shown on the plan, including removal of excess excavation, import of top soil and structural backfill, as applicable. The City neither warrants nor implies that there will be an earth balance on this project.

Attention is directed to the Standard Specifications regarding the protection and preservation of existing soil and fences during excavations. The Contractor shall use temporary shoring or other protective methods to support these improvements and insure that no damage will result to them by virtue of the Contractor's work.

Full compensation for doing all work involved in protecting and preserving improvements on private property shall be considered as included in various bid prices, and no additional compensation will be allowed therefor.

- 2.2 Unsuitable Material. If unsuitable material is found, the Contractor shall remove said material to the limits to be determined by the Engineer and shall replace said material with select fill or base material, as to be determined by the Engineer. Payment for removal and replacement shall be made at the unit price bid for Base, except the City shall be entitled to a credit to be negotiated if select fill or a lower classification of base material is used for replacement material.

- 2.3 Grading. All grading operation shall conform to section 300-4 of SSPWC

3. Subgrade Preparation

- 3.1 Section 301-1 of the Standard Specifications is hereby supplemented by the following section:

- a. Contractor shall immediately review the site to discover all surface improvements, including all utility vaults, manholes, valve covers, pull boxes, and other culture, which may or may not be shown on the plans. Contractor shall be responsible to make minor adjustments to the subgrade as necessary to join.
- b. Contractor shall be responsible to report any discrepancies or problems to the Inspector immediately and shall be responsible to plan and schedule its operations in such a manner so as not to create a delay should a review be required by the Engineer.
- c. Contractor shall be responsible to adjust pull boxes and valve covers to grade, if required, subject to the approval of the utility company.
- d. Adjustment of Valve Covers to Grade. Contractor shall be required either to remove valve covers below the depth to be removed and restore said covers to finish grade upon completion of each day's paving or to conduct its operations in such a manner as to not disturb said items. The Contractor, at its own expense, shall be responsible to repair or replace any valve covers damaged by its operations.

CONCRETE AND ASPHALT CONCRETE

1. P.C.C. CONSTRUCTION

1.1 General

- a. Where new construction joins existing construction, the new work shall be made to match the existing concrete in grade, color, finish and scoring as nearly as practicable.
- b. Contractor shall construct and install a two-inch (2") wide joint filled with Joint Sealing compound, at all joints between concrete pavement and asphalt concrete pavement in conformance with the manufacturer's instructions for use. The Joint Sealing compound shall conform to Type "C" Sealant per Section 201-3 of the Standard Specifications. The Contractor shall obtain approval for the proposed sealing compound and method of application from the City Engineer prior to use. All excess sealing compound shall be thoroughly cleaned up and removed.

1.2 Sidewalk and Wheelchair Ramps. Shall be constructed in accordance with Section 303-5 of the Standard Specifications.

1.3 Curb, curb and Gutter, Valley Gutter, driveways. Curb and gutter shall be constructed with standard forms or with slip-forms per Section 303-5.2 of the Standard Specifications. Modify height to match existing curb & gutter at the join point and match top of sidewalk where the sidewalk is adjacent to curb.

1.4 Catch basin. Catch basin construction shall be per section 303 of the SSPWC.

1.5 Masonry and brick. Masonry and brick walls and pilasters construction shall conform to section 303-4 of the SSPWC.

1.6 Pipe. Cast iron pipe shall conform to section 207 of the SSPWC.

1.7 Protection. The Contractor shall be responsible to protect all new concrete work from being etched, scratched or otherwise marked following placement thereof. If new concrete work is marked, the Contractor shall replace it at his/her expense in accordance with Section 300-1.3 of the Standard Specifications.

2. ASPHALT CONCRETE

2.1 Permanent Pavement. Asphalt Concrete (AC) shall conform to the provisions of Subsections 203-6 and 302-5 of the Standard Specifications. The surface course shall be Class C2-PG 64-10. AC not otherwise specified shall be Class B-PG 64-10. AC used for leveling course shall be Class D2-PG 64-10.

2.2 Temporary Pavement. Temporary AC Pavement shall conform to the above requirements, except temporary AC will be Class D2-PG 64-10. All trenches and travel lanes must be paved with temporary AC until permanent pavement has been constructed.

2.3 Tack Coat. A tack coat shall be applied between base and finish courses when the finish course is

not placed immediately after the base course, and the existing paved surfaces where new asphalt concrete overlaps existing pavement or abuts existing pavement along cut trench edges or curbs. Tack coat shall be as specified in section 302-5.3 of the Standard Specifications.

2.4 Leveling Course. Leveling course shall be Type III-D-PG 64-10 and shall conform to the provisions of Section 400-4 of the Standard Specifications.

2.5 Payment. There shall be no payment for furnishing installation, maintenance, removal or disposal of temporary AC pavement, and all costs thereof shall be absorbed in bid prices for work to which the temporary pavement is necessary.

3. BASE

3.1 Sections. Where known to be required, base is shown on the Plan and included in the Bidders Proposal.

3.2 Material Specification. Aggregate base for pavement, curb, gutter and other improvements shall be Crushed Aggregate Base and shall conform to Section 200-2 of the Standard Specifications. Construction shall conform to Section 301-2 of the Standard Specifications.

CONSTRUCTION COORDINATION, PHASING, & RECYCLING

1. Utility Companies Coordination

1.1 The Contractor shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection. The Contractor is required to include utility requirements in the Construction Schedule.

1.2 The Contractor shall notify all utility agencies and owners of all facilities within the area of construction a minimum of five (5) work days in advance of performing any work within said area.

1.3 The Contractor shall protect all utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities, including service laterals, and other improvements indicated on the drawings that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be directed by the Engineer.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the City, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

1.4 It shall be the Contractor's responsibility to completely remove all "construction graffiti" (spray paint or other marking for utilities, survey points and construction limits) prior to acceptance of the work as completed.

- 1.5 The Contractor shall utilize the services of "Underground Service Alert-Southern California" for utility locating in all public right-of-ways by calling 1-800-422-4133 at least 48 hours prior to any excavation.
- 1.6 If in the course of construction the Contractor damages a sewer lateral or water lateral, it shall be responsible to completely expose said lateral from the main line to the point of connection at private property to verify integrity of all joints to the satisfaction of the Inspector. This shall not be considered to be extra work and no extra costs shall be allowed therefor.
- 1.7 All sewer, including lateral repairs, shall be constructed of vitrified clay pipe only, unless otherwise approved in writing by the engineer. Plastic pipe shall not be used.
2. City of HUNTINGTON PARK License and Permit. The Contractor shall obtain a City Business License (Contractor shall pay for it) and a no-fee Construction Permit before commencing construction.
3. Excavation - Changed Conditions. Pursuant to Section 7104 of the Public Contract Code, for any trenches or other excavations that extend deeper than four feet below the surface:
 - 3.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the Engineer in writing, of any:
 - a. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - b. Subsurface or latent physical conditions at the site differing from those indicated.
 - c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
 - 3.2 The Engineer shall promptly investigate the conditions, and if he finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described herein.
 - 3.3 In the event that a dispute arises between the City and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
4. Public Convenience and Safety
 - 4.1 The provision of Section 7-10.1 (Traffic and Access), Section 7-10.2 (Storage of Equipment and

Materials in Public Streets), and Section 7-10.4 (Public Safety) all as contained in the Standard Specifications, shall be applicable to this project.

- 4.2 At the end of the Work Day the job site shall be left in a neat and orderly manner. Roadway and parking shall be made available wherever possible to the satisfaction of the Public Works Director or his/her designee.
- 4.3 During construction the Contractor shall provide adequate access to each residence or business affected by this project to the satisfaction of the Engineer.
- 4.4 Should any change in these requirements be necessitated by extraordinary occurrences or requirements during the execution of the work, the Contractor shall obtain prior written approval of the Engineer.
5. Sanitary Conditions. The Engineer may from time to time prescribe rules and regulations for maintaining sanitary conditions along the work and the Contractor shall enforce observance of the same by its employees and the employees of the subcontractor, and, if the Contractor fails to enforce these rules and regulations, the Engineer shall have the authority to enforce them.
6. Air Pollution and Dust Control. The contractor shall adhere strictly to Section 7-8.1 and Section 7-8.2 of the Standard Specifications throughout this entire project.
7. Water Pollution Control. The Contractor shall adhere strictly to Sections 7-8 and 7-10 of the Standard Specifications through the entire project. The Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System (NPDES) standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to be prepared to provide hay bales or similar devices to prevent erosion from being washed into the storm drain system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its Surety shall fully indemnify the City for any pollution damage and/or cleaning costs.

All construction on off-site or on-site improvements shall adhere to NPDES (National Pollution Discharge Elimination System) Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems.

The following are the areas to be addressed:

1. Handle, store and dispose of materials properly.
2. Avoiding excavation and grading activities during wet weather.
3. Construct diversion dikes and drainage swales around working sites.
4. Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
5. Develop and implement erosion control plans.
6. Check and repair leaking equipment away from construction site.
7. Designate a location away from storm drains for refueling.
8. Cover and seal catch basins whenever working in their vicinity.
9. Use vacuum with all concrete sawing operations.
10. Never wash excess material from aggregate, concrete or equipment onto a street

11. Catch drips from paver with drip pans or absorbent material.
12. Clean up all spills using dry methods.
13. Sweep all gutters at the end of each working day. Gutters shall be kept clean after leaving construction site.
14. Call 911 in case of a hazardous spill.
15. Keep a running log of all activities in connection with the Storm Water Pollution Prevention Plan (SWPPP)
16. Name a person, on site, responsible for complying with S.W.P.P.P.

CONTRACTOR TO COMPLY WITH THESE REQUIREMENTS AND CITY ENGINEER'S DIRECTIONS DURING THE COURSE OF CONSTRUCTION.

8. Solid Waste Management and Recycling Plan.

The contractor shall submit a Solid Waste Management and Recycling Plan to the City Manager's Office for review and approval prior to issuance of a demolition permit and/or grading permit for the project. Said plan shall indicate that the permittee/contractor shall provide documentation such as receipts from landfills, salvage and recycling facilities upon completion of the demolition/construction. Said plan shall identify:

- A. Types of materials for recycling, reuse or sorting
- B. Estimated quantities
- C. Separation requirements
- D. On site storage
- E. Transportation methods
- F. Destinations
- G. Plan manager (contractor's representative)

Prior to issuance of a demolition and/or grading permit, the permittee/contractor shall contact the California Integrated Waste Management Board (recycling hotline 800-553-2962) to obtain an approved recycler (processor and/or receiver) for demolition and construction waste. At the minimum the contractor shall recycle each of the following demolition and construction waste materials:

- Asphalt paving: 75%
- Concrete and concrete masonry units: 75%
- Non-lead based painted wood wastes (dimensional lumber and broken crates and pallets): 50%
- Metals: 60%
- Toilets: 75%
- Appliances: 75%
- Copper cable/wire: 50%
- Transformers and ballasts: 100%
- Fluorescent lamps: 100%
- Glass: 50%
- Unpainted gypsum board: 50%

A minimum of 50% of the total weight of the waste (demolition and construction wastes) shall be diverted from landfill.

9. Legal Address of Contractor. The address given in the Bidder's Proposal is hereby designated as the place to which all notices, letters, and other communications to the Contractor will be mailed or delivered, except such notices and communications as shall be given by the City's Inspectors to the Contractor's designated Superintendent in the field. The mailing or delivering to said address of any notice, letter, or other communication, or the hand-delivery to said Superintendent, shall be deemed sufficient service thereof upon the Contractor. The date of such service shall be the date of such mailing or delivery. Said address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

TRAFFIC CONTROL REQUIREMENTS

The Contractor shall be responsible to furnish, install and maintain such devices which are necessary to provide safe and efficient passage for the traveling public through the work area, for the safety of personnel present in the work area, and to minimize inconvenience to adjacent properties.

One lane of travel for thru traffic in each direction shall be maintained at all times during construction.

Work shall be done on work days, Monday through Friday, excluding legal holidays and weekends.

All work and materials to implement construction staging and traffic control shall comply with the Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones. Signs, markings, striping, barricades, delineators and all materials shall conform to applicable Caltrans standards and specifications.

1. Street Closures, Detours and Barricades.

- 1.1 All costs involving street closures, detours, delineators and barricades shall be paid by the Contract.

1.2 The Contractor shall notify:

The City Engineer at least ten (10) working days before closing or partially closing any street or alley.

- 1.3 The Contractor shall notify the following agencies at least two (2) working days before closing or partially closing any street or alley:

City Police Department
City Fire Department

- 1.4 Immediately upon completion of the construction work and opening or reopening of any street or alley, the three (3) parties above shall be notified.

- 1.5 The Contractor shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other facilities necessary to control traffic as specified in the "Work Area Traffic Control Handbook" (WATCH Manual). Flashing Arrow Sign (FAS) are required for all lane closures. Materials for a temporary facility may be provided from new or used materials. If used materials are provided, they shall be sound, in good condition and otherwise meet the requirements of new materials. All traffic control devices shall be free of graffiti, and the Contractor shall be responsible to immediately clean and/or replace any device to the satisfaction of the Engineer.

The Contractor will be allowed no more than one (1) work day to remove graffiti.

1.6 All traffic delineators used at night shall display two white retro-reflective bands. The upper band shall be a minimum of 3", but not more than 4", from the top and shall be 6" wide and the lower band shall be 4" wide. The two bands shall be separated by a minimum 2" space.

1.7 All excavations shall comply with and the Contractor's attention hereby is directed to the following supplemental requirements for STREET EXCAVATIONS.

STREET EXCAVATIONS

- a) Every person making an excavation, cut or fill in or under a street shall restore the surface thereof in accordance with the provisions of this section.
- b) Every person making an excavation, cut or fill in or under a street shall, until the permanent pavement is replaced:
 - 1) Maintain the surface of the backfill or of the temporary pavement at an elevation equal to that of the adjoining street surface and in a manner safe for vehicles and pedestrian traffic.
 - 2) Place and maintain barriers at each end of excavation, cut or fill and at such places along the excavation, cut or fill as may be necessary to prevent accidents, but with a maximum interval of one hundred (100) feet; and shall place and maintain a sign on every such barrier with letters not less than three (3) inches in height, which sign shall state the name of the person making the excavation.
 - 3) Place and maintain warning lights at each end of such excavation, cut or fill and at intervals of not less than fifty (50) feet along the sides thereof from sunset each day to sunrise of the next day. A fee of Ten Dollars (\$10.00) per day shall be charged such person for each barricade or warning light placed or replaced by the City where this Article is violated by the absence of said barricades or warning lights.
 - 4) Place and maintain any and all signs, warning signs, detour signs and/or directional signs as required by the project specifications or as required by the Public Works Director or his/her designee. A fee of Ten Dollars (\$10.00) per day shall be charged such person for each such sign placed or replaced by the City where this Article is violated by the absence of said signs.
 - 5) In the event any temporary or sub-paving is provided and traffic is allowed to drive upon such temporary sub-paving, all striping or other pavement markings which existed in that location prior to the start of work shall be replaced or changed as required by the City Engineer. A fee of Ten Dollars (\$10.00) per square foot of paint and Five Dollars (\$5.00) for each raised marker shall be charged such person for any traffic striping or pavement markings maintained or replaced by the City where this Article is violated by the absence of said striping and markings. All traffic control devices shall conform to the latest edition of the State of California Traffic Manual.

- 6) Maintain a telephone or telephones where he can be reached twenty-four (24) hours a day and shall leave the number of such telephone or telephones with the City Engineer and the Watch Commander of the CITY Police Department.
 - 7) Maintain safe crossings for vehicle and pedestrian traffic at all street intersections and shall maintain safe crossing for pedestrians along such excavations, cut or fill at intervals of not less than six hundred (600) feet.
 - 8) Place all materials excavated compactly alongside the trench and in such a manner as to cause as little inconvenience as possible to vehicle and pedestrian traffic. If such street is not wide enough to hold the excavated material without the use of the adjacent sidewalk, such person shall erect a tight board fence upon and along such sidewalk and maintain thereon a passageway for pedestrian traffic at least four (4) feet in width.
 - 9) Maintain all adjacent gutters free and unobstructed for the full depth of the adjacent curb and for at least one (1) foot in width measured from the face of such curb at the intersection of the curb and the street; and whenever a gutter crosses an intersecting street, shall provide and maintain an adequate waterway.
 - 10) Provide access from the street to all fire hydrants and water gates and to abutting property owners unless their consent to the contrary is first obtained.
 - 11) Keep at least one-half (1/2) of the street open at all times for vehicular traffic.
- c) Every person making an excavation, cut or fill in a paved City street shall maintain the surface thereof in good condition for a period of two (2) years following the date of issuance of the permit therefor.

2. Minimum Requirements for Maintaining Traffic Flow.

2.1 Work shall be permitted only under the following conditions:

- a. The Contractor shall maintain one (1) minimum ten-foot-wide lanes in each direction at all times.
- b. Driveways - The Contractor shall maintain access to each driveway at all times unless other arrangements have been made with each property owner, subject to approval by the Engineer.
- c. Also, see subsection 3 hereinafter.

2.2 Reduction in lane requirements may be afforded only with the prior written approval of the Engineer.

2.3 Traffic signs, flaggers, warning devices, safety traffic devices and electronic arrow board for diverting and directing traffic shall be furnished, installed and maintained by the Contractor through the project. Arrow boards and other devices must comply with the City requirements for nighttime noise standards at adjacent private property lines.

2.4 If permanent pavement markings cannot be restored by the end of the work shift in which they were obliterated, temporary markings shall be provided by the Contractor prior to leaving the job site on all streets except any street closed to through traffic. These temporary markings shall be as follows:

Temporary lane lines and/or centerlines shall consist of day/night reflectorized raised pavement markers, approved by the City, spaced approximately 24' apart.

Where approved by the Engineer, the Contractor may use reflectorized lines approximately 24" long and 4" wide, spaced approximately 24' apart.

Right edge lines shall not be simulated with dashes or pavement markers; however, portable delineators, guide markers, etc., may be used by the Contractor where it is considered desirable to enhance the edge of traveled way due to curvilinear alignment, narrowing pavement, etc., and shall be used when directed by the Engineer. The Contractor shall be responsible to periodically review the construction area at night to insure all lights are properly placed and operable.

Locations where no-passing zone centerline delineation has been obliterated shall be posted by the Contractor with a sign package consisting of a C18 (23) "ROAD CONSTRUCTION (WORK) AHEAD" and R63 "DO NOT PASS".

All temporary pavement markings and signs shall be maintained, or replaced as necessary by the Contractor, until permanent pavement markings are restored.

3. Holiday Period.

No reduction in the number of lanes or in lane widths on any street shall be permitted during the holiday period which begins on the Monday prior to Thanksgiving and ends on the Friday following New Year's Day.

4. Temporary No Parking Signs.

The Contractor is responsible to post "Temporary No Parking" signs at least 5 working days in advance of the first date of enforcement. The City shall be informed before posting of signs.

Parking will be restricted only for the minimum time necessary to complete on-going work.

PAYMENTS TO CONTRACTOR AND CLAIMS

1. Breakdown of Contract Prices. The Contractor shall, within ten (10) working days of receipt of a request from the City, submit a complete breakdown of lump sum bid prices showing the value assigned to each part of the work, including an allowance for profit and overhead. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents its estimate of the actual cost, including profit and overhead, of performing that part of the work. The breakdown shall be sufficiently detailed to permit its use by the Engineer as one of the bases for evaluating requests for payment. No extra costs shall be allowed for these breakdowns.

2. **Payment for Labor and Materials.** The Contractor shall pay and cause the subcontractors to pay any and all accounts for labor, including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and all other wage and salary deductions required by law. The Contractor also shall pay and cause the subcontractors to pay any and all accounts for services, equipment and materials used by it and the subcontractors during the performance of work under this contract. All such accounts shall be paid as they become due and payable. If requested by the Engineer, the Contractor shall immediately furnish the City with proof of payment of such accounts.
3. **Additional Work.** Payment for additional work and all expenditures in excess of the bid amount must be authorized in writing by the Public Works Director or his/her designee. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from City Engineer for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.
4. **Claims.** The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the City, or the happening of any event, thing or occurrence, unless he shall have given the City due written notice of potential claim as hereinafter specified. The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a form approved by the City at least forty-eight (48) hours (two working days) in advance of performing said work, unless the work is of an emergency nature, in which case the Contractor shall notify and obtain approval from the Inspector prior to commencing the work. The Public Works Director or his/her designee may require the Contractor to delay construction involving the claim, but no other work shall be delayed, and the Contractor shall not be allowed additional costs for any said delay attributable to the Contractor but may be allowed on extension of time if the Public Works Director or his/her designee agrees that the work delayed is a controlling element of the Construction Schedule. The Contractor shall be required to submit any supporting data (or a detailed written explanation justifying further delay) within five (5) Work Days of a request from the Public Works Director or his/her designee and shall be responsible for any delays resulting from late and/or incomplete submittals. By submitting a Bid, the Contractor hereby agrees that this Section shall supersede Section 6-6.4 of the Standard Specifications.

The City shall be the sole authority to interpret all plans, specifications and contract documents, and no claim shall be accepted which is based on the Contractor's ignorance, misunderstanding or noncompliance with any provision or portion thereof.

The above provisions shall supplement Section 3 of the Standard Specifications. The Contractor shall be responsible to provide all data and to obtain all approvals required by said Specifications, including submittal of Daily Extra Work Reports. No claims or extras shall be approved by the City unless all work was done under the direction of and subject to the approval of the Inspector. Disputed work claims shall comply with Section 3 of the Standard Specifications, as modified herein.

It is the intention of this Subsection that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that

such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

All claims which do not exceed the sum of three hundred seventy-five thousand dollars (\$375,000) shall be resolved pursuant to the provisions of Public Contract Code Section 20104 through 20104.6, "Resolution of Construction Claims" as follows:

- (1) Informal negotiation between the City and general contractor.
 - (2) Mediation with the general contractor.
 - (3) Arbitration.
 - (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.
5. Noncompliance with Plans and Specifications. Failure of the Contractor to comply with any requirement of the Plans and Specifications, and/or to immediately remedy any such noncompliance upon notice from the Engineer, may result in suspension of Contract Progress Payments. Any Progress Payments so suspended shall remain in suspension until the Contractor's operations and/or submittals are brought into compliance to the satisfaction of the Engineer. No additional compensation shall be allowed as a result of suspension of Progress Payments due to noncompliance with the plans or specifications. The Contractor shall not be permitted to stop work due to said suspension of Progress Payments.
6. Request for Payment. Contractor shall submit all requests for payment on the City provided form. The City shall provide the form for use after Contract is awarded.

Prior to submittal of said form, all items for which payment is requested shall be checked and approved in writing by the City Engineer. No payments will be made unless all back-up data is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and City Engineer.

Upon receipt of a properly presented payment request, the Contract Officer shall process the payment request in accordance with Public Contracts Code Section 20104.50. The Contract Officer shall review the payment request as soon as possible. If the Contract Officer rejects the payment request, it shall be returned to the Contractor within seven days of its receipt by the City with an explanation for the reasons of its rejection. If the payment request is approved in writing by the Contract Officer, payment shall be made within thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security.

There shall be no separate payment for any relocations, barriers or forms, grading or temporary construction required to construct the improvements herein. Payment for these items shall be absorbed in the Bid Prices for the applicable work to which they are appurtenant, and no extra costs shall be allowed.

The payment of amounts due to the Contractor shall be contingent upon the Contractor and subcontractors furnishing the City with a release of all claims against the City arising by virtue of the Contract related to said amounts.

TECHNICAL SPECIFICATIONS

Refer to standard specifications for public works construction for sections indicated below construction materials.

BID ITEM NO. 1: MOBILIZATION

This Bid Item also shall include mobilization of all construction equipment, personnel, construction office, approved construction staging area, and preparation of existing ground within the project area. Brush and other organic matter shall be removed from the area of the proposed improvements and from any area where soils or construction materials will be stockpiled.

BID ITEM NO. 2: TRAFFIC CONTROL.

This Bid Item shall include all material, equipment, and labor necessary to provide traffic control to protect the general public from danger due to the work being done on this project.

The Contractor shall supply and keep signs, barricades, pedestals, flashers, delineators, etcetera; and other necessary facilities for the protection of the motoring public within the limits of the construction area. All signs to be used on the job during hours of darkness shall be reflectorized. All signs, barricades and methods shall conform to the requirements of the current "California Manual on Uniform Traffic Control Devices" (CMUTCD).

No material or equipment shall be stored where it will interfere with the safe passage of public traffic.

Should the Contractor fail to provide and maintain these devices and services and the City is required to alleviate said conditions, the total charges for labor, equipment and materials, including overhead and transportation, accrued by the City for such work will be deducted from the contract payments to the Contractor.

Subsection 7-10.1 of the SSPWC is Amended by Addition of the Following:

The Contractor shall furnish all flagman and guards, and supply and install all signs, lights, barricades, delineators, and other facilities which are necessary to expedite the passage of public traffic through or around the work, or to prevent accidents or damage or injury. All lane closures shall require the use of arrow boards for all work.

In no case shall traffic be diverted from the existing traveled way without prior approval of the Engineer. Two-way traffic shall be maintained through the project at all times.

The Contractor shall provide and maintain all signs, barricades pedestals, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area. All signs to be used on the job during hours of darkness shall conform to the requirements of the current C.M.U.T.C.D.

“No Parking” signs with specific time frames shall be supplied and posted by the Contractor 48 hours prior to the start of work. All existing “2 hour parking” signs, etc. shall be covered during construction with burlap sacks to the satisfaction of the City during construction.

Based upon the project schedule, the Contractor shall notify schools, residents, and businesses of the proposed work and post temporary “NO PARKING” signs at no cost to the Agency. **The “NO PARKING” signs will be in place not less than 24 hours prior to performing the work; therefore, a request for changes in the schedule requiring additional posting shall be submitted by the Contractor for approval by the Engineer at least 48 hours prior to sealing the streets affected.**

Full compensation for conforming to the requirements of this section, not otherwise provided or mentioned, shall be considered included in the prices paid for the various Contract items of work for this project, with no additional compensation allowed.

BID ITEM NO. 3: NPDES, WVECP, AND BEST MANAGEMENT PRACTICES (BMPs).

This Bid Item shall include any and all work required to keep the public right-of-way, adjoining properties and downstream drainage improvements free of construction debris and silt. All required NPDES/SWPPP and BMP’S regulations shall be complied with, including, but not limited to:

- a) Storm or construction generated water containing sediment such as construction waste, soil, slurry from concrete/asphalt concrete saw cutting operations, clean up of concrete transit mixers or other pollutants from construction sites and parking areas shall be retained or controlled on site and shall not be permitted to enter the storm drain system.
- b) Temporary sediment filtering systems such as sandbags, silt fences, stabilized construction entrance, or gravel berms shall be utilized to trap sediment so that only filtered water enters the City’s storm drain system. Proper clean up and disposal of settled sediment and the filtering system shall be the responsibility of the CONTRACTOR.
- c) Discharge of concrete transit mixer wash water on to approved dirt areas (sub-grade area designated for new concrete construction, for example) is acceptable. Discharge on to private property, parkway areas, or the street is not permitted.
- d) Plastic or other impervious covering shall be installed where appropriate to prevent erosion of an otherwise unprotected area, along with any other runoff control devices deemed appropriate by the City.
- e) Excavated soil stored on the site shall be covered in a manner that minimizes the amount of sediments running into the storm drain system, street, or adjoining properties.
- f) No washing of construction or other industrial vehicles and equipment shall be allowed adjacent to a construction site.
- g) During rainy days, the CONTRACTOR shall keep at the construction site sufficient materials and labor to install temporary sediment filtering systems and other water pollution prevention control measures. These control measures shall be in place and maintained by the CONTRACTOR on a daily basis on days when construction is not in progress due to rain. No other work shall be conducted during rain events.

- h) All costs associated with water pollution control shall be borne by the CONTRACTOR. Any expense incurred by the City to expeditiously respond to storm drain contamination resulting from CONTRACTOR'S failure to implement water pollution control measures will be charged to the CONTRACTOR.
- i) BMPs must conform to the most recent edition of the California BMP Handbook (www.cabmphandbooks.com).
- j) Downstream catch basins must be protected with a combination of gravel bags and permeable fabric. All BMPs in the public right-of-way must be removed by the CONTRACTOR at the conclusion of the project.

The unit price for this bid item shall include full compensation for furnishing all materials, labor, tools, equipment, transportation and incidentals required for construction and in accordance with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

BID ITEM NO. 4: EXCAVATION AT BULBOUTS.

This bid item shall include all work necessary for the excavation and disposal of materials as necessary to achieve the required sub-grade elevations and top of base in the street rehabilitation and reconstruction areas. This work shall conform to the provisions in Section 300-2, "Unclassified Excavation" of the Standard Specifications and the following specifications.

Excavations

Excavations shall be examined by the Soils Engineer. If determined necessary by the geotechnical consultant, further excavation or overexcavation and refilling of overexcavated areas shall be performed.

All excavated material shall become the property of the Contractor and shall be disposed of at an appropriately licensed land fill facility.

All compaction tests will be performed at the expense of the AGENCY except that costs for non-passing tests shall be borne by the Contractor. The total cost of non-passing tests will be determined at the conclusion of construction.

Demolition and Removal of Existing Improvements

Work under these items shall include the furnishing of all labor, equipment, materials, and appurtenant costs associated with the demolition and removal of existing improvements as shown on the project plans. Materials to be demolished and removed include A.C. pavement, roadway base material, sub-grade material, P.C.C. sidewalk,

P.C.C. pavement, P.C.C. cross-gutter/longitudinal gutter, P.C.C. curb ramps, P.C.C. curb and gutter, trees, and an existing street light.

Demolition and removal of existing improvements shall comply with Sections 300-1 - Clearing and Grubbing, and 300-2 - Unclassified Excavation of the Standard Specifications for Public Works

Construction, Latest Edition; the requirements of the General Provisions, Technical Provisions, and these Special Provisions.

All P.C.C. or A.C. pavement to be removed shall be saw cut in a straight line along the limits of removal to a depth that will allow for the removal without damaging the improvements to remain. The cost for saw-cutting shall be included in these bid items and no additional payment will be made thereof.

Payment for excavation and disposal shall be per cubic yard and in accordance with the provisions of Subsection 300-2.9, "Payment" of the Standard Specifications, and shall include full compensation for labor, materials and equipment necessary to complete this Bid Item.

BID ITEM NO. 5: CONSTRUCT PORTLAND CEMENT CONCRETE CURB AND GUTTER PER SPPWC STD. PLAN 120-2, TYPE A2-8.

BID ITEM NO. 6: CONSTRUCT PORTLAND CEMENT CONCRETE SIDEWALK, 4" THICK PER SPPWC STD. PLAN 113-2.

BID ITEM NO. 8: CONSTRUCT CURB RAMP PER SPPWC STD. PLAN 111-5, CASE A, TYPE 1.

BID ITEM NO. 22: CONSTRUCT PARKWAY DRAIN PER SPPWC STD. PLAN 151-2, S=36", H=4" (COMPLETE).

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS; ETC.

303-5.1 REQUIREMENTS

303-5.1.1 General. This section is hereby deleted and replaced with the following:

Portland Concrete Cement (PCC) items shall be constructed in accordance with Section 303-5 of the SSPWC, referenced Standard Drawings, and as listed herein. Slab thickness and curb heights shall be as shown on the Construction Plans and applicable Standard Drawings.

Portland cement concrete (PCC) mix shall be 560-C-3250 Type V high early cement, for curb and gutter, driveway, local depression, and sidewalks. Concrete shall meet the requirements of Sections 201-1, 303-5 and 400-3 of the SSPWC, and as amended in these Contract Documents.

All forms shall be set to the true lines and grades as shown on the plans and typical cross-sections. The depth of forms for the gutter shall be equal to the full depth of the structure. The forms on the front of curbs shall be removed not less than 2 hours or more than 6 hours after the concrete has been placed.

All other forms shall remain in place until the concrete is thoroughly set. Forms shall be cleaned thoroughly and coated with light oil before subsequent. Warped or rough forms will be rejected.

Finishing of concrete items shall conform to Section 303-5.5 of the SSPWC. A mortar finish will not be allowed or accepted under any circumstances.

Weakened plane joints for sidewalks shall match adjacent concrete surfaces. Weakened plane joints shall be installed at regular intervals not exceeding 15 feet. Weakened plane joints shall be constructed in accordance with Section 303-5.4.3 of the SSPWC.

Exposed concrete surfaces shall be cured in accordance with Section 303-5.6 of the SSPWC.

If existing infrastructure items such as, but not limited to, curb, curb and gutter, asphalt concrete pavement, curb inlet, driveways, cross gutters, and existing landscaping are damaged due to or associated with the construction of the proposed improvements, then the Contractor shall replace, repair or restore the damaged work to the satisfaction of the Resident Engineer at the Contractor's expense.

Truncated domes shall be as manufactured by Safety Step TD (or approved equal). Installation shall be per manufacturer's recommendations. Color of the truncated shall be approved by the city engineer.

The joint filler strips shall be in one piece, pre-cut to true cross-section and installed true to line and grade and at true angles to the curb and gutter line. Edges of expansion joints shall be rounded with an approved edging tool having a radius not to exceed ¼-inch and all excess concrete shall be removed from around the joint.

Payment for sawcutting, removals, excavation, hauling, concrete pavement, sawcutting and repaving of asphalt, detectable warning surface, equipment and labor required to perform the work included in these bid items shall be included in the unit price bid and no additional compensation will be allowed. Payment shall conform to the provisions in Subsection 303-5.9 "Measurement and Payment" of the Standard Specifications.

BID ITEM NO. 9: SLOT CUT ASPHALT CONCRETE PAVEMENT 12" WIDE BY 10" DEEP MINIMUM. PAVE WITH FULL DEPTH ASPHALT CONCRETE PAVEMENT.

This Bid Item shall include all labor and materials required to remove and dispose of existing A.C. pavement, base, and subgrade material to a depth of 10" from finish surface and construct A.C. Pavement. The asphalt type shall be type B-PG 64-10 for the slot cut. The asphalt shall be type C2 PG 64-10 for the 2" overlay.

All asphalt concrete pavement shall conform to Subsection 203-6, "Asphalt Concrete" of the Standard Specifications and all asphalt concrete pavement shall be constructed in accordance with Subsection 302-5, "Asphalt Concrete Pavement" of the Standard Specifications as modified herein, and to the lines and grades indicated in the project plans.

The CONTRACTOR shall furnish to the City reports from the supplier certifying that the asphalt pavement materials and proportions comply with the designated classifications for asphalt concrete pavement as required herein, or as directed by the Engineer.

Prime Coat will not be required on this project. Tack Coat shall be required and uniformly applied to existing hard-surfaced pavement including the vertical portions of all A.C. and P.C.C. surfaces to be joined.

Subsection 302-5.41, "Tack Coat":

Tack coat material shall be Grade SS-1h emulsified asphalt. Tack coat shall be applied at a rate of 0.05 gallons per square yard.

Subsection 302-5.6, "Rolling": The following is hereby added to the first paragraph:

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Subsection 302-5.7, "Joints": The following is hereby added to the first paragraph:

Joint lines between successive runs shall be on lane lines.

Cold milling existing asphalt pavement in accordance with Section 302-1, "Cold Milling of Existing Pavement" of the Standard Specifications. All cold milling (grinding) shall be included in the bid item including 2" and variable grinding. The locations of the cold mill of asphalt concrete is noted on the Plans.

The CONTRACTOR shall provide adequate protection to trees, curbs, gutters, and other adjoining structures to ensure against damage from planning operations.

The unit price for asphalt concrete pavement shall include full compensation for furnishing all materials, labor, tools, equipment, transportation and incidentals required to construct the pavement in accordance with the plans, these Special Provisions and the Standard Specifications and no additional compensation will be allowed thereof.

BID ITEM NO. 7: REMOVE EXISTING PEDESTRIAN SIGN ON STREET LIGHT.

BID ITEM NO. 10: INSTALL (36"X48") SCHOOL ADVANCED WARNING ASSEMBLY D (SW24-3CA) SIGN AND POLE PER 2014 CAMUTCD SECTION 7B.11, FIGURE 7B-1(CA).

BID ITEM NO. 12: INSTALL SOLAR POWERED LED (36"X36") DOUBLE SIDED S1-1 BLINKING SCHOOL PEDESTRIAN SIGN WITH DOUBLE SIDED RAPID FLASHING BEACON LIGHT BAR AND (24"X12") DOUBLE SIDED W16-7P, WHICH INCLUDES 4 RIGHT DOWNWARD FACING AND 4 LEFT DOWNWARD FACING ARROW POINTING TO THE CROSSWALK WITH WIRELESS CONTROLLER KIT AND PEDESTRIAN ACTIVATED PUSH BUTTON BULLDOG AND POLE. PER 2014 CAMUTCD SECTION 7B AND FHWA INTERIM APPROVAL. CONTRACTOR SHALL FURNISH MATERIAL FROM SOLAR TRAFFIC SYSTEMS (PHONE: 877-977-7446) OR APPROVED EQUAL.

BID ITEM NO. 13: INSTALL YIELD HERE TO PEDESTRIAN SIGNAGE (R1-5(CA) SIGN (36"X36")) PER CAMUTCD SECTION 2B.11.

BID ITEM NO. 14: INSTALL NO PED CROSSING ON EXISTING STREET LIGHT - USE CROSSWALK SIGN (R9-3, R9-3BP) PER CAMUTCD SECTION 2B.51.

BID ITEM NO. 15: INSTALL 35 MPH SPEED LIMIT SIGN (R2-1) AND END SCHOOL SPEED LIMIT SIGN (S5-3) PER CAMUTCD SECTION 7B.15.

BID ITEM NO. 16: REMOVE EXISTING 35 MPH SPEED LIMIT SIGN BY EXISTING FIRE HYDRANT, APPROXIMATELY 200 FEET SOUTH OF 58TH STREET AND PACIFIC BLVD INTERSECTION.

BID ITEM NO. 17: REPAINT EXISTING LIMIT LINES AND STOP PAVEMENT MARKINGS WITH THERMOPLASTIC PAINT PER SPPWC STD. PLAN 172-0.

BID ITEM NO. 18: REPAINT EXISTING LEFT TURN ARROW PAVEMENT MARKINGS WITH THERMOPLASTIC PAINT.

BID ITEM NO. 19: REMOVE EXISTING IN-ROAD LIGHTS. FILL AND PATCH HOLES WITH ASPHALT. NOTIFICATION MUST BE POSTED 30 DAYS PRIOR TO REMOVAL PER CVC 21950.5.

BID ITEM NO. 20: REMOVE EXISTING PEDESTRIAN SIGNAGE INCLUDING PUSH BUTTON, SOLAR PANEL AND POLE.

BID ITEM NO. 21: EXTEND RED CURB AND REMOVE EXISTING PARKING STALL ADJACENT TO THE BULBOUT.

All striping and pavement markings work shall be in accordance with the latest edition of the State of California Department of Transportation Standard Plans and the 2012 California Manual of Uniform Traffic Control Devices unless noted otherwise on the plans or contained in these specifications.

All reflective and non-reflective pavement markers shall be replaced or reset using adhesives specified in Sections 95-2.05, "Standard Set Epoxy Adhesive for Pavement Markers," and 95-2.04, "Bituminous Adhesive for Pavement Markers" contained in the State of California Department of Transportation Standard Specifications, Latest Edition. All existing fire hydrants including "pop-off" and recycled-water hydrants are considered to have an identifying blue reflectorized marker in the proper location in the street, and said marker will be replaced by the CONTRACTOR as required by the City or by the Fire Department. There shall be no separate payment for this work.

All striping shall be "cat-tracked" by the CONTRACTOR and approved by the Engineer prior to placement of permanent striping. Spotting shall be completed prior to the removal of any existing stripes.

All reflective and non-reflective pavement markers shall conform to the provisions of Section 214-6, "Pavement Markers" and be placed in accordance with Section 314-4.3, "Painted Traffic Striping and Curb and Pavement Markings" of the Standard Specifications.

All striping and pavement markings shall be per Caltrans Standard Plans A20A, A20B, A20D, A24A, A24C, A24D and A24E.

The contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer. No striping shall be installed until the layout and spotting has been specifically approved by the Engineer.

Road Side Signs

Roadside signs shall conform to the provisions in Section 56-2, "Furnish Sign Panels," of the State Standard Specifications, California Manual of Uniform Traffic Control Devices and these special provisions. Detail drawings of the standard signs are available from the California Department of Transportation. All sign layouts shall be the CONTRACTOR'S responsibility and shall be subject to the City Engineer's approval.

All appurtenances and hardware necessary for sign installation shall be furnished by the CONTRACTOR.

CONTRACTOR shall be responsible for removal of conflicting signs to complete construction.

All signs shall be fully reflectorized. No finished sign shall have more than one splice and no splice shall fall within 2" of the sign edge. When splices are necessary, the adjoining reflective sheeting shall be color matched under both incident and reflected light.

Reflective sheeting shall be VIP Diamond Grade sheeting as manufactured by the 3M Company with a high intensity, of 250 candlepower, as manufactured by the 3M Company. The sheeting shall be guaranteed by the manufacturer in writing.

Sign blanks shall be new sheet aluminum of allow 50-52 H 38. Thickness shall not be less than .080."

Sign posts shall be Telspar Unistrut square tube steel with breakaway feature.

Sign panels shall be installed at elevations not greater than seven (7) feet nor less than six (6) feet to the bottom of the sign. At locations where existing signs interfere, the existing signs shall be moved up or down as directed by the Engineer.

Sign panels shall be mounted with 3/8" diameter stainless steel bolts.

Sign panels on street light or traffic signal poles (excluding mast arm mounted street name signs) shall be installed using the strap and saddle method. Sign panels on traffic signal mast arms (excluding street name signs) shall be installed per Standard Plan ES-7N, Detail U.
Sign posts shall be installed with a minimum of 30" in the ground.

Payment for traffic signs, thermoplastic striping, markings, and legends shall be on a lump sum basis and shall be considered as full compensation for all labor, materials, equipment and all things necessary to complete the work in place and no additional compensation will be made thereof.

BID ITEM NO. 11: ADJUST UTILITY BOX TO FINISHED GRADE.

Manholes and other utilities shall be adjusted to grade in accordance with ~~Section 302-5.8, "Manhole"~~ of the Standard Specifications and City Standards.

Payment shall be made at the unit bid price per each. Payment for all removals, excavation, materials, equipment and labor required to adjust the utility covers to grade shall be included in the unit bid price per each.

APPENDIX A - SAMPLE CONTRACT TO BE EXECUTED

CITY OF HUNTINGTON PARK

PUBLIC WORKS CONTRACT

**INSTALLATION OF CROSSWALK IMPROVEMENTS –
57TH STREET 58TH STREET AT PACIFIC BLVD**

City Contract No.: _____

THIS AGREEMENT “Agreement” is made and entered into this ____ day of _____, by and between the CITY OF HUNTINGTON PARK, a Municipal Corporation located in the County of Los Angeles, State of California hereinafter called CITY, and _____, [a corporation/partnership/limited liability company corporation], located at _____ hereinafter called CONTRACTOR, collectively referred to as the Parties.

RECITALS

CITY, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or before _____, for the following:

**INSTALLATION OF CROSSWALK IMPROVEMENTS –
57TH STREET 58TH STREET AT PACIFIC BLVD**

in the City of HUNTINGTON PARK, California, hereinafter called PROJECT.

At _____ on said date, in the HUNTINGTON PARK Council Chambers, said bids were duly opened.

At its regular meeting held on _____, the CITY Council duly accepted the bid of CONTRACTOR for said PROJECT as being the lowest reasonable bid received and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

ARTICLE I - CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Bids, Instructions to Bidders, General Specifications, Standard Specifications, Special Provisions, Plans, CONTRACTOR’s Proposal, and all referenced specifications, details, standard drawings, and appendices, together with this contract and all required bonds, insurance certificates, permits, notices and affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work

apportionment of the labor and materials incorporated into the work under the contract during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security.

Substitution of Securities for Retention. The contractor may deposit securities in lieu of the 5% progress payment retentions in accordance with California Public Contracts Code 22300.

ARTICLE IV - CONTRACTOR REPRESENTATIONS

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amounts set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of both State and Federal law with respect to the employment of unauthorized aliens.

Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

Furthermore, CONTRACTOR hereby represents and warrants that it is not currently, and has not at any time within the past five (5) calendar years been, suspended, debarred, or excluded from participating in, bidding on, contracting for, or completed any project funded in whole or in part by any federally funded program, grant or loan, or any project funded in whole or in part by a program, loan or grant from the State of California, and that CONTRACTOR currently has and for the past five (5) calendar years has maintained in good standing, a valid California contractor's license. CONTRACTOR agrees to complete and execute any statement or certificate to this effect as may be required by the City or by any federal or State of California program, loan or grant utilized on this project.

ARTICLE V - COMMENCEMENT DATE

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued to CONTRACTOR by the Director of Community Development and Public Works of CITY and shall complete work on the PROJECT within **working days** after City's Notice to Proceed with Construction.

ARTICLE VI - NO DISCRIMINATION

CONTRACTOR shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this CONTRACT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as

set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, *et seq.*), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

ARTICLE VII - LABOR CODE REQUIREMENTS

Compliance with SB 854 Registration: This Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

Contractor acknowledges that under California Labor Code sections 1810 and following, 8 hours of labor constitutes a legal day's work. Contractor will forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of this Agreement by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Agreement will be made available upon request from the City Engineer's Office.

Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2). The Contractor shall post WH-1321 ENGLISH and WH-1321 SPANISH at the work site.

Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor may forfeit as a penalty to City up to \$50.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid

less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

This is a federally-assisted CONSTRUCTION CONTRACT. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail. Modification of Federal Wage Rates published within ten (10) days prior to the scheduled Bid Opening date shall apply to the contract.

The Contractor shall submit payroll records to the City weekly for each week in which any contract work is performed. The Contractor is also responsible for the submission of payroll records by all its Subcontractors performing any contract work on this Project.

The payroll records submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a) (3) (i) of 29 C.F.R. Part 5. Each payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract, and shall certify the following:

- The payroll records for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of 29 C.F.R. Part 5, and that such information is correct and complete;
- Each employee employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;
- Each employee has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

This information may be submitted in any form desired, however, Form WH-347 is provided as an optional template. The Contractor shall submit a Statement of Non-Performance for each week of work for which craft work was not performed.

The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

The Contractor shall submit copies of apprentice certification(s) for each apprentice performing work on the Contract to accompany the first payroll record in which that apprentice appears. The City will recognize apprentice certifications from the U.S. Department of Labor and the California Division of Apprenticeship Standards. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

The CONTRACTOR's duty to pay State prevailing wages can be found under Labor Code Section 1770 et q. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

The Contractor agrees that the City, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons, such as employee interviews. If any site visit is made by the City on the premises of the Contractor or any of its Subcontractors under this Contract, the Contractor shall provide and shall require its Subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of City representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or Subcontractor(s).

If the work involves excavation of any trench five feet or more in depth the contractor shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection. Such plan shall be approved by a qualified representative of the City. (LC 6705).

ARTICLE VIII - PROVISIONS REQUIRED BY LAW

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project. Such laws, rules and regulations shall include, but not be limited to the following.

Contractor's License.

The Contractor shall possess a type _____ California Contractor's license at the time of award of the Contract.

Ineligible Contractor Prohibited.

Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Contract.

Unfair Business Practices Claims.

The Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5,

California Public Contract Code.).

Hazardous Materials and Unknown Conditions:

- A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any of CONTRACTOR's subcontractors, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
 - 1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 - 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
 - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.
- B. Pending a determination by CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through its Director of Community Development and Public Works, or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, then CITY shall issue a change order.
- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

ARTICLE IX - INDEMNITY

CONTRACTOR shall assume the defense of and indemnify and save harmless the CITY, its elective and appointive boards, officers, agents and employees from any and all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR's work pursuant to this Contract, regardless of responsibility of negligence; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the Contract, regardless of responsibility of negligence; provided

- A. That CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason for the aforesaid hold-harmless AGREEMENT because of the acceptance by CITY or the deposit with

CITY by CONTRACTOR, of any of the insurance policies hereinafter described in this AGREEMENT.

- B. That the aforesaid hold-harmless AGREEMENT by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR, or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- C. This hold harmless provision shall not apply to claims, loss, damage, injury or liability caused by the active negligence of City (Civil Code 2782).

ARTICLE X - BONDS

CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY a bond, or bonds, in a form satisfactory to the CITY, in the sum of one hundred percent (100%) of the Contract price thereof conditioned upon the faithful performance of this Contract and upon the payment of all labor and materials furnished in connection with this Contract.

ARTICLE XI - INSURANCE

CONTRACTOR shall not commence work under this Contract until CONTRACTOR has obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

- A. COMPENSATION INSURANCE - CONTRACTOR shall take out and maintain, during the life of this Contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this Contract at the site of the PROJECT is not protected under any Workers' Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify CITY and Construction Manager (Transtech Engineers, Inc.) for any damage resulting to the CITY from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.
- B. COMPREHENSIVE GENERAL LIABILITY, PRODUCTS/ COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONTRACTOR shall take out and maintain during the life of this Contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect CITY, its elective and appointive boards, officers, agents and employees, CONTRACTOR, and any subcontractor performing work covered by this Contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR's or any subcontractor's operations under this contract, whether such operations be by CONTRACTOR or by any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor, and the amounts of such insurance shall be

as follows:

1. Public Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
2. Products/Completed Operations Hazard Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
3. Comprehensive Automobile Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
4. Contractual General Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth hereinabove.

- C. PROOF OF INSURANCE. The insurance required by this Contract shall be with insurers which are Best A rated, and California Admitted or better. The CITY shall be named as "additional insured" on all policies required hereunder, and CONTRACTOR shall furnish CITY, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of the contract.
- D. NOTICE TO COMMENCE WORK. The CITY will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this Contract until CONTRACTOR has provided to the CITY the proof of insurance as required by subparagraph (C) of this article.

ARTICLE XII - ATTORNEY FEES

If either party to this Contract is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this Contract, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees and costs. Attorney's fees shall include reasonable costs for investigating such action.

ARTICLE XIII - LIQUIDATED DAMAGES

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the CITY in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of a breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the CITY in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of _____ DOLLARS (\$_____) shall be presumed to be the amount of damages suffered by the CITY for each calendar day's delay in the starting and/or completion and acceptance of said PROJECT

after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum _____ DOLLARS (\$) as liquidated damages for each calendar day of delay in the starting and/or completing and acceptance of said PROJECT beyond the dates specified in the CONTRACT DOCUMENTS. Any and all such liquidated damages assessed shall be done so in accordance with that certain edition of the *Standard Specification for Public Works Construction* currently in effect on the execution date of this Contract. The payment of such liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code § 3275 or § 3369.

CONTRACTOR: _____
a California Corporation

CITY OF HUNTINGTON PARK
a Municipal Corporation

by: _____
President

by: _____
Mayor

ARTICLE XIV - NOTICE OF COMPLETION

Upon completion of PROJECT and acceptance of same by the CITY, the CITY Administrator shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

ARTICLE XV - NO ASSIGNMENT

This Contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the CITY thereto. Such consent shall be within the CITY's sole discretion.

ARTICLE XVI - CUMULATIVE RIGHTS

The provisions of this CONTRACT are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

ARTICLE XVII - TERMINATION

- A. Termination for Convenience. The CITY may terminate this contract, in whole or in part, with 30 days written notice to the CONTRACTOR when it is in the CITY's best interest. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the CITY, the

CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. The CONTRACTOR may terminate this contract, in whole, with 90 days written notice to the CITY.

- B. Termination for Default. If at any time the CONTRACTOR is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the CITY, and will be served upon the CONTRACTOR and its sureties. If the CONTRACTOR continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Contract for this Project.
- C. Waiver of Remedies for any Breach. In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

CONTRACTOR: _____
a California Corporation

CITY OF HUNTINGTON PARK
a Municipal Corporation

by: _____
President

by: _____
Mayor

ARTICLE XVIII – FEDERAL REQUIREMENTS

Notwithstanding any other provision of this Agreement, if the construction work covered under this Agreement is financed in whole or in part with assistance provided under a program of the U.S. Department of Housing and Urban Development or some other source of Federal funding, Contractor shall also comply with and cause its subcontractors to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276 et seq.). The Davis-Bacon Act requires the payment of wages to all laborers and mechanics at a rate not less than the minimum wage specified by the Secretary of Labor in the periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010) available from the Agency's Compliance Division. If Contractor is required to comply with the Davis-Bacon Act, Contractor shall pay the higher of Davis-Bacon Act or state prevailing wages, on a trade-by-trade basis. By entering into this Agreement, Contractor certifies that it is not a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or if HUD funds are involved, to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. Contractor agrees to include, or cause to be included, the above provision, to be applicable to contractors and subcontractors, in each contract and subcontract for work covered under this Agreement.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents papers and records of the Contractor and any subcontractors which are directly pertinent to this Agreement, for the purpose of

making audit, examination, excerpts and transcriptions. Contractor shall maintain all required records for three years after City makes final payments and all other pending matters are closed.

Contractor shall comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. §874, as supplemented in Department of Labor regulations. (29 C.F.R. part 3.)

Contractor shall ensure compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327 – 33, as supplemented by Department of Labor regulations. See 29 C.F.R. part 5.

Contractor and any subcontractors must comply with Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulations. (41 C.F.R. part 3.)

If the Compensation exceeds \$100,000, Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency (EPA) regulations, which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. (See e.g. 47 C.F.R. §18.36(i)(12).)

If the Compensation exceeds \$100,000 for construction or facility improvements, Contractor must observe the building requirements contained in Attachment B of OMB Circular A-110.

-----SIGNATURES ON FOLLOWING PAGE-----

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the ____ day of _____, 20__, by their respective officers duly authorized in that behalf.

CITY OF HUNTINGTON PARK
a Municipal Corporation

by: _____
Karina Macias, Mayor

ATTEST:

by: _____
Donna Shwartz, City Clerk

APPROVED AS TO FORM

by: _____
_____, City Attorney

CONTRACTOR _____
a California Corporation

by: _____
President

by: _____
Secretary

**GUARANTEE
TO THE CITY OF _____
INSTALLATION OF CROSSWALK IMPROVEMENTS –
57TH STREET 58TH STREET AT PACIFIC BLVD**

As a material inducement to the City to award the contract for Project No. _____ to _____, the undersigned (“Guarantor”) has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included _____ in _____ this _____ project:

_____ (“the work”).

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City’s sole election: 1) reimburse the City, upon written demand, for all of the City’s expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for one year from the date on which a notice of completion for the work is recorded.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement or repairs performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement or repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorney’s and expert fees, reasonably incurred by reason of Guarantor’s failure or refusal.

(Signatures on next page)

Guarantor

Date

Contractor

By

Title

[NOTARY REQUIRED]

**FAITHFUL PERFORMANCE BOND
INSTALLATION OF CROSSWALK IMPROVEMENTS –
57TH STREET 58TH STREET AT PACIFIC BLVD**

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR and _____, as SURETY, are held and firmly bound unto the City of HUNTINGTON PARK, in the penal sum of _____ dollars (\$ _____), which is 100 percent of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract with the City for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City; provided that any alternations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alternations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__.

CONTRACTOR* _____

SURETY*

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC: _____

**LABOR AND MATERIAL PAYMENT BOND
INSTALLATION OF CROSSWALK IMPROVEMENTS –
57TH STREET 58TH STREET AT PACIFIC BLVD**

WHEREAS, _____, as Principal, has entered into a contract dated _____, _____, (the "Contract") with the City of _____ (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

_____ and all appurtenant work in accordance with the plans and specifications for Project No. _____, which requires Principal to file this bond to secure claims made under Civil Code Section 9100 et seq.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, and all subcontractors, laborers, materialpersons and other persons employed in the performance of the referenced Contract, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, which is 100% of the amount of the Contract, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its subcontractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

State of California)

County of Los Angeles)

On _____, before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPENDIX B - PROJECT PLANS

CITY OF HUNTINGTON PARK

PUBLIC WORKS AND ENGINEERING DEPARTMENT

CROSSWALK IMPROVEMENTS

57TH AND 58TH STREET AT PACIFIC BL.

CITY PROJECT NO. _____

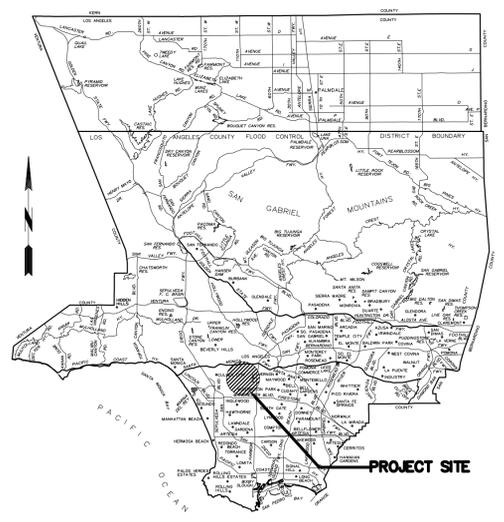
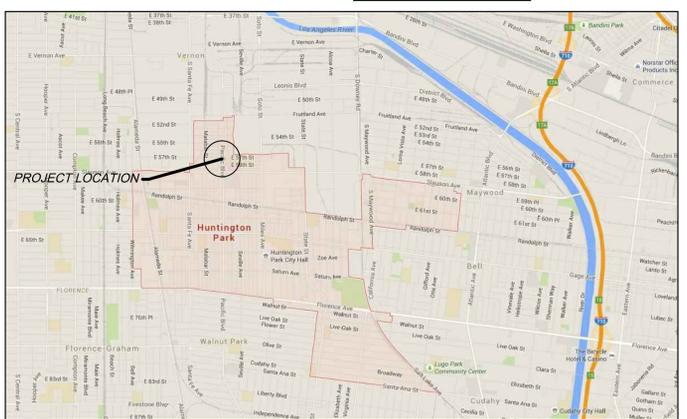
GENERAL CONSTRUCTION NOTES

- ALL WORK SHALL CONFORM TO THE "STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", LATEST EDITION, INCLUDING SUPPLEMENTS, AND THE CITY OF HUNTINGTON PARK DEPARTMENT OF PUBLIC WORKS "STANDARD PLANS AND SPECIFICATIONS".
- APPLICATION FOR INSPECTION TO THE CITY OF HUNTINGTON PARK DEPARTMENT OF PUBLIC WORKS SHALL BE MADE BY THE CONTRACTOR BEFORE THE SERVICES THEREOF WILL BE REQUIRED. REQUESTS FOR INSPECTION SHALL BE MADE 48 HOURS IN ADVANCE OF REQUIRED INSPECTION. CALL PUBLIC WORKS DEPARTMENT AT 323-584-6274 TO REQUEST FOR INSPECTION.
- WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL STREET CENTERLINE MONUMENTS AND REPLACEMENT OF DISTURBED OR COVERED EXISTING MONUMENTS.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO APPLY TO THE CITY ENGINEER'S OFFICE, PERMIT SECTION, PRIOR TO CONSTRUCTION FOR AN ENCROACHMENT PERMIT FOR ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
- NO TRENCHES MAY BE LEFT OPEN OVERNIGHT UNLESS APPROVED BY THE CITY ENGINEER.
- THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING ALL EXISTING UTILITIES ABOVE AND BELOW GROUND. ANY POTENTIAL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER FOR REVIEW AND RECOMMENDATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL REQUIRED ADJUSTMENTS TO EXISTING AND PROPOSED UTILITIES AS DEEMED NECESSARY AND AS RECOMMENDED BY THE CITY ENGINEER AND SHALL BE RESPONSIBLE FOR ALL ASSOCIATED COORDINATION AND DELAYS. THE COST SHALL BE INCLUDED IN THE VARIOUS AND ALL CONTRACT ITEMS FOR THIS PROJECT WITH NO ADDITIONAL COMPENSATION ALLOWED.
- ALL TRAFFIC CONTROL DEVICES, SIGNS, MARKINGS OR STRIPING SHALL BE IN PLACE PRIOR TO PAVING. STREET STRIPING SHALL BE COMPLETED PRIOR TO STREET OPENING. TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY ENGINEER.
- DRIVEWAY INFORMATION IS TENTATIVE. CONTRACTOR SHALL CONSULT WITH THE CITY ENGINEER PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) AS REQUIRED PRIOR TO THE START OF WORK. UPON EXPOSING ANY UTILITY'S UNDERGROUND FACILITY THE CONTRACTOR SHALL NOTIFY THAT UTILITY IMMEDIATELY.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WITHIN THE ALIGNMENT OF THE PROPOSED IMPROVEMENTS, AND IN THE EVENT OF SUBSTRUCTURE DAMAGE, HE SHALL BEAR THE TOTAL COST OF REPAIR OR REPLACEMENT.
- THE CONTRACTOR SHALL NOT CONDUCT ANY OPERATIONS OR PERFORM ANY WORK PERTAINING TO THE PROJECT BETWEEN 5:00 P.M. AND 7:00 A.M. ON ANY DAY NOR ON SATURDAY, SUNDAY, HOLIDAY AT ANY TIME EXCEPT AS APPROVED BY THE ENGINEER.
- TREES, FOLIAGE, SIGNS, AND OTHER IMPROVEMENTS SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED IN KIND.
- THE CONTRACTOR IS ADVISED THAT ALL EXCAVATED MATERIALS SHALL BECOME HIS PROPERTY AND SHALL BE REMOVED FROM THE JOB-SITE UNLESS INSTRUCTED BY THE CITY ENGINEER TO DO OTHERWISE.
- THE CONTRACTOR SHALL BE RESPONSIBLE DURING ALL PHASES OF THE WORK TO PROVIDE FOR PUBLIC SAFETY AND CONVENIENCE. THE CONTRACTOR SHALL ESTABLISH ADEQUATE ACCESS TO DRIVEWAYS AT THE END OF EACH WORKING DAY TO THE SATISFACTION OF THE CITY ENGINEER.
- THE CONTRACTOR SHALL ADJUST ALL UTILITIES COVERS TO FINISHED GRADE WITHIN THE LIMITS OF THE PROPOSED IMPROVEMENTS. ALL COST ASSOCIATED WITH UTILITY ADJUSTMENT AND RELOCATION SHALL BE INCLUDED IN THE ALL THE BID ITEMS FOR THIS CONTRACT WITH NO ADDITIONAL COMPENSATION ALLOWED.
- THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THE COMPLETION OF THE PROPOSED IMPROVEMENTS PER THE CAMUTCD AND TO THE SATISFACTION OF THE CITY ENGINEER.
- THE CONTRACTOR SHALL PROVIDE A 72-HOUR NOTIFICATION TO THE AFFECTED PROPERTIES, POLICE DEPARTMENT, AND FIRE DEPARTMENT IN THE EVENT OF A CHANGE IN TRAFFIC AND/OR PUBLIC SAFETY VEHICLES, PARKING RESTRICTIONS, AND ON EACH MONDAY MORNING DURING THE CONSTRUCTION PERIOD.
- AS REQUIRED BY THE CITY ENGINEER, THE CONTRACTOR SHALL FURNISH AND OPERATE A SELF-LOADING MOTOR SWEEPER WITH SPRAY NOZZLES AT LEAST TWICE EACH WORKING DAY TO KEEP PAVED AREAS ACCEPTABLY CLEAN WHEREVER CONSTRUCTION, INCLUDING RESTORATION, IS INCOMPLETE.
- ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALTIC CONCRETE (A.C.) SHALL BE REMOVED TO A SAWCUT.

NPDES NOTES

- ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES, OR WIND.
- STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
- FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
- EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
- TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
- SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEP UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
- ANY SLOPES WITH DISTURBED SOILS OR DENURED OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.
- THE FOLLOWING BMP'S AS OUTLINED IN, BUT NOT LIMITED TO, THE CALIFORNIA STORMWATER BEST MANAGEMENT PRACTICE HANDBOOK, CALIFORNIA STORM WATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA 2003, OR THE LATEST REVISED EDITION, MAY APPLY DURING CONSTRUCTION (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY INSPECTOR):

KEY MAP NO SCALE



LOCATION MAP

CONSTRUCTION NOTES

- PORTLAND CEMENT CONCRETE CURB AND GUTTER. PER SPPWC STD. PLAN 120-2, TYPE A2-8.
- PORTLAND CEMENT CONCRETE SIDEWALK, 4 IN. THICK PER SPPWC STD. PLAN 113-2.
- REMOVE EXISTING PEDESTRIAN SIGN ON STREET LIGHT.
- CONSTRUCT CURB RAMP PER SPPWC STD. PLAN 111-5, CASE A, TYPE 1.
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- REMOVE EXISTING PEDESTRIAN SIGNAGE INCLUDING PUSH BUTTON, SOLAR PANEL AND POLE.
- SLOT CUT ASPHALT CONCRETE PAVEMENT 12" WIDE BY 10" DEEP MINIMUM. PAVE WITH FULL DEPTH ASPHALT CONCRETE PAVEMENT.
- INSTALL (36"x48") SCHOOL ADVANCED WARNING ASSEMBLY D (SW24-3(CA)) AND POLE PER 2014 CAMUTCD SECTION 7B.11, FIGURE 7B-1(CA).
- WET SANDBLAST AND REMOVE EXISTING STRIPING. PROVIDED BY OTHERS (CITY).
- INSTALL YELLOW LADDER CROSSWALK MARKINGS PER CAMUTCD FIGURE 3B-19(CA). SPACING OF LINES SELECTED TO AVOID WHEEL PATH. INSTALL YELLOW RAISED PAVEMENT MARKERS (RPM) OUTLINING ALL CROSSWALKS. PROVIDED BY OTHERS (CITY).
- ADJUST UTILITY BOX TO FINISHED GRADE.
- INSTALL SOLAR POWERED LED (36"x36") DOUBLE SIDED S1-1 BLINKING SCHOOL PEDESTRIAN SIGN WITH DOUBLE SIDED RAPID FLASHING BEACON LIGHT BAR AND (24"x12") DOUBLE SIDED W16-7P, WHICH INCLUDES 4 RIGHT DOWNWARD FACING ARROW AND 4 LEFT DOWNWARD FACING ARROW POINTING TO THE CROSSWALK WITH WIRELESS CONTROLLER KIT AND PEDESTRIAN ACTIVATED PUSH BUTTON BULLDOG AND POLE PER 2014 CAMUTCD SECTION 7B AND FHWA INTERIM APPROVAL. CONTRACTOR SHALL FURNISH MATERIAL FROM SOLAR TRAFFIC SYSTEMS (PHONE:877-977-7446) OR APPROVED EQUAL.
- WET SANDBLAST, REMOVE AND REPLACE EXISTING PAVEMENT MARKING WITH YELLOW PAINT 100 FEET IN ADVANCE OF SCHOOL CROSSING PER CAMUTCD SECTION 7C.03, FIGURE 7B-104(CA). PROVIDED OTHERS (CITY).
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- REMOVE EXISTING IN-ROAD LIGHTS. FILL AND PATCH HOLES WITH ASPHALT. NOTIFICATION MUST BE POSTED 30 DAYS PRIOR TO REMOVAL PER CVC 21950.5.

INDEX TO PROJECT DRAWINGS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-3	STREET IMPROVEMENT PLAN
4	WWCEP - WET WEATHER EROSION CONTROL PLAN

CONSTRUCTION SYMBOLS

- (NO) INDICATES WORK PER CONSTRUCTION LEGEND
- (NO) A2-8 ABOVE LINE: INDICATES THE TYPE OF STANDARD OR THICKNESS OF SURFACE MATERIAL IN INCHES.
- (NO) CMB BELOW LINE: REFERENCE TO DETAIL OR THICKNESS OF BASE MATERIAL IN INCHES.
- (NO) R REMOVE
- (NO) REL: RELOCATE

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 TWO WORKING DAYS BEFORE YOU DIG

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BENCH MARK
 BM NO.: PY10834 ELEV.= 179.754
 THE CENTERLINE OF PACIFIC BLVD. BETWEEN 57TH AND 58TH STREET WITH A BEARING OF N00°00'34"W WAS USED AS THE BASIS OF BEARING FOR THIS PROJECT.

APPROVED:	NO.	REVISIONS	REVISED BY	APPROVED BY	DATE
MICHAEL ACKERMAN - CITY ENGINEER, R.C.E. 64663					
SUBMITTED:					

NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

AGAPITO FERNANDEZ
 EXP. 06/30/17
 NO. C65846
 CIVIL
 STATE OF CALIFORNIA
 Signature: Agapito Fernandez
 DATE: 1/13/16

CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

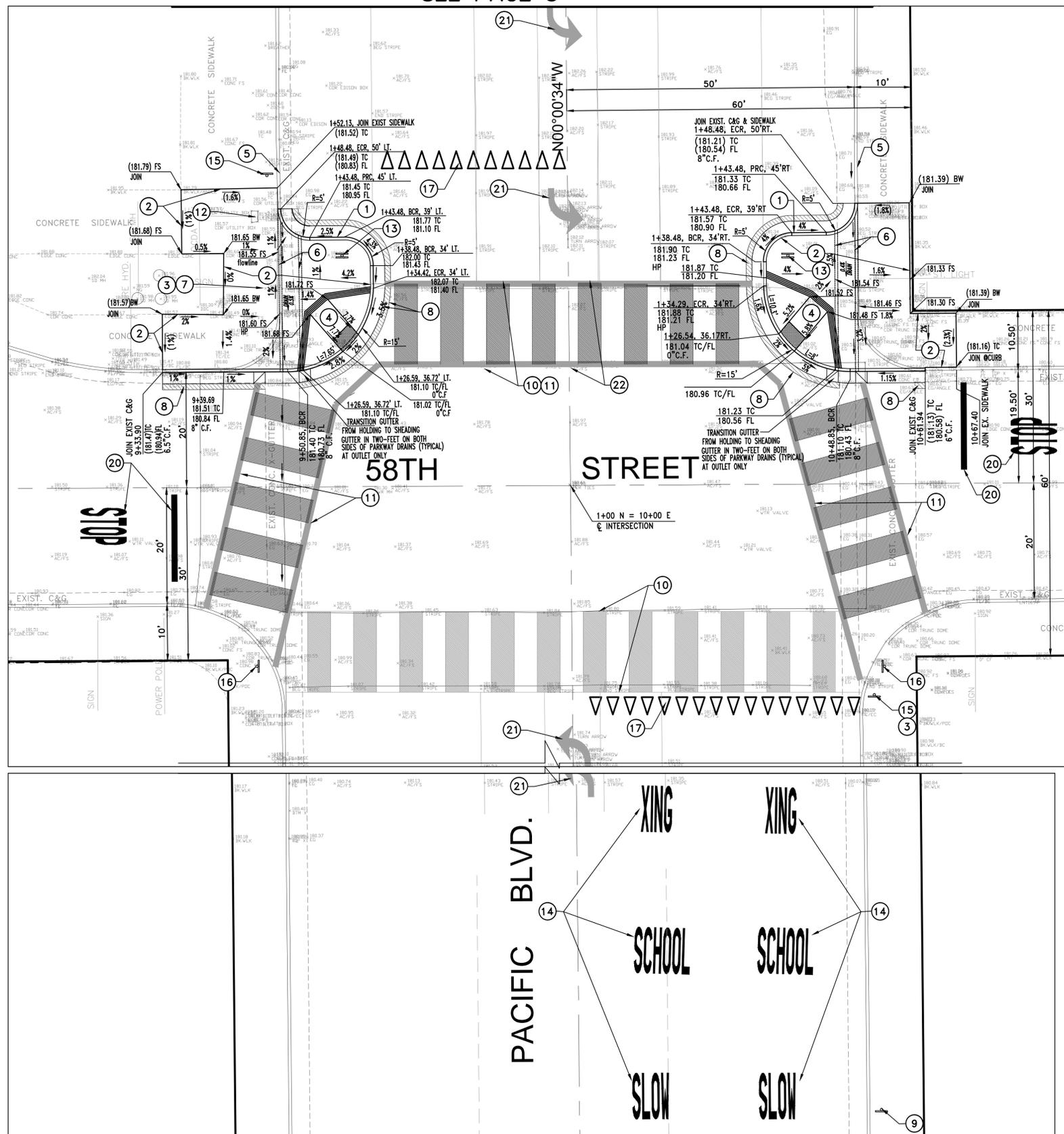
CROSSWALK IMPROVEMENTS
 57TH AND 58TH STREET AT PACIFIC BL.

TITLE SHEET

SHEET 1 OF 4 SHEETS

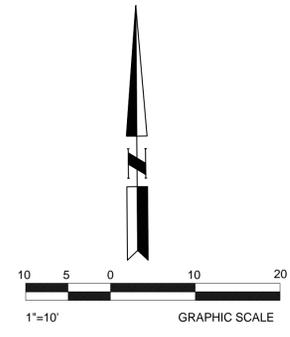
DWG. NO.

SEE PAGE 3



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MICHAEL ACKERMAN - CITY ENGINEER, R.C.E. 64663					
SUBMITTED:					

REGISTERED PROFESSIONAL ENGINEER
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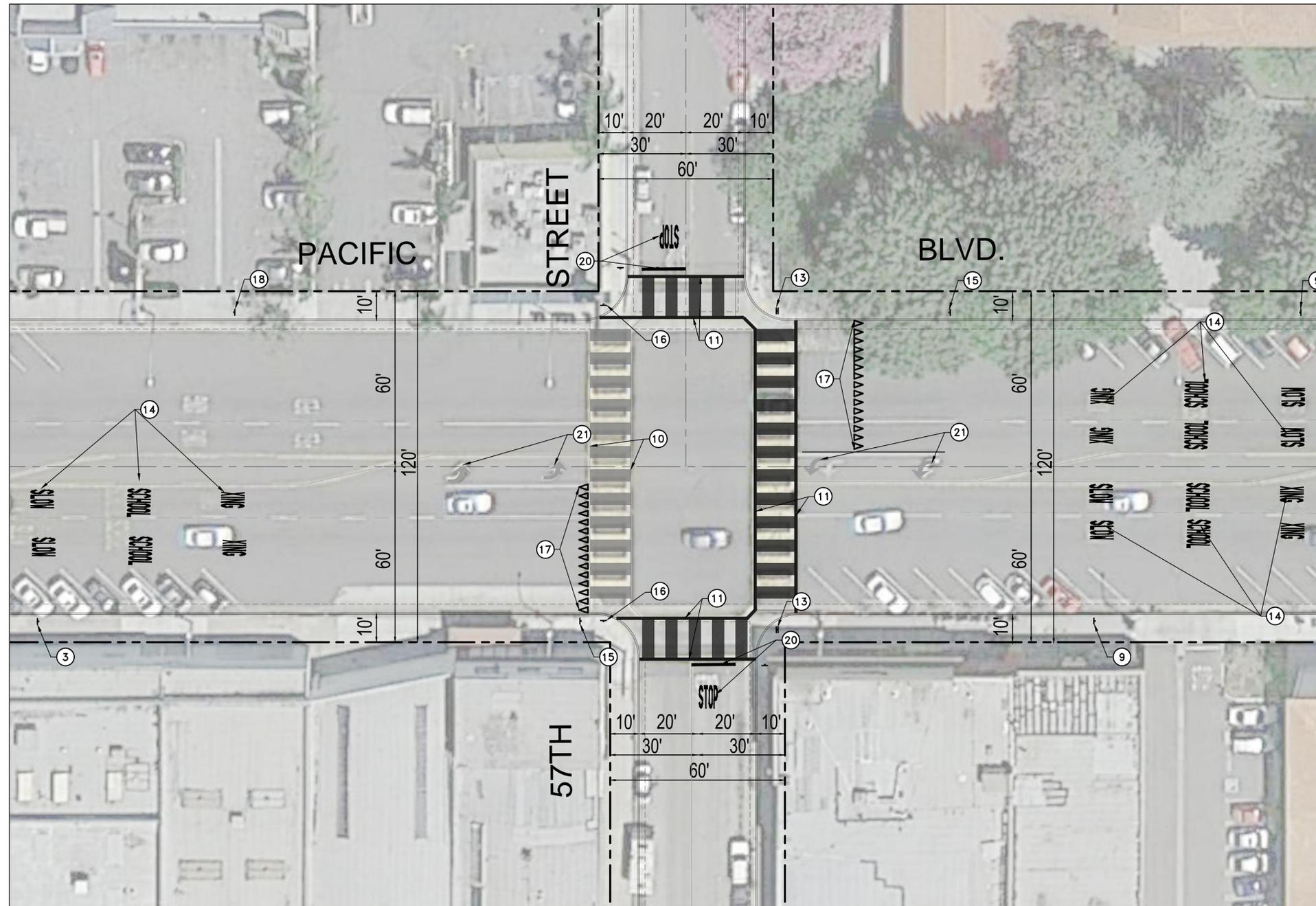
CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

CROSSWALK IMPROVEMENTS
 57TH AND 58TH STREET AT PACIFIC BL.

STREET IMPROVEMENT PLAN

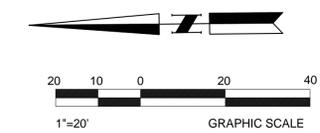
SHEET 2 OF 4 SHEETS

DWG. NO.



CONSTRUCTION NOTES

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CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

CROSSWALK IMPROVEMENTS
 57TH AND 58TH STREET AT PACIFIC BL.

STREET IMPROVEMENT PLAN

SHEET 3 OF 4 SHEETS

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BENCH MARK

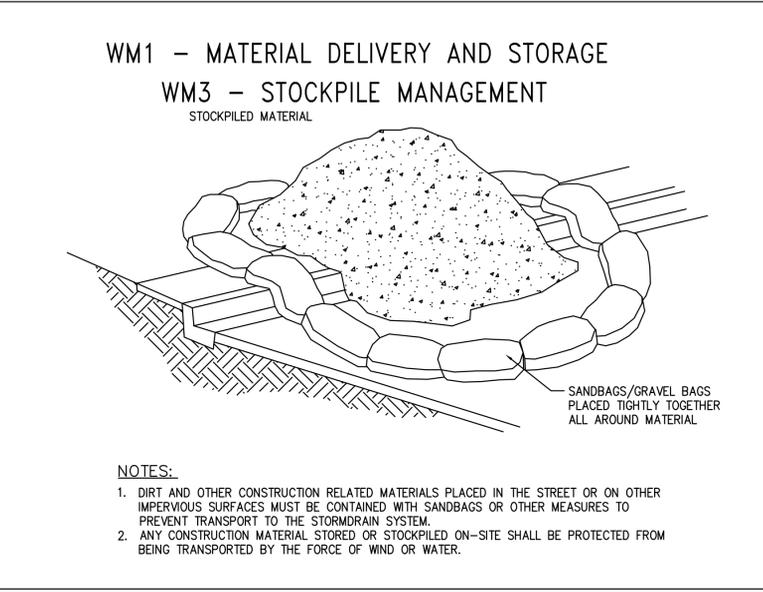
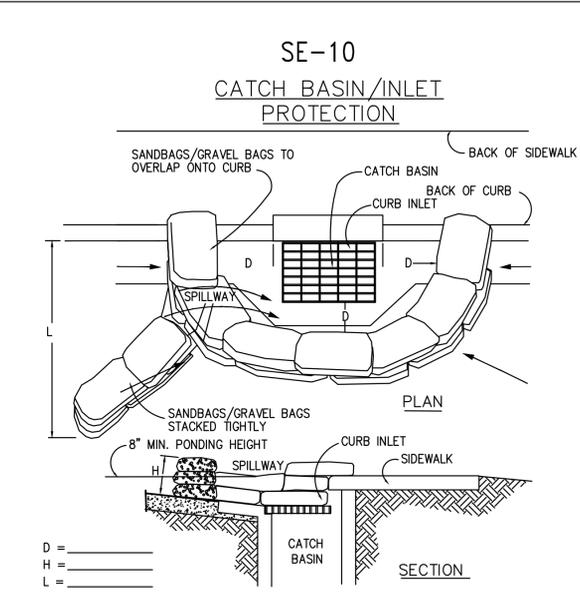
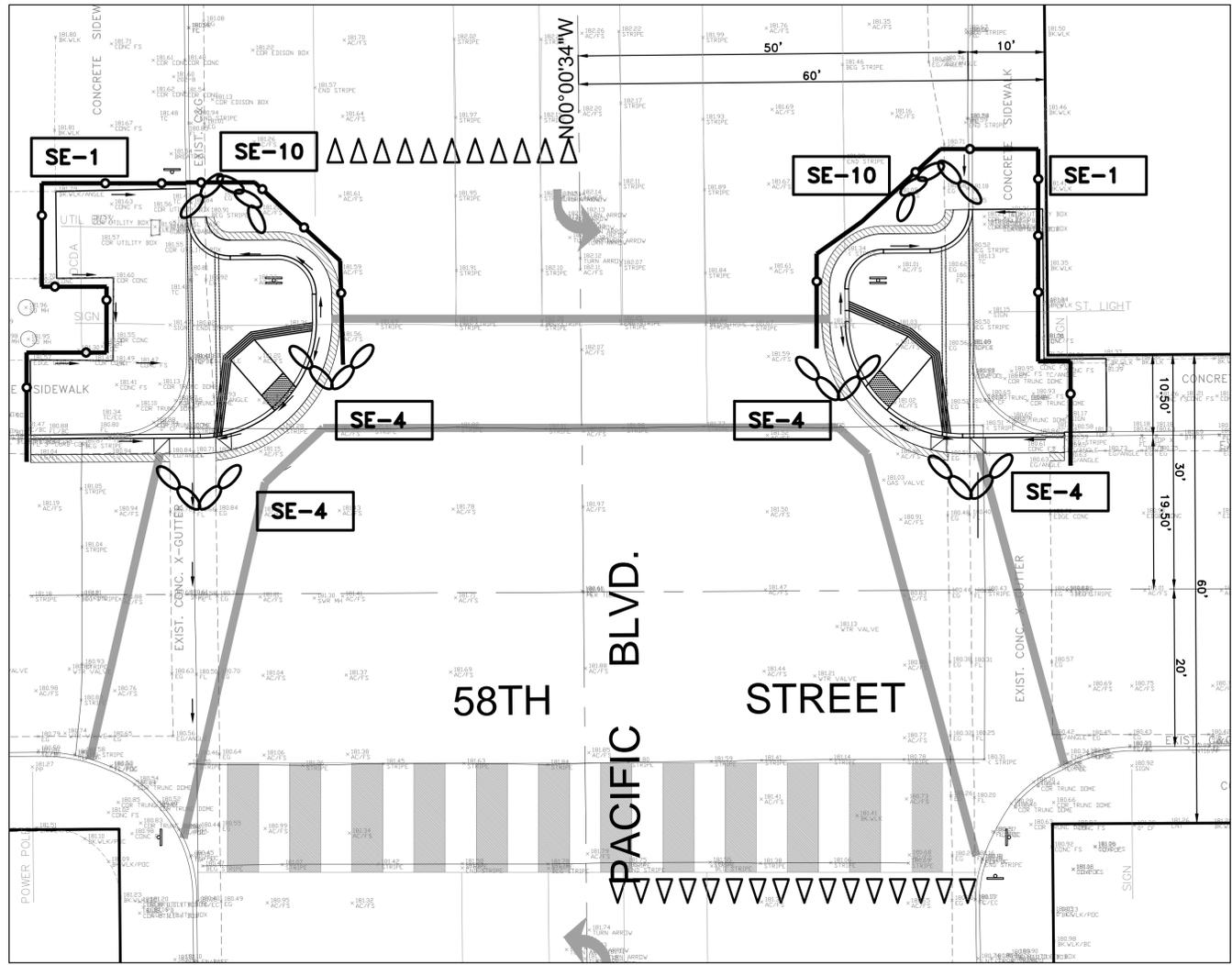
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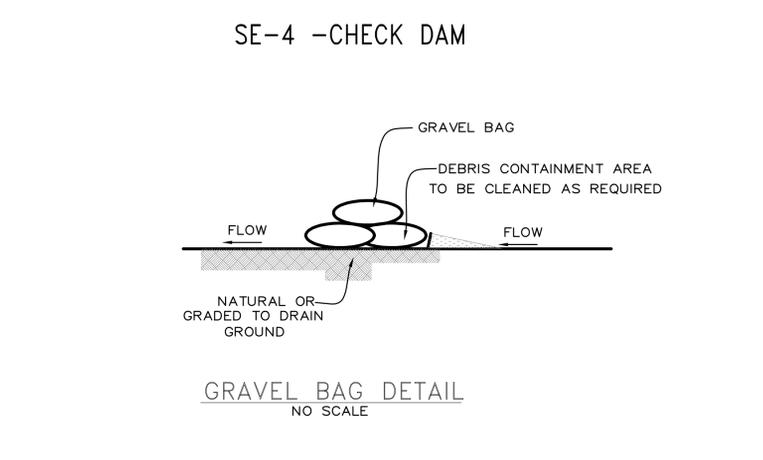
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REGISTERED PROFESSIONAL ENGINEER
 AGAPITO FERNANDEZ
 EXP. 08/30/17
 NO. C58546
 CIVIL
 STATE OF CALIFORNIA

SIGNATURE DATE 1/13/16



- NOTES:**
- CATCH BASIN/INLET PROTECTION SHALL BE INSTALLED WHEREVER THERE IS A POTENTIAL OF STORMWATER OR NON-STORMWATER BEING DISCHARGED INTO IT.
 - INLET PROTECTION IS REQUIRED ALONG WITH OTHER POLLUTION PREVENTION MEASURES SUCH AS: EROSION CONTROL, SOIL STABILIZATION, AND MEASURES TO PREVENT TRACKING ONTO PAVED SURFACES.
 - MODIFY INLET PROTECTION AS NEEDED TO AVOID CREATING TRAFFIC HAZARDS.
 - INCLUDE INLET PROTECTION MEASURES AT HILLSIDE V-DITCHES AND MISC. DRAINAGE SWALES.
 - INLET PROTECTION SHALL BE INSPECTED AND ACCUMULATED SEDIMENTS REMOVED. SEDIMENT SHALL BE DISPOSED OF PROPERLY AND IN A MANNER THAT ASSURES THAT THE SEDIMENT DOES NOT ENTER THE STORM DRAIN SYSTEM.
 - DAMAGED BAGS SHALL BE REPLACED IMMEDIATELY.
 - ADDITIONAL SANDBAG/SEDIMENT TRAPS SHALL BE PLACED AT INTERVALS AS INDICATED ON SITE PLAN.

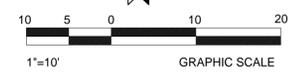


GENERAL NOTES

- BEST MANAGEMENT PRACTICES (BMP'S) CONTAINED HEREIN REFLECT MINIMUM REQUIREMENTS. FOR ADDITIONAL BMP'S REFER TO CALIFORNIA STORMWATER BMP HANDBOOKS.
- ALL CONSTRUCTION ACTIVITY SHALL BE PERFORMED IN ACCORDANCE WITH A STORMWATER POLLUTION CONTROL PLAN (SWPCP) DEVELOPED AND IMPLEMENTED IN COMPLIANCE WITH REQUIREMENTS OF THE LOS ANGELES COUNTYWIDE STORMWATER QUALITY MANAGEMENT PROGRAM, NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT NO. CAS063339.
- THE SWPCP SHALL:
 - IDENTIFY POTENTIAL POLLUTANT SOURCES AND INCLUDE THE DESIGN AND PLACEMENT OF BMP'S TO EFFECTIVELY PROHIBIT THE ENTRY OF POLLUTANTS FROM THE CONSTRUCTION SITE INTO AND ONTO THE STREET AND STORM DRAIN SYSTEM DURING CONSTRUCTION.
 - BE KEPT ON SITE AND AMENDED TO REFLECT CHANGING CONDITIONS THROUGHOUT THE COURSE OF CONSTRUCTION.
 - BE KEPT UP TO DATE. ANY ADDITIONAL UPDATES REQUESTED BY AGENCY REPRESENTATIVES ARE TO BE MADE IMMEDIATELY.
- NON-STORMWATER DISCHARGES ARE PROHIBITED FROM ENTERING ANY STORM DRAIN SYSTEM AND/OR STREET.
- DISCHARGES OF PUMPED GROUND WATER REQUIRE A DISCHARGE PERMIT FROM THE STATE OF CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD (RWQCB).
- POLLUTANTS SHALL BE REMOVED FROM STORMWATER DISCHARGES TO THE MAXIMUM EXTENT PRACTICABLE (MEP) THROUGH DESIGN & IMPLEMENTATION OF THE SWPCP.
- A STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON (NOV. 1 TO APR. 15). NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF EMERGENCY DEVICES WHEN RAIN IS IMMINENT.
- PORTABLE SANITARY FACILITIES SHALL BE LOCATED ON RELATIVELY LEVEL GROUND AWAY FROM TRAFFIC AREAS, DRAINAGE COURSES, AND STORM DRAIN INLETS.
- EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS SHALL BE EDUCATED ON ALL BMP'S INCLUDING CONCRETE WASTE STORAGE AND DISPOSAL PROCEDURES.
- SEDIMENT CONTROL PRACTICES SHALL EFFECTIVELY PREVENT A NET INCREASE OF SEDIMENT LOAD IN STORMWATER DISCHARGE.

EROSION CONTROL BMPS

EC-1 SCHEDULING	NON-STORMWATER MANAGEMENT BMPS
EC-2 PRESERVATION OF EXISTING VEGETATION	NS-1 WATER CONSERVATION PRACTICES
EC-3 HYDRAULIC MULCH	NS-2 DEWATERING OPERATIONS
EC-4 HYDROSEEDING	NS-3 PAWING AND GRINDING OPERATIONS
EC-5 SOIL BINDERS	NS-4 TEMPORARY STREAM CROSSING
EC-6 STRAW MULCH	NS-5 CLEAR WATER DIVERSION
EC-7 GEOTEXTILES & MATS	NS-6 ILLICIT CONNECTION/DISCHARGE
EC-8 WOOD MULCHING	NS-7 POTABLE WATER/IRRIGATION
EC-9 EARTH DIKES AND DRAINAGE SWALES	NS-8 VEHICLE AND EQUIPMENT CLEANING
EC-10 VELOCITY DISSIPATION DEVICES	NS-9 VEHICLE AND EQUIPMENT FUELING
EC-11 SLOPE DRAINS	NS-10 VEHICLE AND EQUIPMENT MAINTENANCE
EC-12 STREAMBANK STABILIZATION	NS-11 FILE DRIVING OPERATIONS
EC-13 POLYACRYLAMIDE	NS-12 CONCRETE CURING
TEMPORARY SEDIMENT CONTROL BMPS	NS-13 CONCRETE FINISHING
SE-1 6-FOOT HIGH SCREEN FENCE	NS-14 MATERIAL AND EQUIPMENT USE
SE-2 SEDIMENT BASIN	NS-15 DEMOLITION ADJACENT TO WATER
SE-3 SEDIMENT TRAP	NS-16 TEMPORARY BATCH PLANTS
SE-4 CHECK DAMS	WASTE MANAGEMENT & MATERIALS POLLUTION CONTROL BMPS
SE-5 FIBER ROLLS	WM-1 MATERIAL DELIVERY AND STORAGE
SE-6 GRAVEL BAG BERM	WM-2 MATERIAL USE
SE-7 STREET SWEEPING AND VACUUMING	WM-3 STOCKPILE MANAGEMENT
SE-8 SANDBAG BARRIER	WM-4 SPILL PREVENTION AND CONTROL
SE-9 STRAW BALE BARRIER	WM-5 SOLID WASTE MANAGEMENT
SE-10 STORM DRAIN INLET PROTECTION	WM-6 HAZARDOUS WASTE MANAGEMENT
TEMPORARY TRACKING CONTROL BMPS	WM-7 CONTAMINATED SOIL MANAGEMENT
TC-1 STABILIZED CONSTRUCTION ENTRANCE	WM-8 CONCRETE WASTE MANAGEMENT
TC-2 STABILIZED CONSTRUCTION ROADWAY	WM-9 SANITARY/SEPTIC WASTE MANAGEMENT
TC-3 ENTRANCE/OUTLET TIRE WASH	WM-10 LIQUID WASTE MANAGEMENT



BEST MANAGEMENT PRACTICES PLAN

TYPICAL LEGEND:

- GRAVEL BAG 2 MINIMUM
- P.E. PIPE (FLEXIBLE)
- 6-FOOT HIGH SCREEN FENCE
- BMP TO BE IMPLEMENTED
- CONSTRUCTION ENTRANCE STABILIZATION



ATTENTION
 All utilities shown on this plan are based on available records. It shall be the sole responsibility of the contractor to verify all existing utilities by contacting utility agencies and to avoid damaging existing utilities during excavation.
 FOR UNDERGROUND SERVICE ALERT CALL: 811

BENCH MARK
 BM NO.: PY10834 ELEV.= 179.754
 THE CENTERLINE OF PACIFIC BLVD. BETWEEN 57TH AND 58TH STREET WITH A BEARING OF N00°00'34"W WAS USED AS THE BASIS OF BEARING FOR THIS PROJECT.

APPROVED:	NO.	REVISIONS	REVISED BY	APPROVED BY	DATE
MICHAEL ACKERMAN - CITY ENGINEER, R.C.E. 64663					
SUBMITTED:					



CITY OF HUNTINGTON PARK
 PUBLIC WORKS & ENGINEERING DEPT.

CROSSWALK IMPROVEMENTS
 57TH AND 58TH STREET AT PACIFIC BL.

WWECP - WET WEATHER EROSION CONTROL PLAN

SHEET 4 OF 4 SHEETS

DWG. NO.