

# CITY OF HUNTINGTON PARK

## City Council Regular Meeting Agenda Tuesday, February 16, 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](http://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](http://www.hpca.gov). NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

**CALL TO ORDER**

**ROLL CALL**

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

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**PRESENTATIONS AND ANNOUNCEMENTS**

**PUBLIC COMMENT**

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

**STAFF RESPONSE**

RECESS TO CLOSED SESSION

**CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – 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

**CLOSED SESSION (continued)**

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code section 54956.9(d)(1)
  - a. City of Huntington Park vs. Practical Health Center et al  
LASC Case # VC064349
  - b. City of Huntington Park vs. Olive Ridge, Inc et al  
LASC Case # VC064633
  - c. City of Huntington Park vs. Huntington Park Caregivers et al  
LASC Case # VC064634
  - d. City of Huntington Park vs. New Era Treatment Center  
LASC Case #VC064635

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, February 2, 2016

**FINANCE**

**2. Approve Accounts Payable and Payroll Warrants dated February 16, 2016**

**END OF CONSENT CALENDAR**

## REGULAR AGENDA

### **CITY MANAGER**

#### **3. Reconsideration of City Council Action Taken December 23, 2015, Relative to the Termination of HP Tow and Related Actions**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. For the reasons set forth below, rescind the actions taken by the City Council at its Special City Council meeting dated December 23, 2015, relative to the termination of the HP Tow contract and agreements for service with the City of Huntington Park;
2. Approve termination of agreement(s) with HP Tow consistent with the requirements of the existing agreements between the City and HP Tow and/or applicable law;
3. Authorize the City Manager and/or Chief of Police to issue a Notice of Termination to HP Tow; and
4. Authorize the City Manager and Chief of Police to prepare a Request for Proposals (RFP) for Towing and Vehicle Storage Services.

### **PARKS AND RECREATION**

#### **4. Approval of 10 Park Projects to Submit for Los Angeles County Parks Needs Assessment**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve 10 park projects identified via a community engagement meeting and held in relation to Los Angeles County's Countywide Comprehensive Park and Recreation Needs Assessment; and
2. Authorize staff to submit the identified 10 park projects as the final prioritized list of park projects for the City of Huntington Park, to be submitted to Los Angeles County's Department of Parks and Recreation

#### **5. Approve Award of Contractor for 4<sup>th</sup> of July Fireworks Display**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve award of contract to Pyro Engineering to provide pyrotechnic services for the City of Huntington Park's 2016 4<sup>th</sup> of July Celebration; and
2. Authorize the City Manager to execute the agreement.

## **REGULAR AGENDA (continued)**

### **PUBLIC WORKS**

#### **6. Approve Resolution Authorizing Submittal of Application for Beverage Container Recycling City/County Payment Program**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2016-05, Authorizing Submittal of Application for Beverage Container City/County Payment Programs and Related Authorizations to CalRecycle; and
2. Designate the City Manager as Signature Authority to execute all documents necessary to implement and secure payment.

#### **7. Approve Memorandum of Understanding (MOU) Between the City of Huntington Park and the Water Replenishment District of Southern California Regarding Reimbursement for Safe Drinking Water Program for Disadvantaged Community (DAC) Program Services**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Memorandum of Understanding with the Water Replenishment District as a participant in the recently launched Safe Drinking Water Program, Disadvantaged Communities Outreach Program; and
2. Authorize the City Manager to execute the MOU.

#### **8. Huntington Park Express Fixed Route Transit Services – Request Authorization to Amend the Assignment of Services Agreement**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager to amend the assignment of agreement with Metro Transit, the current transportation service provider;
2. Execute the agreement to provide public transportation services consistent with the scope of services prescribed in the Amendment to the Assignment, the Assignment, Amendments and Agreement;
3. Ratify and affirm lease with Metro Transit Services for rent of office and parking space at the Public Works Yard located at 6900 Bissell Street, Huntington Park; and
4. Authorize the Interim Finance Director to appropriate an additional \$145,000 budget to cover costs for the remainder of FY 15/16.

**REGULAR AGENDA (continued)**

**PUBLIC WORKS**

**9. Approve Award of Contract for Heating, Ventilation & Air Conditioning (HVAC) Services**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve award of contract services agreement with Honeywell Building Solutions for a base contract amount \$68,876.96 annually with a maximum of two 1-year extensions of term;
2. Authorize City Manager to execute the agreement; and
3. Encumber the remaining portion of the annual contract amount for FY 2015-2016 for the payment of Honeywell.

**10. Select and Approve Award of Contract for Industrial/Commercial Facilities Control Program Including Inspections for Commercial/Industrial Illegal Connection and Discharges for Stormwater**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Select the service provider for the Industrial/Commercial Facilities Control Program for stormwater;
2. Approve award of contract services agreement for a base contract amount annually with a one year term commencing March 1, 2016 and ending February 28, 2017 and maximum of five one (1) year extensions of term;
3. Authorize the City Manager to execute the agreement;

**COMMUNITY DEVELOPMENT**

**11. Approval of Resolution for the City of Huntington Park Complete Streets, Pedestrian and Bicycle Plan**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution 2016-06, Adopting the City of Huntington Park Complete Streets, Pedestrian and Bicycle Plan.

**REGULAR AGENDA (continued)**

**COMMUNITY DEVELOPMENT (continued)**

**12. Approve Activity in Public Places Permit for a Street Procession Conducted by Iglesia Sagrada Familia on March 25, 2016 (S16-01)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve an Activity in Public Places Permit request by Iglesia Sagrada Familia (Applicant) to conduct a street procession along Rugby Avenue, Clarendon Avenue, Middleton Street, and Zoe Avenue on March 25, 2016 (S16-01) subject to the "Departmental Conditions of Approval" contained herein.

**13. Approve Activity in Public Places Permit for the Chamber of Commerce's annual "Carnaval Primavera" Downtown Street Festival (S16-02)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Consider the approval of an Activity in Public Places Permit request from The Greater Huntington Park Area Chamber of Commerce to conduct the annual "Carnaval Primavera" along Pacific Boulevard, between Gage Avenue and Slauson Avenue, on April 1 through April 3, 2016; and/or
2. Discussion and/or action to consider the Chamber of Commerce's request for waiver of City fees and departmental costs for the proposed event.

**END OF REGULAR AGENDA**

## PUBLIC HEARING

### **CITY MANAGER**

- 14. Ordinances Amending 1) Title 9, Chapter 3, Article 23, 2) Section 9-4.302, 3) Title 4, Chapter 7, Article 19, and 4) Title 3, Chapter 1, by Adding Article 24 of the Huntington Park Municipal Code Related to Medical Marijuana Cultivation Establishments, Medical Marijuana Dispensaries and Marijuana Delivery**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Consider public testimony and staff's analysis;
3. Approve first reading, waive further reading, and introduce Ordinance No. 2016-945 amending Title 9, Chapter 3, Article 23, and Section 9-4.302;
4. Approve first reading, waive further reading and introduce Ordinance No. 2016-946 amending Title 4, Chapter 7, Article 19, and Title 3, Chapter 1, by adding Article 24, of the Huntington Park Municipal Code related to Medical Marijuana Cultivation establishments and Medical Marijuana Dispensaries; and
5. Schedule the adoption of both Ordinance No. 2016-945 and Ordinance No. 2016-946, as described above, for the March 15, 2016 City Council meeting.

### DEPARTMENTAL REPORTS (Information only)

### WRITTEN COMMUNICATIONS

### COUNCIL COMMUNICATIONS

**Council Member Valentin Palos Amezquita**

**Council Member Jhonny Pineda**

**Council Member Marilyn Sanabria**

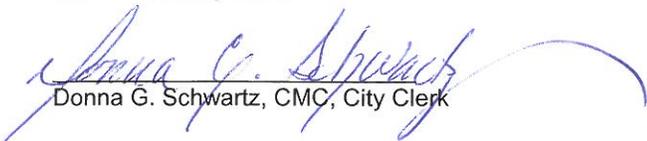
**Vice Mayor Graciela Ortiz**

**Mayor Karina Macias**

## ADJOURNMENT

The City of Huntington Park City Council will adjourn in memory of Maria Barron Mendez, mother of Enrique Mendez, Code Enforcement Supervisor and in memory of Gigi Bilodeau, mother of Claude Bilodeau, Public Works Superintendent to a Special Meeting on Tuesday, March 1, 2016, at 5:00 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](http://www.hpca.gov) on the 11<sup>th</sup> of February 2016.

  
Donna G. Schwartz, CMC, City Clerk

Regular Meeting of the  
City of Huntington Park City Council  
Tuesday, February 2, 2016

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:11 p.m. on Tuesday, February 2, 2016, in the Council Chamber at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

**ROLL CALL**

PRESENT: Mayor Karina Macias; Vice Mayor Graciela Ortiz and Council Members Valentin Palos Amezcua, Jhonny Pineda, and Marilyn Sanabria. CITY OFFICIALS/STAFF: Edgar Cisneros City Manager; Arnold Alvarez-Glasman; Cosme Lozano, Chief of Police; Josette Espinosa, Director of Parks and Recreation; Jan Mazyck, Interim Finance Director; Manuel Acosta, Economic Development Manager; Michael Ackerman, City Engineer and Donna Schwartz, City Clerk.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Bethany Reyes, Huntington Park Elementary School.

**INVOCATION**

The invocation was led by Mayor Macias.

**PRESENTATIONS AND ANNOUNCEMENTS**

Performance by the Huntington Park Elementary School Music Class.

David Juarez, Field Representative from Assemblymember Miguel Santiago's office presented an update.

NOT IN ATTENDANCE - Representative introduction and update from Office of LA County Assessor Jeffrey Prang.

Council presented "Certificates of Recognition" to Aspire Pacific Academy, Grades 6, 7, 8, 9,12 and to the Parent Advisory Council for Volunteering their time Assisting the Huntington Park Salvation Army Feeding over 300 Families for Thanksgiving.

Council presented a "Certificate of Recognition" to United Pacific Waste (UPW) for their Generous Donation of Toys for the 2015 Holiday Toy Giveaway.

Council presented a "Certificate of Recognition" to Pastor Concepción Roque of Ministerios Mahanaim for his Many Years of Generous Donations to the Huntington Park Community.

**PUBLIC COMMENT**

1. Raul Rodriguez Jr., spoke in regards to agenda item 9, he asked Council to conform to ethics, commented on constitutional rights, referenced agenda item 5, feels it's not a good idea to spend monies to attend a conference, instead use the monies toward homeless and veterans or where the monies are more needed.
2. Rodolfo Cruz, commented on collecting an illegal tax and provided a handout, mentioned the FBI story and Council Member Amezcua, the City Manager, City taxes, references a previous City Manager and monies spent, feels the city needs more Police Officers, commented on bankruptcy and Pacific Boulevard.
3. Mario Rivas, spoke in regards to agenda item 7 noting employees approved the agreement.
4. Juliano Joaquin, spoke in regards to health and education, youth and the community, and invited the public to various upcoming community events.

## **PUBLIC COMMENT (continued)**

5. Linda Caraballo, commented on closed session items, HP Tow, warrant pertaining to City Attorney, noted previous meeting ending late, noting that it is poor treatment of employees, changes to agenda, ethics and laws being broken, and Form 460s.
6. Valentin Amezcuita, pointed out technical aspects regarding the recording of the previous council meeting, commented on his vote regarding the termination of the HP Tow contract and notification of the meeting, and voiced concern with fees in connection with towing services and risks involved with terminating the contract.
7. Chris Castillo, We the People Rising, commented on debt and scandals in the city and spoke in opposition to Council.
8. Arthur Schaper, read the inscription on the wall of the Council Chambers, spoke in opposition to Council, asked to rescind the two appointments and resignation of council positions, spoke in opposition to the City Attorney and actions by Council.
9. Janet West, commented on the minutes of January 19, 2016, speaker comments and requested a correction, feels first amendment rights are being violated with the wording of the minutes, commented on the wording involving the word illegal and asked for rescinding the commission appointments and laws not being followed.
10. DeAnn D'Lean, commented on a poster and monies being stolen that can be used to buy instruments for students, and spoke in opposition to actions by Council.
11. Wes Parker, spoke in opposition to agenda item 9 regarding ethics.
12. Sandra Orozco, spoke in opposition to Council, mentioned an FBI investigation, commented on the commission appointments, spoke in opposition to the City Attorney and remarked "jail."
13. Carolyn Denise Barlage, feels nothing has changed in the city for the youth with regards to shopping, asked that businesses be brought to the city now and to pay more than the minimum wage with 60% of the work force being full-time, wants money coming back to the city, bring in a theater, sports bars and franchise restaurants, make residents a priority, asked council to change it up and put monies back where it's needed.
14. Robin Hvidston, spoke in regards to agenda item 9 regarding ethics, commented on actions by Council, laws being broken, appointment of commissioners, spoke in regards to agenda item 5 regarding the 2016 ICSC Convention and is opposed to the monies requested, suggested spending monies on instruments for students and requested to speak during public hearing agenda item 3.

At this time Council Member Sanabria left the Council Chambers.

15. Dr. Newman, read a quote from the holy bible, commented on the position of Chief of Police, actions by Council, campaign practices, acknowledged Council Member Amezcuita, mentioned illegal towing, a holiday card sent by council members and limited community input.

## **PUBLIC COMMENT (continued)**

16. Betty Robinson, spoke regarding the commission appointments, a forensic audit, spoke against two commission appointments, acknowledged various Huntington Park citizens, and asked Council to set a good example for the children who performed earlier.
17. Vaughn Becht, We the People Rising, acknowledged the kids who performed, and commented on the code of ethics handbook.

## **STAFF RESPONSE**

City Manager Cisneros provided a staff response regarding the 2016 ICSC Convention, stating that this is a premier event for retail connections, worldwide retailers ready to explore various areas and projects. He noted that Economic Development is important to Council and that there will be two staff members attending. In response to the comments made regarding the video of the council meetings which is posted online, Mr. Cisneros stated that the video technician uploads to Granicus and CivicPlus and there is no editing whatsoever of anyone's comments or involvement by Council or staff other than the City Clerk and video technician.

## **CLOSED SESSION**

At 7:50 p.m. City Attorney Alvarez-Glasman recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code section 54956.9(d)(1)  
Oso v. City of Huntington Park
2. LIABILITY CLAIM- [one potential matter] Government Code Section 54956.95  
Claimant: Miriam Cruz, et al.  
Agency claimed against: City of Huntington Park
3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Government Code Section 54956.8  
Property Location: 6325 and 6613-6725 Rita Ave, Huntington Park, CA  
APN#s: 6320-030-906 and 6322-017-901 through 910  
Agency Negotiator: Edgar Cisneros, City Manager and Manuel Acosta,  
Negotiating Parties: Pacific Blvd. Holdings 26 LLC  
Under Negotiation: Terms of payment and price
4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
(Government Code section 54956.9(d)(2)) - One matter
5. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
(Government Code section 54956.9(d)(4)) - One matter

At 9:30 p.m. Mayor Macias reconvened to open session. All Council Members present.

## **CLOSED SESSION ANNOUNCEMENT**

City Attorney Alvarez-Glasman announced for closed session items 1& 2 that direction was given on possible resolution, decision by Council was unanimous, for closed session items 4 & 5, no final action taken, nothing to report, for closed session item 3, City Council by unanimous decision authorized City Negotiator, City Manager to enter into an exclusive negotiating agreement with Pacific Development Holdings, LLC.

## **CONSENT CALENDAR**

**Motion:** Council Member Pineda motioned to approve consent calendar items, seconded by Council Member Sanabria. 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, January 19, 2015

## **FINANCE**

2. Approved Accounts Payable and Payroll Warrants dated February 2, 2016

## **END OF CONSENT CALENDAR**

## **PUBLIC HEARING**

## COMMUNITY DEVELOPMENT

3. Continued from January 19, 2016, City Council Meeting - 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

Mayor Macias opened the item up for public comment.

**Public Comment**- None

Mayor Macias closed public comment.

At this time Mayor Macias removed herself from the Council Chambers due to conflict of interest acknowledging she sits on the HUB Cities Board.

**Motion:** Council Member Sanabria motioned to 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, 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 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, seconded by Council Member Pineda. Motion passed 4-0 by the following vote:

ROLL CALL:

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

## **REGULAR AGENDA**

## COMMUNITY DEVELOPMENT

4. Continued from January 19, 2016, City Council Meeting - 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

At this time Mayor Macias had not returned to the Council Chambers due to conflict of interest and her position on the HUB Cities Board.

**Motion:** Council Member Sanabria motioned to 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 authorize City Manager to sign agreements, seconded by Council Member Pineda. Motion passed 4-0 by the following vote:

ROLL CALL:

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

At this time Mayor Macias returned to the Council Chambers.

5. **Update on the 2016 RECON International Council of Shopping Centers (ICSC)**

- Update ONLY -

## CITY COUNCIL

### 6. Approve Resolution Requesting LA County Transportation Authority to Fund Eco Rapid Transit and its Members to Engage in Predevelopment Transit Infrastructure Planning

**Motion:** Council Member Sanabria motioned to adopt Resolution No. 2016-03, Requesting LA County Transportation Authority to Fund Eco Rapid Transit and its Members to Engage in Predevelopment Transit Infrastructure Planning, seconded by Vice Mayor Ortiz. Motion passed by one motion.

## CITY MANAGER

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

**Motion:** Council Member Sanabria motioned to ratify the revised Memorandum of Understanding (MOU) which has been approved by a majority of the GEA membership for the period January 1, 2016 through December 31, 2018, adopt Resolution No. 2015-47, Approving and Adopting a Memorandum of Understanding (MOU) with the Huntington Park General Employees' Association and Rescinding Resolution Nos. 2015-03 and 2015-20, and approve additional budget appropriation of \$67,490 in order to offset the balance needed for Fiscal Year (FY) 2015-2016 payroll expenditures, 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

### 8. Approve Resolution Adopting New Class Specifications for the Position of Recreation Manager

**Motion:** Council Member Sanabria motioned to adopt Resolution No. 2016-04, Adopting New Class Specifications for the Position of Recreation Manager, seconded by Vice Mayor Ortiz. Motion passed 4-1 by the following vote:

#### ROLL CALL:

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

NOES: Council Member(s): Pineda

### 9. Discussion and/or Approval of Code of Ethics for City of Huntington Park Council Members, Commissioners and Staff

**Motion:** Council Member Sanabria motioned to approve the Code of Ethics for City of Huntington Park Council Members, Commissioners and Staff and authorize the City Manager to publish and apply said policy, 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): Amezquita

## PARKS AND RECREATION

### 10. Acceptance of Project Completion for the Installation of Sports Field Lighting System at Salt Lake Park

**Motion:** Council Member Sanabria motioned to accept Notice of Completion for the installation of sport field lighting system at Salt Lake Park, as performed by California Professional Engineering, Inc. with a final contract amount of \$65,501, authorize City Engineer to sign Notice of Completion and authorize City Clerk to file said notice with the County of Los Angeles Registrar-Recorder and once recorded, release retention payment within 35 days thereafter, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

## **POLICE**

### **11. Approve the Appropriation of 2015-2016 Supplemental Frontline Law Enforcement Funding and Direct the Finance Department to Establish Separate Equipment and Staff Accounts for Police Department Expenditures**

**Motion:** Council Member Sanabria motioned to approve the Police Department's appropriation of \$254,088.48 of State of California Supplemental Frontline Law Enforcement Funding, which has already been received by the City and direct the Finance Department to establish separate equipment and staffing account numbers for the expenditure of these funds by the Police Department, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

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

## **PUBLIC WORKS**

### **12. Continued from January 19, 2016, City Council Meeting - Approve Agreement with Central Basin Municipal Water District for Preparation of the Urban Water Management Plan**

**Motion:** Council Member Sanabria motioned to approve agreement with Arcadis and Central Basin Municipal Water District for the preparation of the Urban Water Management Plan, authorize City Manager to execute agreement and appropriate the funds from the Water Enterprise fund, seconded by Council Member Pineda. Motion passed by the following vote:

ROLL CALL:

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

### **13. Approve Project Plans, Specifications, and Bid Package and Authorize the Advertisement for Bids for the Pacific Boulevard Improvements from Florence Avenue to Slauson Avenue**

**Motion:** Council Member Sanabria motioned to approve project plans, specifications, and bid package for the Pacific Boulevard Improvements from Florence Avenue to Slauson Avenue, authorize the Public Works and Community Development Departments to advertise for bids, 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 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 \$160,000 for the Pacific Boulevard Improvements from Florence Avenue to Slauson Avenue, 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

**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS** - None

**COUNCIL COMMUNICATIONS**

Council Member Valentin Palos Amezquita, announced he attended the ICA Conference last weekend, suggested the city maintain foreclosure properties as a source of revenue, made comments with regard to pension obligations and to find ways to reduce funding gaps, investigating opportunities to lower obligations. Mr. Amezquita closed by wishing everyone a Happy Valentine's Day.

Council Member Jhonny Pineda, thanked his colleagues and staff for their support for the Youth Employment Program, thanked everyone and asked that all continue to work together to create different programs for the residents, he mentioned he had been approached by residents regarding trucks that haul scrap which are park in residential areas and suggested talking to the recycling agencies and directed staff to look into this issue. Mr. Pineda closed with wishing everyone a great night.

Council Member Marilyn Sanabria, thanked everyone who attended the meeting and staff, and is looking forward to the Pacific Boulevard Project.

Vice Mayor Graciela Ortiz, thanked staff for sitting through a long meeting, thanked City Manager for his due diligence with reaching an agreement with the GEA, glad to see Pacific Boulevard Project underway, and wished everyone a great evening.

Mayor Karina Macias, thanked staff for making the Pacific Boulevard Project a reality, acknowledged staff for all they do, thanked City Manager for his work with the GEA, addressed allegations regarding the FBI stating she has nothing to hide, feels it's important that the city move forward with items on the agenda noting that those who attend don't know the City, Council or staff and asked that they realize the community is full of hard workers, individuals that deserve a better life, whether bringing in businesses or improving services that at the end of the day that's what's important.

**ADJOURNMENT**

At 10:40 p.m. Mayor Macias adjourned the meeting in memory of Antelmo Lopez, Father-in Law of Claude Bilodeau, Public Works Superintendent and Father of Dave Lopez, CBS 2 / KCAL 9 news to a Regular City Council Meeting on Tuesday, February 16, 2016, at 6:00 P.M.

Respectfully submitted,

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Donna G. Schwartz, CMC, City Clerk

## City of Huntington Park List of Funds

<b>Fund</b>	<b>Description</b>	<b>Fund</b>	<b>Description</b>
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**  
**02-16-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
AAA ELECTRICAL SUPPLY INC	109562-00	111-8022-419.43-10	Buildings - O S & M	251.14	N
	109615-00	111-8022-419.43-10	Buildings - O S & M	74.16	N
				<b>325.30</b>	
ADIR INTERNATIONAL EXPORT LTD	1/1/15-6/30/15	111-3010-465.56-33	Sales Tx Rebate-LaCuracao	38,000.00	N
				<b>38,000.00</b>	
ADOLFO PACHECO	56307/56707	111-6060-466.33-20	Contractual Srv Class	273.60	N
	56447/56644	111-6060-466.33-20	Contractual Srv Class	152.00	N
				<b>425.60</b>	
AFSCME COUNCIL 36	PPE 1-31-2016	802-0000-217.60-10	Association Dues	680.40	Y
				<b>680.40</b>	
ALEJANDRO GOMEZ	HP-S0235	111-6030-451.33-90	Referee Services	176.00	N
				<b>176.00</b>	
ALL CITY MANAGEMENT SERVICES	41939	111-7022-421.56-41	Contract/Other	3,235.05	N
				<b>3,235.05</b>	
ALVAREZ-GLASMAN & COLVIN	2015-12-14831	111-0220-411.32-70	Contractual Srv Legal	17,756.85	N
	1905261	745-9031-413.32-70	Contractual Srv Legal	2,682.81	N
				<b>20,439.66</b>	
AMERI PRIDE UNIFORM SERVICES INC	1401280933	111-8020-431.61-20	Dept Supplies & Expense	193.94	N
	1401286710	111-8020-431.61-20	Dept Supplies & Expense	134.22	N
	1401290960	111-8020-431.61-20	Dept Supplies & Expense	134.22	N
	1401280933	741-8060-431.61-20	Dept Supplies & Expense	30.98	N
	1401286710	741-8060-431.61-20	Dept Supplies & Expense	30.98	N
	1401290960	741-8060-431.61-20	Dept Supplies & Expense	30.98	N
				<b>555.32</b>	
AMERICAN COUNCIL OF ENGINEERING CO	1/14/16	111-5010-419.61-20	Dept Supplies & Expense	257.38	N
				<b>257.38</b>	
AMERICAN FAMILY LIFE ASSURANCE	PPE 1-31-2016	802-0000-217.50-40	Life-Cancer Insurance	106.58	Y
				<b>106.58</b>	
ANGELA CORNEJO	02/04/2016	111-0110-411.61-20	Dept Supplies & Expense	66.40	N
				<b>66.40</b>	

**City OF HUNTINGTON PARK**  
**DEMAND REGISTER**  
**02-16-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
APPERSON PRINT RESOURCES, INC	INV005368	111-7040-421.61-33	Dept Supplies Prop Evidnc	1,075.67	N
				<b>1,075.67</b>	
ARROYO BACKGROUND INVESTIGATIONS	789	111-7010-421.56-41	Contract/Other	3,200.00	N
	802	111-7010-421.56-41	Contract/Other	1,600.00	N
	803	111-7010-421.56-41	Contract/Other	800.00	N
				<b>5,600.00</b>	
ASCAP	100004336361	111-6010-451.56-41	Contractual Srvc - Other	669.00	N
				<b>669.00</b>	
AT&T MOBILITY	832433777X01142	111-0110-411.53-10	Cell Phone Allowance	394.55	N
	832433777X01142	111-9010-419.53-10	Telephone & Wireless	298.36	N
	832433777X01142	111-9010-419.53-10	Telephone & Wireless	70.77	N
	832433777X01142	111-6010-419.53-10	Telephone & Wireless	127.49	N
				<b>891.17</b>	
BENNETT LANDSCAPE	150219	111-8095-431.56-60	Contract Landscape Mantnc	20,666.67	N
	150588	111-8095-431.56-60	Contract Landscape Mantnc	20,666.67	N
				<b>41,333.34</b>	
BLUE TARP FINANCIAL, INC.	34730079	741-8060-431.43-20	Vehicles - O S & M	1,471.69	N
	34730014	741-8060-431.43-20	Vehicles - O S & M	64.31	N
				<b>1,536.00</b>	
BOB BARKER COMPANY INC.	WEB000410112	121-7040-421.56-14	Welfare Inmate Fd Expense	108.97	N
				<b>108.97</b>	
BRYAN WERNER	HP-S0229	111-6030-451.33-90	Referee Services	88.00	N
				<b>88.00</b>	
CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 1/03/16	802-0000-217.30-10	PERS	34,275.78	N
	PPE 1/03/16	802-0000-218.10-10	PERS Employer	30,417.13	N
	PPE 1/03/16	802-0000-218.10-10	PERS Employer	39,642.08	N
				<b>104,334.99</b>	
CALIFORNIA FRAME & AXLE	37253	741-8060-431.43-20	Vehicles - O S & M	785.66	N
				<b>785.66</b>	
CALIFORNIA PROFESSIONAL ENGINEERING	15-2276	239-6010-451.73-10	Improvements	62,225.95	N
				<b>62,225.95</b>	

**City OF HUNTINGTON PARK  
DEMAND REGISTER  
02-16-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
CARL WARREN & CO.	1729631	745-9031-413.33-70	Contractual Srv 3rd Party	750.00	N
				<b>750.00</b>	
CARLA ENRIQUETA TORRES GARCIA	56536/56757	111-6060-466.33-20	Contractual Srv Class	44.80	N
	56536/56712	111-6060-466.33-20	Contractual Srv Class	89.60	N
				<b>134.40</b>	
CDW GOVERNMENT, INC.	BSZ9152	229-7010-421.74-10	Equipment	511.36	N
				<b>511.36</b>	
CELL BUSINESS EQUIPMENT	IN1751471	111-0110-411.43-05	Office Equip - O S & M	44.59	N
	IN1751471	111-0210-413.43-05	Office Equip - O S & M	44.59	N
				<b>89.18</b>	
CENTRAL FORD	C91416	741-8060-431.43-20	Vehicles - O S & M	125.00	N
	269530	741-8060-431.43-20	Vehicles - O S & M	143.76	N
	269441	741-8060-431.43-20	Vehicles - O S & M	387.91	N
	269424	741-8060-431.43-20	Vehicles - O S & M	140.82	N
	269989	741-8060-431.43-20	Vehicles - O S & M	229.51	N
	269580	741-8060-431.43-20	Vehicles - O S & M	359.41	N
	270717	741-8060-431.43-20	Vehicles - O S & M	75.69	N
	271012	741-8060-431.43-20	Vehicles - O S & M	357.98	N
	271005	741-8060-431.43-20	Vehicles - O S & M	21.95	N
				<b>1,842.03</b>	
CHAMPION CJD	445770	741-8060-431.43-20	Vehicles - O S & M	69.02	N
				<b>69.02</b>	
CHARTER COMMUNICATIONS	2/1/16-2/29/16	111-9010-419.53-10	Telephone & Wireless	11.66	N
	2/2/16-3/1/16	111-9010-419.53-10	Telephone & Wireless	680.00	N
	1/31/16-2/29/16	121-7040-421.56-14	Welfare Inmate Fd Expense	352.58	N
				<b>1,044.24</b>	
CITY CLERKS ASSOCIATION OF CA	1231	111-1010-411.59-15	Professional Development	395.00	N
	1251	111-1010-411.59-15	Professional Development	395.00	N
				<b>790.00</b>	
CITY OF HUNTINGTON PARK - STANDARD	PPE 1-31-2016	802-0000-217.50-70	Life, ADD, LT Disability	912.28	N
				<b>912.28</b>	

**City OF HUNTINGTON PARK  
DEMAND REGISTER  
02-16-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 1-31-2016	802-0000-217.30-30	Med Reimb 125	537.52	Y
				<b>537.52</b>	
CITY OF HUNTINGTON PARK GEA	PPE 1-31-2016	802-0000-217.60-10	Association Dues	135.45	Y
				<b>135.45</b>	
CITY OF HUNTINGTON PARK- LEGAL SHLD	PPE 1-31-2016	802-0000-217.60-50	Legal Shield Plan	146.67	N
				<b>146.67</b>	
CIVIC PLUS	157563	111-0210-413.56-41	Contractual Srvc - Other	12,386.34	N
				<b>12,386.34</b>	
CMRTA	310	111-3010-415.59-15	Professional Development	100.00	N
				<b>100.00</b>	
CODE 5 GROUP LLC	1727	111-7030-421.56-41	Contract/Other	600.00	N
				<b>600.00</b>	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 1-31-2016	802-0000-217.50-40	Life-Cancer Insurance	1,614.40	Y
				<b>1,614.40</b>	
COMPUTER SERVICE COMPANY	3845-00332	221-8014-429.56-41	Contractual Srvc - Other	468.00	N
	3845-00315	221-8014-429.56-41	Contractual Srvc - Other	244.00	N
	3845-00308	221-8014-429.56-41	Contractual Srvc - Other	1,776.30	N
	3845-00309	221-8014-429.56-41	Contractual Srvc - Other	697.64	N
	3845-00310	221-8014-429.56-41	Contractual Srvc - Other	85.00	N
	3845-00311	221-8014-429.56-41	Contractual Srvc - Other	114.74	N
	3845-00312	221-8014-429.56-41	Contractual Srvc - Other	690.64	N
	3845-00313	221-8014-429.56-41	Contractual Srvc - Other	4,070.24	N
	3845-00314	221-8014-429.56-41	Contractual Srvc - Other	498.61	N
	3845-00316	221-8014-429.56-41	Contractual Srvc - Other	390.00	N
	3845-00317	221-8014-429.56-41	Contractual Srvc - Other	98.00	N
	3845-00318	221-8014-429.56-41	Contractual Srvc - Other	122.00	N
	3845-00319	221-8014-429.56-41	Contractual Srvc - Other	193.81	N
	3845-00320	221-8014-429.56-41	Contractual Srvc - Other	2,274.91	N
	3845-00321	221-8014-429.56-41	Contractual Srvc - Other	121.21	N
	3845-00322	221-8014-429.56-41	Contractual Srvc - Other	248.16	N
	3845-00323	221-8014-429.56-41	Contractual Srvc - Other	507.64	N
	3845-00324	221-8014-429.56-41	Contractual Srvc - Other	719.57	N

**City OF HUNTINGTON PARK**  
**DEMAND REGISTER**  
**02-16-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
COMPUTER SERVICE COMPANY	3845-00325	221-8014-429.56-41	Contractual Srvc - Other	1,585.81	N
	3845-00326	221-8014-429.56-41	Contractual Srvc - Other	155.25	N
	3845-00327	221-8014-429.56-41	Contractual Srvc - Other	61.00	N
	3845-00328	221-8014-429.56-41	Contractual Srvc - Other	198.00	N
	3845-00329	221-8014-429.56-41	Contractual Srvc - Other	366.00	N
	3845-00330	221-8014-429.56-41	Contractual Srvc - Other	183.00	N
	3845-00331	221-8014-429.56-41	Contractual Srvc - Other	390.00	N
	3845-00333	221-8014-429.56-41	Contractual Srvc - Other	427.00	N
	3845-00334	221-8014-429.56-41	Contractual Srvc - Other	122.17	N
	3845-00335	221-8014-429.56-41	Contractual Srvc - Other	146.11	N
	3845-00336	221-8014-429.56-41	Contractual Srvc - Other	61.00	N
	3845-00337	221-8014-429.56-41	Contractual Srvc - Other	88.00	N
	3845-00338	221-8014-429.56-41	Contractual Srvc - Other	61.00	N
				<b>17,164.81</b>	
COMSERCO, INC.	73881	111-7040-421.61-33	Dept Supplies Prop Evidnc	89.38	N
	73888	111-7040-421.61-33	Dept Supplies Prop Evidnc	167.08	N
	73889	111-7040-421.61-33	Dept Supplies Prop Evidnc	172.26	N
	73890	111-7040-421.61-33	Dept Supplies Prop Evidnc	167.08	N
	73891	111-7040-421.61-33	Dept Supplies Prop Evidnc	167.08	N
	73892	111-7040-421.61-33	Dept Supplies Prop Evidnc	167.08	N
	73898	111-7040-421.61-33	Dept Supplies Prop Evidnc	245.42	N
	73899	111-7040-421.61-33	Dept Supplies Prop Evidnc	782.62	N
	73708	741-8060-431.43-20	Vehicles - O S & M	310.11	N
				<b>2,268.11</b>	
COUNTY OF L.A. DEPT OF PUBLIC WORKS	16010708229	221-8014-429.56-41	Contractual Srvc - Other	276.22	N
				<b>276.22</b>	
CREATIVE BUS SALES, INC.	1518812	748-8060-431.74-20	Vehicle Replacements	63,227.07	N
	1518813	748-8060-431.74-20	Vehicle Replacements	63,227.07	N
	1518814	748-8060-431.74-20	Vehicle Replacements	63,227.07	N
	1518815	748-8060-431.74-20	Vehicle Replacements	63,227.07	N
				<b>252,908.28</b>	
DAILY JOURNAL CORPORATION	B2783401	111-0110-411.61-20	Dept Supplies & Expense	69.30	N
	B2788530	111-0110-411.61-20	Dept Supplies & Expense	77.70	N

**City OF HUNTINGTON PARK  
DEMAND REGISTER  
02-16-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
DAILY JOURNAL CORPORATION	B2783401	111-1010-411.54-00	Advertising & Publication	69.30	N
	B2788530	111-1010-411.54-00	Advertising & Publication	77.70	N
	B2784850	111-4010-431.54-00	Advertising & Publication	50.40	N
	B2784931	111-4010-431.54-00	Advertising & Publication	50.40	N
	B2790075	111-4010-431.54-00	Advertising & Publication	50.40	N
	B2790077	111-4010-431.54-00	Advertising & Publication	50.40	N
	B2789756	111-5010-419.54-00	Advertising & Publication	75.60	N
	B2790822	111-5010-419.54-00	Advertising & Publication	205.80	N
	B2795061	111-5010-419.54-00	Advertising & Publication	84.00	N
	B2772313	111-3013-415.54-00	Advertising & Publication	742.14	N
	B2759562	111-0123-413.54-00	Advertising & Publication	79.80	N
	B2787549	239-5040-463.57-30	HCDA Grant/Rebate	4,697.75	N
	B2788617	239-5060-463.54-00	Advertising & Publication	138.60	N
	B2822415	246-5098-463.61-20	Dept Supplies & Expense	529.20	N
				<b>7,048.49</b>	
DANIEL FARIAS	56772/57064	111-0000-228.20-00	Deposit Refund	150.00	N
	56772/57064	111-0000-347.70-00	Deposit Refund	280.00	N
				<b>430.00</b>	
DAPPER TIRE CO.	42752695	741-8060-431.43-20	Vehicles - O S & M	465.55	N
	42752074	741-8060-431.43-20	Vehicles - O S & M	1,063.91	N
				<b>1,529.46</b>	
DATA TICKET INC.	67470	111-7065-441.56-41	Contractual Svc - Other	714.00	N
				<b>714.00</b>	
DE LAGE LANDEN	48837361	111-0110-411.43-05	Office Equip - O S & M	64.05	N
	48837361	111-0210-413.43-05	Office Equip - O S & M	64.05	N
				<b>128.10</b>	
DEPARTMENT OF TOXIC SUBSTANCES CTR	LOA19079	275-9750-465.75-50	Land Sale Costs	6,482.19	Y
				<b>6,482.19</b>	
DF POLYGRAPH	2016-1	111-7010-421.56-41	Contract/Other	525.00	N
				<b>525.00</b>	
DOOLEY ENTERPRISES, INC.	52253	225-7120-421.74-10	Equipment	3,523.50	N
				<b>3,523.50</b>	

**City OF HUNTINGTON PARK  
DEMAND REGISTER  
02-16-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
ESTELA RAMIREZ	56528/56802	111-6060-466.33-20	Contractual Srv Class	249.60	N
				<b>249.60</b>	
EXPERT ROOTER	92070	111-7020-421.43-10	Buildings - O S & M	198.00	N
	92203	111-6022-451.43-10	Buildings - O S & M	264.00	N
				<b>462.00</b>	
F&A FEDERAL CREDIT UNION	PPE 1-31-2016	802-0000-217.60-40	Credit Union	16,056.50	Y
				<b>16,056.50</b>	
FACTORY MOTOR PARTS CO.	64-Z03105	741-8060-431.43-20	Vehicles - O S & M	594.06	N
	64-Z03104	741-8060-431.43-20	Vehicles - O S & M	-395.09	N
	12-2078886	741-8060-431.43-20	Vehicles - O S & M	-13.78	N
	12-2069781	741-8060-431.43-20	Vehicles - O S & M	141.04	N
	12-2094392	741-8060-431.43-20	Vehicles - O S & M	247.19	N
	12-2077533	741-8060-431.43-20	Vehicles - O S & M	780.45	N
	12-2069389	741-8060-431.43-20	Vehicles - O S & M	216.59	N
	12-2093931	741-8060-431.43-20	Vehicles - O S & M	160.61	N
	12-2077526	741-8060-431.43-20	Vehicles - O S & M	214.64	N
				<b>1,945.71</b>	
FEDEX	5-297-08406	111-3010-415.61-20	Dept Supplies & Expense	31.27	N
				<b>31.27</b>	
FERGUSON ENTERPRISES INC	2849680	111-8022-419.43-10	Buildings - O S & M	228.78	N
				<b>228.78</b>	
FOUNTAIN SERVICES INC	8810	111-8022-419.43-10	Buildings - O S & M	365.00	N
				<b>365.00</b>	
GARDA CL WEST, INC.	10178632	111-9010-419.33-10	Bank Services	677.29	N
				<b>677.29</b>	
GERALD M. CHAVARRIA	56555/56652	111-6060-466.33-20	Contractual Srv Class	169.60	N
				<b>169.60</b>	
GERARDO A. MARTINEZ	HP-A01	111-6020-451.56-41	Contractual Svc - Other	200.00	N
				<b>200.00</b>	
GLOBALSTAR USA	10000000707581	111-7010-421.61-20	Dept Supplies & Expense	53.38	N
				<b>53.38</b>	

**City OF HUNTINGTON PARK  
DEMAND REGISTER  
02-16-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
GRACIELA LOPEZ	1880868	745-9031-413.52-30	Ins - Benefits Active EEs	6,667.00	N
				<b>6,667.00</b>	
GRAINGER	9005089694	111-6022-451.43-10	Buildings - O S & M	75.01	N
	9004303831	111-8022-419.43-10	Buildings - O S & M	342.64	N
	9931922984	111-8022-419.43-10	Buildings - O S & M	236.95	N
				<b>654.60</b>	
GRANICUS	69191	111-1010-411.56-41	Contractual Srvc - Other	3,736.25	N
	69192	111-1010-411.56-41	Contractual Srvc - Other	4,550.00	N
				<b>8,286.25</b>	
HDL COREN & CONE	0022319-IN	111-9010-419.56-41	Contractual Srvc - Other	1,787.50	N
				<b>1,787.50</b>	
HOME DEPOT - PD	7083528	111-7010-421.61-20	Dept Supplies & Expense	40.08	N
				<b>40.08</b>	
HOME DEPOT - PUBLIC WORKS	1263861	535-8016-431.61-45	Street Lighting Supplies	49.90	N
	7263790	535-8016-431.61-45	Street Lighting Supplies	9.12	N
				<b>59.02</b>	
HOME DEPOT U.S.A. INC.	1/1/15-6/30/15	111-3010-465.56-32	Sales Tax Rebate/Home Dep	102,487.00	N
				<b>102,487.00</b>	
HUNTINGTON BEACH HONDA	16000467	225-7120-421.74-10	Equipment	377.99	N
				<b>377.99</b>	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 1-31-2016	802-0000-217.60-10	Association Dues	50.00	Y
				<b>50.00</b>	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 1-31-2016	802-0000-217.60-10	Association Dues	4,103.71	Y
				<b>4,103.71</b>	
IMPACT TIRE SERVICE	5521	741-8060-431.43-20	Vehicles - O S & M	25.00	N
	5513	741-8060-431.43-20	Vehicles - O S & M	168.00	N
				<b>193.00</b>	
INTER VALLEY POOL SUPPLY, INC	83309	681-8030-461.41-00	Water Purchase/Resource	242.99	N
	83406	681-8030-461.41-00	Water Purchase/Resource	243.96	N
	83405	681-8030-461.41-00	Water Purchase/Resource	373.56	N
				<b>860.51</b>	

**City OF HUNTINGTON PARK  
DEMAND REGISTER  
02-16-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
JCL TRAFFIC	83374	221-8012-429.61-20	Dept Supplies & Expense	1,143.19	N
	82936	221-8012-429.61-20	Dept Supplies & Expense	749.27	N
				<b>1,892.46</b>	
JDS TANK TESTING & REPAIR INC	8372	741-8060-431.43-20	Vehicles - O S & M	135.00	N
				<b>135.00</b>	
JERRY'S AUTO BODY, INC.	30022	741-8060-431.43-20	Vehicles - O S & M	1,991.18	N
				<b>1,991.18</b>	
JESSICA MONSIVAIS	HP-S0223	111-6030-451.33-90	Referee Services	88.00	N
				<b>88.00</b>	
JIMENEZ'S BRAKES & ALIGNMENTS INC	34720	741-8060-431.43-20	Vehicles - O S & M	45.00	N
				<b>45.00</b>	
JOSEPH B CAIN	HP-S0231	111-6030-451.33-90	Referee Services	88.00	N
				<b>88.00</b>	
KEYSTONE UNIFORM DEPOT	073680	111-7010-421.61-20	Dept Supplies & Expense	1,263.20	N
	073786	111-7010-421.61-20	Dept Supplies & Expense	726.49	N
				<b>1,989.69</b>	
KONICA MINOLTA PREMIER FINANCE	296803018	111-7040-421.44-10	Rent (Incl Equip Rental)	1,258.16	N
				<b>1,258.16</b>	
KURT J. CAMP	HP00081	111-7030-421.56-41	Contract/Other	550.00	N
				<b>550.00</b>	
LACMTA	800062701	219-0250-431.58-50	Bus Passes	3,620.00	N
				<b>3,620.00</b>	
LAN WAN ENTERPRISE, INC	54278	111-8020-431.43-05	Office Equip - O S & M	1,434.19	N
	54356	111-9010-419.43-15	Financial Systems	7,000.00	N
	54299	229-7010-421.74-10	Equipment	1,797.93	N
	54241	246-5098-463.61-20	Dept Supplies & Expense	452.48	N
				<b>10,684.60</b>	
LAW OFFICES OF KEITH SIMPSON	1880868	745-9031-413.52-30	Ins - Benefits Active EEs	3,333.00	N
				<b>3,333.00</b>	
LAW OFFICES OF LOUIS BERMEO	1885950	745-9031-413.52-30	Ins - Benefits Active EEs	12,595.00	N
	1885950	745-9031-413.52-30	Ins - Benefits Active EEs	6,000.00	N

**City OF HUNTINGTON PARK  
DEMAND REGISTER  
02-16-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
LAW OFFICES OF LOUIS BERMEO	1885950	745-9031-413.52-30	Ins - Benefits Active EEs	7,000.00	N
	1885950	745-9031-413.52-30	Ins - Benefits Active EEs	7,000.00	N
	1885950	745-9031-413.52-30	Ins - Benefits Active EEs	5,500.00	N
				<b>38,095.00</b>	
LAW OFFICES OF LUIS BERMEO	1885950	745-9031-413.52-30	Ins - Benefits Active EEs	3,126.63	N
				<b>3,126.63</b>	
LAWRENCE, BEACH, ALLEN & CHOI,PC	51423	745-9031-413.32-70	Contractual Srv Legal	2,776.02	N
				<b>2,776.02</b>	
LB JOHNSON HARDWARE CO #1	678765	111-7020-421.43-10	Buildings - O S & M	48.98	N
	678803	111-7020-421.43-10	Buildings - O S & M	186.01	N
	678677	111-8020-431.43-10	Buildings - O S & M	8.71	N
	679336	111-6022-451.43-10	Buildings - O S & M	41.37	N
	679015	535-6090-452.61-20	Dept Supplies & Expense	20.69	N
	678876	535-6090-452.61-20	Dept Supplies & Expense	29.40	N
				<b>335.16</b>	
LINGO INDUSTRIAL ELECTRONICS	32305	221-8014-429.61-20	Dept Supplies & Expense	1,733.10	N
	32309	221-8014-429.61-20	Dept Supplies & Expense	1,068.20	N
				<b>2,801.30</b>	
LOCAL GOVERNMENT COMMISSION	629-05	201-5010-463.56-41	Contractual Srv - Other	22,359.82	N
	629-06	201-5010-463.56-41	Contractual Srv - Other	16,257.36	N
	629-07	201-5010-463.56-41	Contractual Srv - Other	10,559.43	N
				<b>49,176.61</b>	
LOGAN SUPPLY COMPANY, INC.	86340	221-8014-429.61-20	Dept Supplies & Expense	21.44	N
	86368	111-8020-431.43-10	Buildings - O S & M	19.46	N
	86610	111-6022-451.43-10	Buildings - O S & M	37.70	N
	86451	111-8022-419.43-10	Buildings - O S & M	32.37	N
				<b>110.97</b>	
LORRAINE MENDEZ & ASSOCIATES, LLC	0226	239-5060-463.56-41	Contractual Srv - Other	6,238.48	N
	0226	242-5060-463.56-41	Contractual Srv - Other	478.03	N
	225	242-5098-463.73-15	Improvement Affrdbble Hsng	660.00	N
				<b>7,376.51</b>	

**City OF HUNTINGTON PARK**  
**DEMAND REGISTER**  
**02-16-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
LYNN'S AUTO AIR, INC.	112382	741-8060-431.43-20	Vehicles - O S & M	415.29	N
				<b>415.29</b>	
MALADY TRUCK PARTS INC.	123189	741-8060-431.43-20	Vehicles - O S & M	418.83	N
				<b>418.83</b>	
MANUEL PRIETO	56589/56642	111-6060-466.33-20	Contractual Srv Class	243.20	N
				<b>243.20</b>	
MARK MORENO	HP-S0232	111-6030-451.33-90	Referee Services	88.00	N
				<b>88.00</b>	
MILTON MONTERROZA	55311/56926	111-0000-228.20-00	Deposit Refund	500.00	N
	55311/56926	111-0000-347.30-00	Deposit Refund	250.00	N
				<b>750.00</b>	
MUJERES DE LA TIERRA	242	111-6020-451.56-41	Contractual Srv - Other	1,750.00	N
				<b>1,750.00</b>	
NATION WIDE RETIREMENT SOLUTIONS	PPE 1-31-2016	802-0000-217.40-10	Deferred Compensation	18,288.91	Y
				<b>18,288.91</b>	
NEW CHEF FASHION INC.	814663	111-7010-421.61-20	Dept Supplies & Expense	163.47	N
	815893	239-5055-419.61-20	Dept Supplies & Expense	78.48	N
				<b>241.95</b>	
NIXON-EGLI EQUIPMENT CO	W02477	741-8060-431.43-20	Vehicles - O S & M	1,561.90	N
				<b>1,561.90</b>	
NORMA URENA	56579/56733	111-6060-466.33-20	Contractual Srv Class	134.40	N
				<b>134.40</b>	
O'REILLY AUTO PARTS	2959-438522	741-8060-431.43-20	Vehicles - O S & M	228.90	N
	2959-440515	741-8060-431.43-20	Vehicles - O S & M	58.16	N
	2959-457604	741-8060-431.43-20	Vehicles - O S & M	10.89	N
	2959-440905	741-8060-431.43-20	Vehicles - O S & M	37.45	N
	2959-441310	741-8060-431.43-20	Vehicles - O S & M	121.92	N
	2959-442924	741-8060-431.43-20	Vehicles - O S & M	50.12	N
	2959-443116	741-8060-431.43-20	Vehicles - O S & M	127.53	N
	2959-443746	741-8060-431.43-20	Vehicles - O S & M	35.61	N

**City OF HUNTINGTON PARK  
DEMAND REGISTER  
02-16-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
O'REILLY AUTO PARTS	2959-443781	741-8060-431.43-20	Vehicles - O S & M	52.33	N
	2959-445891	741-8060-431.43-20	Vehicles - O S & M	143.79	N
	2959-445903	741-8060-431.43-20	Vehicles - O S & M	21.14	N
	2959-445769	741-8060-431.43-20	Vehicles - O S & M	56.12	N
	2959-446200	741-8060-431.43-20	Vehicles - O S & M	90.49	N
	2959-446140	741-8060-431.43-20	Vehicles - O S & M	16.43	N
	2959-446472	741-8060-431.43-20	Vehicles - O S & M	84.39	N
	2959-447430	741-8060-431.43-20	Vehicles - O S & M	8.71	N
	2959-449831	741-8060-431.43-20	Vehicles - O S & M	62.51	N
	2959-453615	741-8060-431.43-20	Vehicles - O S & M	13.07	N
	2959-453391	741-8060-431.43-20	Vehicles - O S & M	109.64	N
	2959-455370	741-8060-431.43-20	Vehicles - O S & M	117.71	N
	2959-544494	741-8060-431.43-20	Vehicles - O S & M	157.47	N
	2959-455907	741-8060-431.43-20	Vehicles - O S & M	253.97	N
	2959-456009	741-8060-431.43-20	Vehicles - O S & M	21.35	N
	2959-456059	741-8060-431.43-20	Vehicles - O S & M	20.26	N
	2959-458189	741-8060-431.43-20	Vehicles - O S & M	58.70	N
2959-458642	741-8060-431.43-20	Vehicles - O S & M	17.42	N	
				<b>1,976.08</b>	
OK PRINTING DESIGN & DIGITAL PRINT	138	246-5098-463.61-20	Dept Supplies & Expense	83.60	N
				<b>83.60</b>	
OLIVIER & DOYLE BODY SHOP	11236	741-8060-431.43-20	Vehicles - O S & M	527.56	N
	11217	741-8060-431.43-20	Vehicles - O S & M	1,286.83	N
				<b>1,814.39</b>	
PACIFIC ALTERNATORS	6247	741-8060-431.43-20	Vehicles - O S & M	163.50	N
				<b>163.50</b>	
PARAMOUNT ICELAND INC.	56434/56613	111-6060-466.33-20	Contractual Srv Class	153.60	N
	56489/56651	111-6060-466.33-20	Contractual Srv Class	230.40	N
				<b>384.00</b>	
PARKHOUSE TIRE, INC.	1010481949	741-8060-431.43-20	Vehicles - O S & M	1,016.47	N
				<b>1,016.47</b>	

**City OF HUNTINGTON PARK  
DEMAND REGISTER  
02-16-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
PENSKE CHEVROLET	189669	741-8060-431.43-20	Vehicles - O S & M	50.77	N
	190028	741-8060-431.43-20	Vehicles - O S & M	70.16	N
				<b>120.93</b>	
PIRTEK COMMERCE SOUTH	S2217098.001	741-8060-431.43-20	Vehicles - O S & M	451.15	N
				<b>451.15</b>	
PIXEL BOX GRAPHICS LLC	5674	111-0210-413.61-20	Dept Supplies & Expense	720.00	N
				<b>720.00</b>	
PRO FORCE LAW ENFORCEMENT	263261	111-7010-421.61-20	Dept Supplies & Expense	726.67	N
	262387	227-7113-421.74-10	Equipment	17,623.54	N
	263261	233-7010-421.74-10	Equipment	726.67	N
				<b>19,076.88</b>	
PRUDENTIAL OVERALL SUPPLY	50826592	111-6010-451.56-41	Contractual Svc - Other	42.43	N
	50826593	111-6010-451.56-41	Contractual Svc - Other	78.57	N
				<b>121.00</b>	
PSYCHOLOGICAL CONSULTING ASSOC, INC	521870	111-7010-421.56-41	Contract/Other	400.00	N
				<b>400.00</b>	
R & R INDUSTRIES, INC.	487324	111-8010-431.61-21	Materials	1,999.00	N
				<b>1,999.00</b>	
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0331421-IN	111-8020-431.43-10	Buildings - O S & M	163.51	N
				<b>163.51</b>	
RAUL OSORIO	51440/56365	111-0000-228.20-00	Deposit Refund	150.00	N
				<b>150.00</b>	
REUBEN PACHECO	HP-S0234	111-6030-451.33-90	Referee Services	88.00	N
				<b>88.00</b>	
RICOH USA, INC.	5040063473	111-6010-451.56-41	Contractual Svc - Other	111.25	N
				<b>111.25</b>	
RIO HONDO COLLEGE	1516-RANGE-HUNT	111-7010-421.56-41	Contract/Other	600.00	N
				<b>600.00</b>	
RUTAN & TUCKER, LLP	736940	681-8030-461.32-70	Contractual Legal	5,700.00	N
				<b>5,700.00</b>	

**City OF HUNTINGTON PARK  
DEMAND REGISTER  
02-16-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
SANTA FE BUILDING MAINTENANCE	14577	111-6020-451.56-41	Contractual Srvc - Other	505.00	N
	14573	111-7020-421.56-41	Contract/Other	5,094.61	N
	14573	111-8020-431.56-41	Contractual Srvc - Other	1,030.10	N
	14573	111-6022-451.56-41	Contractual Srvc - Other	8,112.51	N
	14573	111-8022-419.56-41	Contractual Srvc - Other	3,782.99	N
				<b>18,525.21</b>	
SERGIO ZARAGOZA	HP-S0230	111-6030-451.33-90	Referee Services	88.00	N
				<b>88.00</b>	
SEVERN TRENT ENVIRONMENTAL SERVICES	STES 2082259	681-8030-461.73-31	Water-New Services	17,058.00	N
				<b>17,058.00</b>	
SINALOA AUTO GLASS	533	741-8060-431.43-20	Vehicles - O S & M	35.00	N
				<b>35.00</b>	
SMART & FINAL	105277	111-6020-451.61-35	Recreation Supplies	138.03	N
				<b>138.03</b>	
SMITH FASTENER	60142	221-8012-429.61-20	Dept Supplies & Expense	43.60	N
	60017	221-8012-429.61-20	Dept Supplies & Expense	82.14	N
				<b>125.74</b>	
SOUTHERN CALIFORNIA EDISON	11/19-1/6/16	535-8016-431.62-10	Heat Light Water & Power	17,797.84	N
	12/28-1/27/16	535-8016-431.62-10	Heat Light Water & Power	43.85	N
	12/18-1/20/16	111-8020-431.62-10	Heat Light Water & Power	1,108.22	N
	12/1/15-1/11/16	111-6022-451.62-10	Heat Light Water & Power	4,385.52	N
	12/8/15-1/23/16	111-8022-419.62-10	Heat Light Water & Power	775.50	N
	12/1/15-1/11/16	111-8022-419.62-10	Heat Light Water & Power	995.47	N
	11/19-1/6/16	681-8030-461.62-20	Power Gas & Lubricants	7,357.45	N
	12/1/15-1/11/16	681-8030-461.62-20	Power Gas & Lubricants	5,491.23	N
				<b>37,955.08</b>	
SOUTHERN CALIFORNIA MUNICIPAL	4147	111-6010-451.59-15	Professional Development	310.00	N
				<b>310.00</b>	

**City OF HUNTINGTON PARK**  
**DEMAND REGISTER**  
**02-16-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
SPARKLETTS	15010561 011616	111-5010-419.61-20	Dept Supplies & Expense	15.05	N
	15010561 011616	111-5010-419.61-20	Dept Supplies & Expense	3.96	N
	15010561 011616	239-5035-465.61-20	Dept Supplies & Expense	9.99	N
	15010561 011616	239-5040-463.61-20	Dept Supplies & Expense	3.98	N
	15010561 011616	242-5060-463.61-20	Dept Supplies & Expense	10.13	N
				<b>43.11</b>	
STANDARD INSURANCE COMPANY	2/1/2016	802-0000-217.50-70	Life, ADD, LT Disability	7,309.41	N
	01/19/2016	802-0000-217.50-70	Life, ADD, LT Disability	1,976.33	N
				<b>9,285.74</b>	
STEAMX, LLC	39539	741-8060-431.43-20	Vehicles - O S & M	863.02	N
				<b>863.02</b>	
SUNGARD PUBLIC SECTOR INC.	113932	111-9010-419.43-15	Financial Systems	10,646.57	N
				<b>10,646.57</b>	
SUSAN CRUM	2/2/2016	111-0210-413.61-20	Dept Supplies & Expense	77.48	N
				<b>77.48</b>	
TELEPACIFIC COMMUNICATIONS	74669566-0	111-9010-419.53-10	Telephone & Wireless	1,407.74	N
				<b>1,407.74</b>	
THE GAS COMPANY	01/19/2016	111-7020-421.62-10	Heat Light Water & Power	731.66	N
	01/19/2016	111-8020-431.62-10	Heat Light Water & Power	865.41	N
	01/19/2016	111-6022-451.62-10	Heat Light Water & Power	823.86	N
	01/19/2016	111-8022-419.62-10	Heat Light Water & Power	509.02	N
	01/19/2016	681-8030-461.62-20	Power Gas & Lubricants	52.24	N
				<b>2,982.19</b>	
TOMARK SPORTS	97074861	535-6090-452.61-20	Dept Supplies & Expense	86.33	N
				<b>86.33</b>	
TRANSTECH ENGINEERS, INC.	15123007	222-4010-431.73-10	Improvements	90.00	N
	15123025	222-4010-431.73-10	Improvements	90.00	N
				<b>180.00</b>	
TRIMMING LAND CO INC	3078	535-6090-452.56-60	Contract Landscape Labor	5,509.00	N
				<b>5,509.00</b>	

**City OF HUNTINGTON PARK**  
**DEMAND REGISTER**  
**02-16-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
U.S. BANK	PPE 1-31-2016	802-0000-217.30-20	PARS	2,137.44	Y
	PPE 1-31-2016	802-0000-217.30-20	PARS	2,521.67	Y
	PPE 1-31-2016	802-0000-218.10-05	PARS EMPLOYER	8,156.40	Y
	PPE 1-31-2016	802-0000-218.10-05	PARS EMPLOYER	3,275.00	Y
				<b>16,090.51</b>	
U.S. HEALTH WORKS	2842051-CA	111-0230-413.56-41	Contractual Srvc - Other	1,106.00	N
	2845545-CA	111-0230-413.56-41	Contractual Srvc - Other	242.00	N
				<b>1,348.00</b>	
ULTIMATE OFFICE INC	U-IV17054	111-7040-421.61-33	Dept Supplies Prop Evidnc	198.95	N
	U-IV17078	111-7040-421.61-33	Dept Supplies Prop Evidnc	414.00	N
				<b>612.95</b>	
UNIFIED NUTRIMEALS	1691	111-6055-451.57-42	Youth Nutrition Program	1,156.00	N
				<b>1,156.00</b>	
UNITED ROCK PRODUCTS	639147	111-8010-431.61-21	Materials	699.44	N
				<b>699.44</b>	
UNITED WAY OF GREATER	PPE 1-31-2016	802-0000-217.60-20	United Way	5.00	N
				<b>5.00</b>	
US BANK CORPORATE TRUST SERVICES	MARCH 2016	111-9010-419.56-41	Contractual Srvc - Other	159,405.03	Y
	MARCH 2016	231-9025-415.80-20	Principal Bond - Park Sys	110,455.60	Y
	MARCH 2016	231-9025-415.81-10	Interest Expense/Bonds	3,846.23	Y
	MARCH 2016	275-9740-465.80-31	Principle	996,929.50	Y
				<b>1,270,636.36</b>	
VERIZON WIRELESS	9758986488	111-0210-413.53-10	Cell Phone Allowance	230.13	N
				<b>230.13</b>	
VULCAN MATERIALS COMPANY	70996864	111-8010-431.61-21	Materials	80.31	N
	70996865	111-8010-431.61-21	Materials	79.57	N
	70978530	111-8010-431.61-21	Materials	79.57	N
	70978531	111-8010-431.61-21	Materials	78.83	N
	70982406	111-8010-431.61-21	Materials	79.57	N
	70980516	111-8010-431.61-21	Materials	249.68	N
	70985236	111-8010-431.61-21	Materials	78.83	N
	70985235	111-8010-431.61-21	Materials	505.15	N
				<b>1,231.51</b>	

**City OF HUNTINGTON PARK  
DEMAND REGISTER  
02-16-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
WALTERS WHOLESALE ELECTRIC COMPANY	2004896-01	535-8016-431.61-45	Street Lighting Supplies	176.53	N
				<b>176.53</b>	
WATER REPLENISHMENT DISTRICT OF	12/31/2015	681-8030-461.41-00	Water Purchase/Resource	57,553.71	N
				<b>57,553.71</b>	
WELLS FARGO	01/07/16	111-0110-411.53-10	Cell Phone Allowance	22.90	N
	2474455	111-0110-411.66-05	Council Meeting Expenses	85.00	N
	01/07/16	111-0210-413.53-10	Cell Phone Allowance	12.58	N
	2422443	111-0210-413.61-20	Dept Supplies & Expense	73.96	N
				<b>194.44</b>	
WELLS FARGO BANK-FIT	PPE 1-31-2016	802-0000-217.20-10	Federal W/Holding	54,164.21	Y
				<b>54,164.21</b>	
WELLS FARGO BANK-SIT	PPE 1-31-2016	802-0000-217.20-20	State W/Holding	17,514.09	Y
				<b>17,514.09</b>	
WELLS FARGO BANK-MEDICARE	PPE 1-31-2016	802-0000-217.10-10	Medicare	7,142.29	Y
				<b>7,142.29</b>	
WESTERN EXTERMINATOR COMPANY	3820513	111-8020-431.56-41	Contractual Srvc - Other	64.50	N
	3820513	111-6022-451.56-41	Contractual Srvc - Other	88.50	N
	3820513	111-8022-419.56-41	Contractual Srvc - Other	47.00	N
	3820513	535-6090-452.56-60	Contract Landscape Labor	134.00	N
				<b>334.00</b>	
XEROX CORPORATION	083251379	111-8020-431.43-05	Office Equip - O S & M	93.72	N
	083251380	111-7030-421.44-10	Rent (Incl Equip Rental)	465.80	N
	083251379	681-8030-461.43-05	Office Equip - O S & M	93.73	N
	083251379	285-8050-432.43-05	Office Equip - O S & M	93.72	N
				<b>746.97</b>	
XPRESS FLEETWASH LLC	5791	741-8060-431.43-20	Vehicles - O S & M	1,148.00	N
				<b>1,148.00</b>	
YAIID MORENO	HP-S0233	111-6030-451.33-90	Referee Services	264.00	N
				<b>264.00</b>	
				<b>2,468,653.19</b>	



# CITY OF HUNTINGTON PARK

Office of the City Manager  
City Council Agenda Report

February 16, 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:

## **RECONSIDERATION OF CITY COUNCIL ACTION TAKEN DECEMBER 23, 2015 RELATIVE TO THE TERMINATION OF HP TOW AND RELATED ACTIONS**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. For the reasons set forth below, rescind the actions taken by the City Council at its Special City Council meeting dated December 23, 2015, relative to the termination of the HP Tow contract and agreements for service with the City of Huntington Park;
2. Approve termination of agreement(s) with HP Tow consistent with the requirements of the existing agreements between the City and HP Tow and/or applicable law;
3. Authorize the City Manager and/or Chief of Police to issue a Notice of Termination to HP Tow; and
4. Authorize the City Manager and Chief of Police to prepare a Request for Proposals (RFP) for Towing and Vehicle Storage Services.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On December 23, 2015, the City Council considered an agenda report which provided certain recommendations relative to the current contract and agreements for service with HP Tow for City police department towing services. On December 22, 2015, the City Clerk posted a Notice of Special Meeting ("Notice") at least 24 hours in advance of the 8:30 a.m. start time of the December 23, 2015 Special Council Meeting as required by Government Code section 54956. A separate Agenda ("Agenda") of the business to be transacted at the Special City Council Meeting was also posted by the City Clerk at least 24 hours in advance of the 8:30 a.m. start time of the December 23, 2015 Special Council Meeting. When both the Notice and Agenda are read in concert, the City Clerk

# **RECONSIDERATION OF CITY COUNCIL ACTION TAKEN DECEMBER 23, 2015 RELATIVE TO THE TERMINATION OF HP TOW AND RELATED ACTIONS**

February 16, 2016

Page 2 of 3

substantially complied with the posting requirements of the Brown Act and the City Council took action consistent with the requirements of the Government Code.

The City received a correspondence from the attorneys for HP Tow alleging that the posting that took place on December 22, 2015 did not meet the requirements of Government Code section 54956. While it is the view of the City Attorney's office and the office of the City Clerk, that the actions of the City Clerk in posting the Notice and the Agenda in the manner that was accomplished substantially complied with the requirements of the Brown Act, the recommendation to the City Council is that action be taken to rescind the decisions voted on by the City Council relative to HP Tow. This will avoid further legal action based upon an alleged Brown Act non-compliance.

Once the City Council considers rescinding the actions taken at the December 23, 2015 Special City Council meeting, the City Council can consider taking appropriate action relative to the current contracts and agreements with HP Tow.

It is important to note that since the December 23, 2015, City Council action, circumstances have come to light that the FBI is currently investigating HP Tow and its owners/representatives and a City elected official involving alleged wrongful and unlawful conduct in attempting to secure support for the most recent HP Tow contract.

The City has used HP Tow for vehicle towing and storage services since at least March 1, 1975 when both parties entered into an agreement for one year. The agreement has been amended and extended numerous times over the years to provide for rate increases for towed vehicles for the benefit of HP Tow. Most recently, HP Tow and the City entered into an amendment to existing agreements on June 1, 2009, wherein the agreement was once again amended and extended to June 30, 2022, along with other changes which benefited HP Tow.

Under certain conditions, the City can provide HP Tow with notice that it intends to cancel the agreement in 90 days per the terms of the contract. Other applicable law exists which impacts the validity of the HP Tow contract. The City Administrator and Chief of Police believe that it is still in the best interest of the City to provide notice to HP Tow and to articulate the reasons justifying termination. In addition, City staff is seeking approval once again to issue a competitive RFP for towing and vehicle storage services.

## **FISCAL IMPACT/FINANCING**

Staff expects minimal financial impact and potentially a positive fiscal impact from an RFP and a competitive bidding process for towing and vehicle storage services.

**RECONSIDERATION OF CITY COUNCIL ACTION TAKEN DECEMBER 23, 2015  
RELATIVE TO THE TERMINATION OF HP TOW AND RELATED ACTIONS**

February 16, 2016

Page 3 of 3

**CONCLUSION**

Upon approval, the City Manager will provide written notice of termination to HP Tow and will issue a Request for Proposals for towing and vehicle storage services.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager

*/s/ Arnold M. Alvarez-Glasman*

ARNOLD M. ALVAREZ-GLASMAN  
City Attorney

**ATTACHMENTS**

- A: HP Tow Contract
- B: HP Tow Amendment 1
- C: HP Tow Amendment 2

**AMENDED AND RESTATED AGREEMENT FOR FURNISHING OF  
TOWING AND STORAGE SERVICE AND DESIGNATION AS AN  
OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK**

THIS AMENDED AND RESTATED AGREEMENT FOR FURNISHING OF TOWING AND STORAGE SERVICE AND DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK ("Amended and Restated Agreement"), is entered into as of June 1, 2009, by and between the City of Huntington Park, a municipal corporation ("CITY"), and Huntington Park Tow Service ("TOW SERVICE"), with reference to the following:

**RECITALS**

**WHEREAS**, CITY and TOW SERVICE are parties to that certain Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 4, 1999, as amended by that certain Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 2, 2000, as amended by that certain Second Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of November 4, 2002, as amended by that certain Third Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated November 17, 2003, as amended by that certain Fourth Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated April 4, 2004, as amended by that certain Fifth Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated October 1, 2007, as amended by that certain Sixth Amendment to Agreement for Furnishing of Towing and Storage Services and Designation as an Official Police Garage for the City of Huntington Park, dated December 17, 2007 (collectively, the "Agreement"), pursuant to which CITY designated TOW SERVICE as the Official Police Garage for CITY and TOW SERVICE agreed to provide services to CITY in the forms of towing, impounding and storing of certain vehicles; and

**WHEREAS**, CITY and TOW SERVICE now desire to amend the term of the Agreement and to clarify and unify the terms of the Agreement collectively into this one cohesive document.

**NOW THEREFORE**, CITY and TOW SERVICE hereby agree as follows:

**SECTION 1:** The Agreement for Furnishing of Towing and Storage Services and Designation as an Official Police Garage for the City of Huntington Park, and all Amendments thereto numbered one through six collectively, attached hereto as exhibits to this Amended and Restated Agreement shall be unified into one cohesive document, as the Amended and Restated Agreement for Furnishing of Towing and Storage Services and Designation as an Official Police Garage for the City of Huntington Park. The Amended provisions contained in each of the six

Amendments attached hereto shall control over and supplant the inconsistent terms of the prior in order to cohesively form a unified agreement.

**SECTION 2: Time Period.** Paragraph 2 of the Agreement is hereby amended and shall now read as follows:

**2. TIME PERIOD**

The term of the Agreement shall extend to June 30, 2022, and thereafter continue on a month to month basis, unless terminated by a party to this Agreement pursuant to the terms of the Agreement. During this period, TOW SERVICE shall be the exclusive towing service provider for light, medium, and heavy duty towing for CITY.

**SECTION 3: Availability of Trucks.** Paragraph 10 of the Agreement is hereby amended and shall now read as follows:

**10. AVAILABILITY OF TRUCKS**

TOW SERVICE shall maintain three (3) tow trucks available 24 hours a day, 365 days per year dedicated exclusively to the CITY's needs. The TOW SERVICE will have two additional trucks available for the CITY's use with a response time averaging twenty (20) minutes for light and medium duty towing services, and thirty (30) minutes for heavy duty towing services.

**SECTION 4: Conditions for Termination.** Paragraph 16 of the Agreement is hereby amended and shall now read as follows:

**16. CONDITIONS FOR TERMINATION**

In the event of a violation of this Agreement by TOW SERVICE, with failure to correct such violation within ninety (90) days and to the satisfaction of the CITY, then CITY shall have the right to cancel this Agreement and revoke TOW SERVICE's designation as an Official Police Garage. Such cancellation shall not be made in a capricious manner.

**SECTION 5: Periodic Review of Services.** The following paragraph shall be added to and incorporated in the Agreement as paragraph 25, to provide for periodic review of services:

**25. PERIODIC REVIEW OF SERVICES**

The CITY shall have the right to periodically audit and conduct a performance review of services with TOW SERVICE upon the provision of thirty (30) days prior written notice to TOW SERVICE.

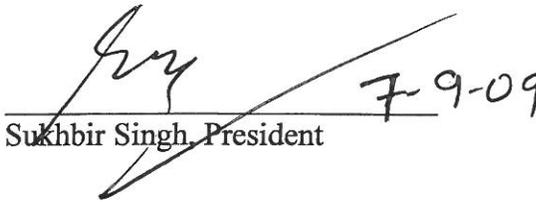
**SECTION 6: Effective Date.** The effective date of this Amended and Restated Agreement is June 1, 2009.

**SECTION 7: No Other Modification.** Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.

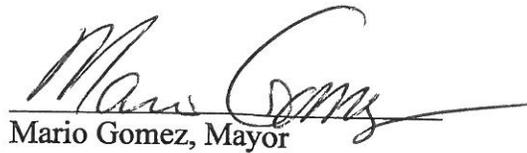
**SECTION 8: Counterparts.** This Amended and Restated Agreement may be executed in any number of counterparts, all of which shall constitute but one original.

**IN WITNESS WHEREOF,** the parties have executed this Amended and Restated Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park as of the day and year first above written.

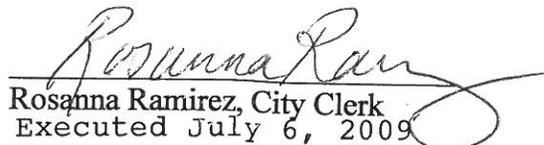
**TOW SERVICE:**  
HUNTINGTON PARK TOW SERVICE

  
Sukhbir Singh, President

**CITY:**  
CITY OF HUNTINGTON PARK

  
Mario Gomez, Mayor

**ATTEST:**

  
Rosanna Ramirez, City Clerk  
Executed July 6, 2009

**AGREEMENT FOR FURNISHING OF TOWING AND  
STORAGE SERVICE AND DESIGNATION AS AN  
OFFICIAL POLICE GARAGE FOR THE CITY OF  
HUNTINGTON PARK**

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of October, 1999, by and between the CITY OF HUNTINGTON PARK, a municipal corporation, hereinafter referred to as "CITY", and HUNTINGTON PARK TOW SERVICE, hereinafter referred to as "TOW SERVICE."

In consideration of the designation of the TOW SERVICE as the Official Police Garage for CITY, and for the use of TOW SERVICE's facilities in connection with the towing, impounding and storing of certain vehicles, it is agreed as follows:

1. DESIGNATION

CITY hereby designates TOW SERVICE as the Official Police Garage, during such time as this agreement remains in effect. CITY retains the right to designate a second tow company or companies as a back-up service. The back-up company shall only be used to supplement TOW SERVICE in those instances where tow service cannot completely service the CITY's needs or meet its obligations under this agreement.

2. TIME PERIOD

The term of this agreement is from October 4<sup>th</sup>, 1999 up to and including June 30, 2015, and thereafter from month to month unless cancelled by either party to his AGREEMENT.

3. RULES AND REGULATIONS

TOW SERVICE agrees to abide by and follow strictly the following rules and regulations:

- (a) TOW SERVICE shall be available on call twenty-four (24) hours per day, 7 days a week, 365 days a year.
- (b) All impounded vehicles shall be stored within a properly fenced and locked enclosure. An attendant in charge of the impounded vehicles shall be available at all times.
- (c) The TOW SERVICE shall agree not to perform any service or work upon any car in its possession without first obtaining the owner's signature or written order to perform such work. No contract or order for repairs on impounded

vehicles shall be given or entered into with the owner until the car has been released by the Police Department.

- (d) Each tow unit shall carry such forms as may be required by the Police Department for use by the Police Department in making a complete inventory of the contents of any vehicle that is to be removed from the street. The Police Department shall furnish said forms and shall prepare said inventory of contents.
- (e) Each tow unit shall be equipped as provided in Section 27700 of the Vehicle Code of the State of California.
- (f) The TOW SERVICE shall comply with all the provisions of the Vehicle Code of the State of California, particularly Sections 22700 through 22707 and 22850 through 22856 thereof, relative to the removal, storage and disposition of abandoned cars and the liens of garage men.
- (g) The CITY shall NOT be responsible for the towing and storage charges of any vehicle except when specifically acknowledged in writing by the Chief of Police or his authorized representative.
- (h) The undersigned agrees to hold harmless the CITY, its Council, Officers, Agents or Employees from any liability of whatsoever character arising out of or resulting from the performance of such towing and storage service.
- (i) Vehicles requiring special handling for investigation, i.e., fingerprints and photographing, shall be stored under a roof and safeguarded from unnecessary handling, and shall not be removed from such protection until released by the Police Department. TOW SERVICE will also make available office space and telephone access for police officers temporarily conducting investigations on-site.
- (j) TOW SERVICE shall be bound, and agrees to comply with such other rules and/or regulations as may be established by the Chief of Police of the CITY, and approved by the City Council. Such rules shall not be established in an arbitrary or capricious manner.

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4. RECORD/REPORT DUTIES

TOW SERVICE agrees to maintain the following records and make the following reports:

- (a) A file of all form CHP 126 as received from this department.
- (b) A bound log book of calls received from the Police Department as to:
  - (1) Time of receipt.
  - (2) Location of Call
  - (3) License Number, Make and Model of Vehicle
  - (4) Date of Release
  - (5) Person or firm to whom released
  - (6) Charges
- (c) TOW SERVICE shall advise Police Department of all vehicles stored or impounded by this department and not released after thirty (30) days by Make, License and Motor number, and shall comply with Section 10652 of the State of California Vehicle Code by notifying the Department of California Highway Patrol, Sacramento, California, by receipted mail. The Police Department shall make such reports as may be required by the Department of Justice concerning stored and impounded vehicles.

5. RELEASE VEHICLE PROCEDURES

TOW SERVICE agrees to release vehicle under the following procedures:

- (a) Stored Vehicles
  - (1) TOW SERVICE shall release stored vehicles upon presentation of proper identification and current registration.

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///  
///

(b) Impounded Vehicles

- (1) TOW SERVICE shall release impounded vehicles only upon presentation of a written release given by the Police Department.

(c) Inoperable Vehicles

- (1) TOW SERVICE agrees that no release of inoperable vehicles shall be made on the public street nor shall TOW SERVICE cause to be placed on said public property any vehicle being released. Any vehicle which is not in operating condition which is to be released to the owner or other party is to be released only conditioned upon proper transportation of said vehicle from the custody of the TOW SERVICE.

6. PARKING AND STORAGE OF VEHICLES

No parking or storage of towed vehicles will be allowed at any time on CITY streets or property.

7. EMPLOYEE STANDARDS

TOW SERVICE agrees to see that all its units and employees shall conduct their business in an orderly, ethical, businesslike manner and use every means to obtain and keep the confidence of the motoring public.

TOW SERVICE shall establish a regular mandatory drug and alcohol testing program.

8. LOCATION

Commencing on or before September 20, 2000, TOW SERVICE shall maintain its main location in the CITY for the remainder of this Agreement. It is the understanding of the parties that the TOW SERVICE will be negotiating a long term lease at 54<sup>th</sup> and Malabar. Such negotiations shall not affect TOW SERVICE's obligations under this section.

9. HOURS OF OPERATION

TOW SERVICE shall maintain regular business hours of 8:00 a.m. to 6:00 p.m. Monday to Friday, and 8:00 a.m. to 12:00 p.m. Saturday.

Stored vehicles shall be available for pickup during regular business hours after their registered owners have obtained and complied with all CITY paperwork. No vehicles will be released without such authority from the CITY, proof of vehicle ownership and photo identification.

10. AVAILABILITY OF TRUCKS

TOW SERVICE shall maintain three tow trucks available 24 hours a day, 365 days per year dedicated exclusively to the CITY's needs. The TOW SERVICE will have two additional tow trucks available for the CITY's use with a response time averaging 15 minutes.

11. CHECK POINT PARTICIPATION

TOW SERVICE shall provide any additional safety services the CITY requires. TOW SERVICE and its trucks will be available in safety checkpoints, public relations activities or other activities held by the CITY.

12. UNCONVENTIONAL TOWING

TOW SERVICE shall assist the CITY in all of its conventional and unconventional towing needs. TOW SERVICE shall maintain the capacity to tow unconventional vehicles such as shopping carts, ice cream vendor carts, junk cars and automobile parts by its regular combo or flat bed tow trucks. TOW SERVICE will place all CITY unconventional towing needs in the same top priority class as the CITY's conventional needs.

13. CLAIM AND BILL DISPUTES

Whenever there arises a dispute over a claim or bill of any nature involving a vehicle towed or impounded pursuant to CITY authority, and such dispute cannot be satisfactorily adjusted by the parties involved, TOW SERVICE shall abide by the decision of the Chief of Police of the Huntington Park Police Department, 6542 Miles Avenue, Huntington Park, California, who will have full power to settle any and all claims or disagreements, insofar as TOW SERVICE'S charges are involved and subject to approval of the other party.

14. RATES AND CHARGES

TOW SERVICE shall charge the registered owner of towed and impounded vehicles the following rates: \$85.00 per 1 tow(Tow); \$120.00 per 1 tow – Heavy Duty Vehicles (Gross Vehicle Weight over 26,000 lbs.); \$45.00 per hour labor rate, for services related to any tow.

TOW SERVICE may apply for an adjustment of the rates set forth herein by submitting an application to the CITY through the Chief of Police for rate review not more often than annually. The City Council will take action on the request as soon as reasonably possible and may approve or reject the application in its discretion.

TOW SERVICE shall make no payments for this contract and shall give no gifts to any of CITY's officers or employees.

15. CITY'S DESIGNATED REPRESENTATIVE

CITY hereby designates the Chief of Police as its representative for all matters in this Agreement except for any changes in rates or charges which shall be reserved to the City Council.

16. CONDITIONS FOR TERMINATION

In the event of a violation of this Agreement by TOW SERVICE, with failure to correct such violation within 30 days and to the satisfaction of the CITY, then CITY shall have the right to cancel this Agreement and revoke TOW SERVICE's designation as an Official Police Garage. Such cancellation shall not be made in a capricious manner.

19. EMERGENCY ASSISTANCE

TOW SERVICE shall provide emergency roadside assistance for the CITY's vehicles when necessary free of charge.

20. CONDITIONS FOR FEE/CHARGE WAIVER

TOW SERVICE shall not charge owners of vehicles that are towed or stored in error. In such occurrences, all fees and charges will be waived.

21. INDEMNIFICATION

TOW SERVICE shall indemnify, and hold harmless, the CITY and its officers, officials, employees, and volunteers, from any claim, demand, suit, damage, liability, loss, or expense, or any other damage whatever, including but not limited to death or injury to person or property damage, arising from, or in any way connected with, TOW SERVICE's duties herein, except where such damage is caused by the sole negligence, gross negligence, or willful misconduct by the CITY or its officers, officials, employees, or volunteers. The CITY shall have the right herein to select its own attorneys, except that such attorneys shall not charge more for

attorneys' fees than he or she customarily charges municipalities in handling such matters.

22. INSURANCE

TOW SERVICE, at its sole expense, and subject to the approval of the CITY, shall purchase and maintain throughout the term or extension of this Agreement, the following types and amounts of insurance:

- (a) Comprehensive general liability insurance with limits of not less than one million dollars (\$1,000,000), combined single limit for bodily injury, death and property damage, including coverage for contractual liability (including indemnification as stated in this Agreement), completed operations, and non-vehicle mobile equipment;
- (b) Vehicle Insurance with limits of not less than one million dollars (\$1,000,000), combined single limit for bodily injury, death and property damage, including therein all vehicles owned and non-owned by TOW SERVICE in the performance of its duties herein;
- (c) Garage keeper's liability insurance, with limits of not less than five hundred thousand dollars (\$500,000) for each occurrence combined single limit for loss or damage to vehicles in TOW SERVICE's care, custody or control caused by fire, explosion, theft, riot, civil commotion, malicious mischief, vandalism, or collision, with any deductible not more than one thousand dollars (\$1,000) for each occurrence, and coverage for non-vehicle property customarily left in the custody of a garage with a limit of five thousand dollars (\$5,000) per occurrence.
- (d) Worker's compensation insurance, including employer's liability, with limits of not less than one million dollars (\$1,000,000) for each accident, covering all employees of TOW SERVICE in the performance of this Agreement, to provide statutory benefits as required by California law. Said insurance policy shall be endorsed to provide that the insurer waives all right of subrogation against the CITY.

As to all the above insurance policies, they shall be endorsed to name the CITY, inclusive of its officers, officials, employees, and volunteers, as an additional insured. TOW SERVICE shall deliver the appropriate certificates of insurance to the CITY within ten (10) days of the execution of this Agreement, and before any services are performed under this Agreement by TOW SERVICE. All insurance policies called out in this

Agreement shall be endorsed to read that they shall not be cancelled during the term or extension of this Agreement, and if such cancellation is contemplated, then CITY shall be afforded thirty (30) days notice before same in writing addressed to the CITY Risk Manager.

23. EXCLUSIVITY OF THIS AGREEMENT

This agreement is personal to TOW SERVICE and may not be assigned to any other firm or person except with written consent of CITY.

24. MISCELLANEOUS

A. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of California. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

B. Should any provision of this Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

C. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural noun, shall be deemed to include the others whenever the context so indicates or requires.

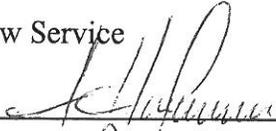
D. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties herein pertaining to the subject matter hereof. Specifically, that agreement entered into between TOW SERVICE and CITY on September 17, 1990 (as amended on August 19, 1996).

E. In the event of any litigation between the parties hereto concerning or arising from the negotiation, construction, performance, non-performance or any other aspect of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees.

F. This Agreement may be executed in counterparts that, taken together, shall constitute one and the same Agreement and shall be effective on the effective date.

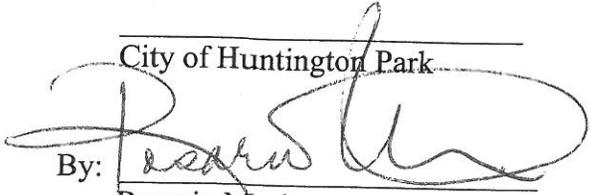
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their properly authorized officer as of the date first herein above written.

H.P. Tow Service

By: 

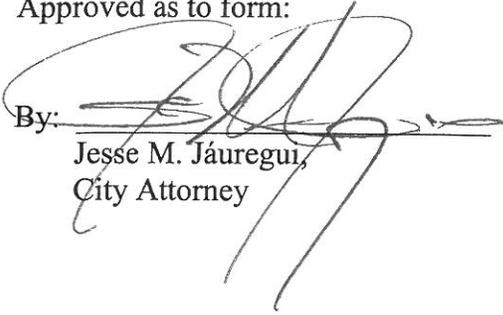
Title: PRESIDENT

City of Huntington Park

By: 

Rosario Marin,  
Mayor

Approved as to form:

By: 

Jesse M. Jáuregui,  
City Attorney

ATTEST:

By: 

Marilyn A. Boyette,  
City Clerk

**AMENDMENT TO AGREEMENT FOR FURNISHING OF  
TOWING AND STORAGE SERVICE AND DESIGNATION AS  
AN OFFICIAL POLICE GARAGE FOR THE  
CITY OF HUNTINGTON PARK**

This Amendment is made and entered into on October 4, 1999, by and between CITY OF HUNTINGTON PARK ("CITY") and H.P. TOW SERVICE ("TOW SERVICE"). This Amendment amends that certain Agreement between the parties, dated September 17, 1990 (the "Agreement"), as amended.

1. Section 1 of the Agreement is amended by adding the following language to the end of said section:

"CITY retains the right to designate a second tow company or companies as a back-up service. The back-up company shall only be used to supplement TOW SERVICE in those instances where tow service cannot completely service the CITY's needs or meet its obligations under this agreement. "

2. Section 2 of the Agreement is amended by extending the term of the Agreement for a period of ten (10) years, through June 30, 2015, inclusive.

3. Section 3(a) is hereby amended by adding the following language to the end of said section:

"7 days a week, 365 days a year."

4. Section 3(c) is hereby amended by deleting the reference to "garage" and replacing it with "TOW SERVICE."

5. Section 3(f) is hereby amended by deleting the reference to "undersigned" and replacing it with "TOW SERVICE."

6. Section 3(g) is hereby amended by deleting the reference to "City of Huntington Park" and replacing it with "CITY."

7. Section 3(h) is hereby amended by deleting the reference to "City of Huntington Park" and replacing it with "CITY."

8. Section 3(i) is hereby amended by adding the following language to the end of said section:

"TOW SERVICE will also make available office space and telephone access for police officers temporarily conducting investigations on-site.

9. Section 3(j) hereby amended by deleting the reference to "Contractor" and replacing it with "TOW SERVICE," inserting the word "other" before "rules", deleting the reference to "City of Huntington Park" and replacing it with "CITY", and by adding the following language to the end of said section:

"Such rules shall not be established in an arbitrary or capricious manner."

10. Section 3(k) is hereby deleted.

11. Section 4(b) is hereby amended by deleting the reference to "log" and replacing it with "bound log book" and by deleting the reference to "City department" and replacing it with "Police Department."

12. Section 4(c) is hereby amended by adding the following language to the first sentence of said section:

"and shall comply with Section 10652 of the State of California Vehicle Code by notifying the Department of California Highway Patrol, Sacramento, California, by receipted mail."

13. Section 5 is re-designated Sections 5(a)(1) and 5(b)(1) and is amended to read as follows:

“TOW SERVICE shall release stored vehicles upon presentation of proper identification and current registration.”

“TOW SERVICE shall release impounded vehicles only upon resresentation of a written release given by the Police Department.”

14. Section 6 is hereby re-designated Section 5(c)(1).

15. Section 7 is hereby re-designated Section 6.

16. Section 8 is hereby re-designated Section 7 and is amended by adding the following sentence to the end of said section:

“TOW SERVICE shall establish a regular mandatory drug and alcohol testing program.”

17. A new Section 8 is hereby added to read as follows:

“Commencing on or before September 20, 2000, TOW SERVICE shall maintain its main location in the CITY for the remainder of this Agreement. It is the understanding of the parties that the TOW SERVICE will be negotiating a long term lease at 54<sup>th</sup> and Malabar. Such negotiations shall not affect TOW SERVICE’s obligations under this section.”

18. Section 9 is hereby re-designated Section 13 and is amended by deleting the reference to “Chief” and replacing it with “Chief of Police.”

19. A new Section 9 is hereby added to read as follows:

“TOW SERVICE shall maintain regular business hours of 8:00 a.m. to 6:00 p.m. Monday to Friday, and 8:00 a.m. to 12:00 p.m.

Saturday. Stored vehicles shall be available for pickup during regular business hours after their registered owners have obtained and complied with all CITY paperwork. No vehicles will be released without such authority from the CITY, proof of vehicle ownership and photo identification.”

20. Section 10 is hereby re-designated Section 14 and is amended to read as follows:

“TOW SERVICE shall charge the registered owner of towed and impounded vehicles the following rates: \$85.00 per 1 tow (Tow); \$120.00 per 1 tow – Heavy Duty Vehicles (Gross Vehicle Weight over 26,000 lbs.); \$45.00 per hour labor rate, for services related to any tow.

TOW SERVICE may apply for an adjustment of the rates set forth herein by submitting an application to the CITY through the Chief of Police for rate review not more often than annually. The City Council will take action on the request as soon as reasonably possible and may approve or reject the application in its discretion.

TOW SERVICE shall make no payments for this contract and shall give no gifts to any of CITY’s officers or employees.”

21. A new Section 10 is hereby added to read as follows:

“TOW SERVICE shall maintain three tow trucks available 24 hours a day, 365 days per year dedicated exclusively to the CITY’s needs. The TOW SERVICE will have two additional tow trucks available for the CITY’s use with a response time averaging 15 minutes.”

22. Section 11 is hereby re-designated Section 12 and is amended to read as follows:

“TOW SERVICE shall assist the CITY in all of its conventional and unconventional towing needs. TOW SERVICE shall maintain the capacity to tow unconventional vehicles such as shopping carts, ice cream vendor carts, junk cars and automobile parts by its regular combo or flat bed tow trucks. TOW SERVICE will place all CITY unconventional towing needs in the same top priority class as the CITY’s conventional needs.”

23. A new Section 11 is hereby added to read as follows:

“TOW SERVICE shall provide any additional safety services the CITY requires. TOW SERVICE and its trucks will be available in safety checkpoints, public relations activities or other activities held by the CITY.”

24. Section 12 is hereby re-designated Section 15 and is amended by deleting the term “contract” and replacing it with “Agreement.”

25. Section 13 is hereby re-designated Section 16 and is amended to read as follows:

“In the event of a violation of this Agreement by TOW SERVICE, with failure to correct such violation within 30 days and to the satisfaction of the CITY, then CITY shall have the right to cancel this Agreement and revoke TOW SERVICE’s designation as an Official Police Garage. Such cancellation shall not be made in a capricious manner.”

26. Section 14 is hereby re-designated Section 23.

27. Section 15 is hereby re-designated Section 22 and is amended to read as follows:

“TOW SERVICE, at its sole expense, and subject to the approval of the CITY, shall purchase and maintain throughout the term or extension of this Agreement, the following types and amounts of insurance:

- (a) Comprehensive general liability insurance with limits of not less than one million dollars (\$1,000,000), combined single limit for bodily injury, death and property damage, including coverage for contractual liability (including indemnification as stated in this Agreement), completed operations, and non-vehicle mobile equipment;
- (b) Vehicle Insurance with limits of not less than one million dollars (\$1,000,000), combined single limit for bodily injury, death and property damage, including therein all vehicles owned and non-owned by TOW SERVICE in the performance of its duties herein;
- (c) Garage keeper's liability insurance, with limits of not less than five hundred thousand dollars (\$500,000) for each occurrence combined single limit for loss or damage to vehicles in TOW SERVICE's care, custody or control caused by fire, explosion, theft, riot, civil commotion, malicious mischief, vandalism, or collision, with any deductible not more than one thousand dollars (\$1,000) for each occurrence, and coverage for non-vehicle property

customarily left in the custody of a garage with a limit of five thousand dollars (\$5,000) per occurrence.

(d) Worker's compensation insurance, including employer's liability, with limits of not less than one million dollars (\$1,000,000) for each accident, covering all employees of TOW SERVICE in the performance of this Agreement, to provide statutory benefits as required by California law. Said insurance policy shall be endorsed to provide that the insurer waives all right of subrogation against the CITY.

As to all the above insurance policies, they shall be endorsed to name the CITY, inclusive of its officers, officials, employees, and volunteers, as an additional insured. TOW SERVICE shall deliver the appropriate certificates of insurance to the CITY within ten (10) days of the execution of this Agreement, and before any services are performed under this Agreement by TOW SERVICE. All insurance policies called out in this Agreement shall be endorsed to read that they shall not be cancelled during the term or extension of this Agreement, and if such cancellation is contemplated, then CITY shall be afforded thirty (30) days notice before same in writing addressed to the CITY Risk Manager."

28. Section 19 is hereby added to the Agreement to read as follows:

"TOW SERVICE shall provide emergency roadside assistance for the CITY's vehicles when necessary free of charge."

29. Section 20 is hereby added to the Agreement to read as follows:

“TOW SERVICE shall not charge owners of vehicles that are towed or stored in error. In such occurrences, all fees and charges will be waived.”

30. Section 21 is hereby added to read as follows:

“TOW SERVICE shall indemnify, and hold harmless, the CITY and its officers, officials, employees, and volunteers, from any claim, demand, suit, damage, liability, loss, or expense, or any other damage whatever, including but not limited to death or injury to person or property damage, arising from, or in any way connected with, TOW SERVICE’s duties herein, except where such damage is caused by the sole negligence, gross negligence, or willful misconduct by the CITY or its officers, officials, employees, or volunteers. The CITY shall have the right herein to select its own attorneys, except that such attorneys shall not charge more for attorneys’ fees than he or she customarily charges municipalities in handling such matters.”

31. Section 24 is hereby added to read as follows:

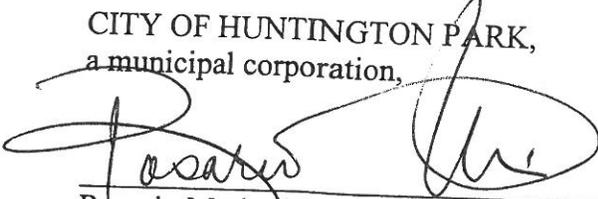
“A. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of California. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

- B. Should any provision of this Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.
- C. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural noun, shall be deemed to include the others whenever the context so indicates or requires.
- D. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties herein pertaining to the subject matter hereof. Specifically, that agreement entered into between TOW SERVICE and CITY on September 17, 1990 (as amended on August 19, 1996).
- E. In the event of any litigation between the parties hereto concerning or arising from the negotiation, construction, performance, non-performance or any other aspect of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees.
- F. This Agreement may be executed in counterparts that, taken together, shall constitute one and the same Agreement and shall be effective on the effective date."

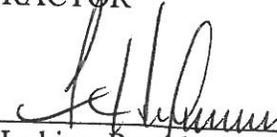
The foregoing amendments and that certain "Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park,"

dated September 17, 1990 (as amended) shall be incorporated into a single document, dated October 4, 1999, entitled "Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park." Said agreement shall supersede any and all prior agreements or understandings between CITY and TOW SERVICE relating to the subject matter hereof.

CITY OF HUNTINGTON PARK,  
a municipal corporation,

  
Rosario Marin, Mayor

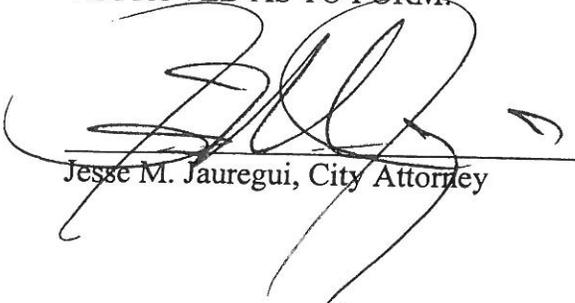
CONTRACTOR

  
Terry Hoskins, President

ATTEST:

  
Marilyn A. Boyette, City Clerk

APPROVED AS TO FORM:

  
Jesse M. Jauregui, City Attorney

**AMENDMENT TO AGREEMENT FOR FURNISHING OF  
TOWING AND STORAGE SERVICE AND DESIGNATION AS  
AN OFFICIAL POLICE GARAGE FOR THE  
CITY OF HUNTINGTON PARK**

This Amendment is made and entered into on October 2<sup>nd</sup>, 2000, by and between the CITY OF HUNTINGTON PARK ("CITY") and H.P. TOW SERVICE ("TOW SERVICE"). This Amendment amends that certain Agreement between the parties, dated October 4, 1999 (the "Agreement").

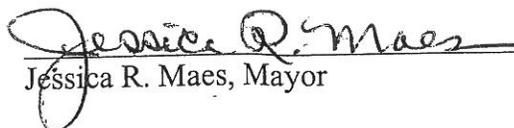
The Agreement is amended as follows:

1. Section 8 (Location) shall be deleted in its entirety.

In all other respects, the Agreement remains in full force and effect.

Intending to be legally bound, the parties have executed this Amendment as of the date first set forth above.

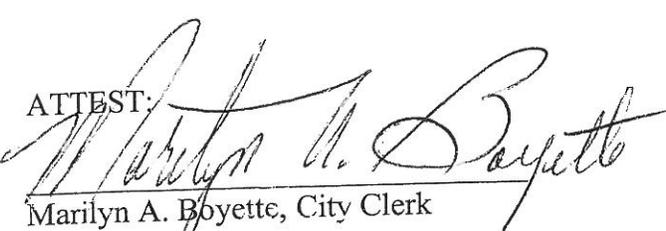
CITY OF HUNTINGTON PARK,  
a municipal corporation,

  
\_\_\_\_\_  
Jessica R. Maes, Mayor

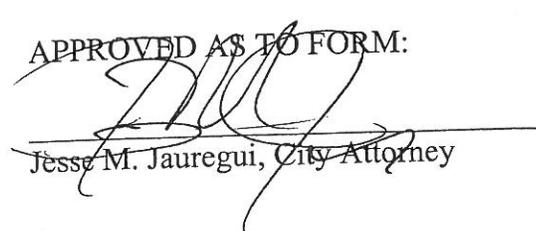
H.P. TOW SERVICE

  
\_\_\_\_\_  
Terry Hoskins, President

ATTEST:

  
\_\_\_\_\_  
Marilyn A. Boyette, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jesse M. Jauregui, City Attorney

**SECOND AMENDMENT TO AGREEMENT FOR FURNISHING OF  
TOWING AND STORAGE SERVICE AND DESIGNATION AS AN  
OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK**

THIS SECOND AMENDMENT TO AGREEMENT FOR FURNISHING OF TOWING AND STORAGE SERVICE AND DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK ("2nd Amendment"), is entered into as of November 4, 2002, by and between the City of Huntington Park, a municipal corporation ("CITY"), and Huntington Park Tow Service ("TOW SERVICE"), with reference to the following:

**Recitals**

WHEREAS, CITY and TOW SERVICE are parties to that certain Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 4, 1999, as amended by that certain Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 2, 2000 (the "Agreement"), pursuant to which CITY designated TOW SERVICE as the Official Police Garage for CITY and TOW SERVICE agreed to provide services to CITY in the forms of towing, impounding and storing of certain vehicles.

WHEREAS, the current term of the Agreement will expire on June 30, 2015.

WHEREAS, TOW SERVICE requested new rates for its services pursuant to Paragraph 14 of the Agreement which permits TOW SERVICE to apply annually for rate adjustments.

**NOW, THEREFORE, CITY AND TOW SERVICE HEREBY AGREE AS FOLLOWS:**

1. RATES AND CHARGES. Paragraph 14 of the Agreement is hereby deleted in its entirety and replaced with the following:

"TOW SERVICE shall charge the registered owner of towed and impounded vehicles the following rates:

- \$87.00 per 1 Tow (Tow)
- \$120.00 per 1 Tow – Heavy Duty Vehicles (Gross Vehicle Weight over 26,000 lbs)
- \$45.00 per hour labor rate, for services related to any tow
- \$17.00 per day for outdoor vehicle storage
- \$19.00 per day for indoor vehicle storage

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CITY OF  
HUNTINGTON PARK  
CITY CLERK

TOW SERVICE may apply for an adjustment of the rates set forth herein by submitting an application to the CITY through the Chief of Police for rate review not more often than annually. The City Council will take action on the request as soon as reasonably possible and may approve or reject the application in its discretion.

TOW SERVICE shall make no payments for this contract and shall give no gifts to any of CITY's officers or employees."

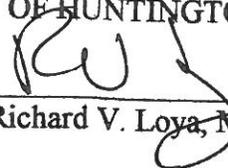
2. Effective Date. The effective date of this 2<sup>nd</sup> Amendment is November 4, 2002.
3. No Other Modification. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.
4. Counterparts. This 2<sup>nd</sup> Amendment may be executed in any number of counterparts, all of which shall constitute but one original.

IN WITNESS WHEREOF, the parties have executed this 2<sup>nd</sup> Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park as of the day and year first above written.

HUNTINGTON PARK TOW SERVICE

By:   
Terry Hoskins, President

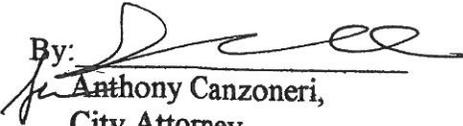
CITY OF HUNTINGTON PARK

By:   
Richard V. Loya, Mayor

ATTEST:

By:   
Juan Noguez, City Clerk

Approved as to form:

By:   
Anthony Canzoneri,  
City Attorney

**THIRD AMENDMENT TO AGREEMENT FOR FURNISHING OF  
TOWING AND STORAGE SERVICE AND DESIGNATION AS AN  
OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON  
PARK**

THIS THIRD AMENDMENT TO AGREEMENT FOR FURNISHING OF TOWING AND STORAGE SERVICE AND DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK (“**Amendment No. 3**”), is entered into as of November 17, 2003, by and between the City of Huntington Park, a municipal corporation (“**CITY**”), and Huntington Park Tow Service (“**TOW SERVICE**”), with reference to the following:

**Recitals**

WHEREAS, CITY and TOW SERVICE are parties to that certain Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 4, 1999, as amended by that certain Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 2, 2000, as amended by that certain Second Amendment Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of November 4, 2002 (collectively, the “**Agreement**”), pursuant to which CITY designated TOW SERVICE as the Official Police Garage for CITY and TOW SERVICE agreed to provide services to CITY in the forms of towing, impounding and storing of certain vehicles.

WHEREAS, the current term of the Agreement will expire on June 30, 2015.

WHEREAS, Paragraph 14 of the Agreement authorizes TOW SERVICE to apply for an adjustment of rates by submitting an application to the Chief of Police for rate review not more often than annually.

WHEREAS, TOW SERVICE has requested a rate review from the Chief of Police and the City Council has approved a rate increase.

WHEREAS, CITY and TOW SERVICE now desire to amend the Agreement to increase the tow and storage rates which TOW SERVICE may charge in the CITY.

**NOW THEREFORE, CITY and TOW SERVICE hereby agree as follows:**

**Section 1. Rates and Charges.** Paragraph 14 of the Agreement is hereby amended and shall now read as follows:

**“14. RATES AND CHARGES**

“TOW SERVICE shall charge the registered owner of towed and impounded vehicles the following rates:

- \$95.00 per 1 Tow (Tow)
- \$120.00 per 1 Tow – Heavy Duty Vehicles (Gross Vehicle Weight over 26,000 lbs)
- \$45.00 per hour labor rate, for services related to any tow
- \$20.00 per day for vehicle storage

TOW SERVICE may apply for an adjustment of the rates set forth herein by submitting an application to the CITY through the Chief of Police for rate review not more often than annually. The City Council will take action on the request as soon as reasonably possible and may approve or reject the application in its discretion.

TOW SERVICE shall make no payments for this contract and shall give no gifts to any of CITY's officers or employees."

**Section 2.** Effective Date. The effective date of this Amendment No. 3 is November 17, 2003.

**Section 3.** No Other Modification. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.

**Section 4.** Counterparts. This Amendment No. 3 may be executed in any number of counterparts, all of which shall constitute but one original.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park as of the day and year first above written.

**TOW SERVICE:**

**CITY:**

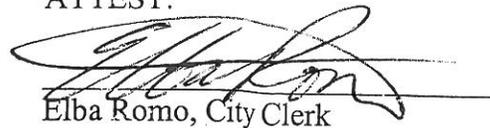
HUNTINGTON PARK TOW SERVICE

CITY OF HUNTINGTON PARK




Edward Escareño, Mayor

ATTEST:



Elba Romo, City Clerk

**FOURTH AMENDMENT TO AGREEMENT FOR FURNISHING OF  
TOWING AND STORAGE SERVICE AND DESIGNATION AS AN  
OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK**

THIS FOURTH AMENDMENT TO AGREEMENT FOR FURNISHING OF TOWING AND STORAGE SERVICE AND DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK ("Amendment No. 4"), is entered into as of April 4, 2004, by and between the City of Huntington Park, a municipal corporation ("CITY"), and Huntington Park Tow Service ("TOW SERVICE"), with reference to the following:

**RECITALS**

**WHEREAS**, CITY and TOW SERVICE are parties to that certain Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 4, 1999, as amended by that certain Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 2, 2000, as amended by that certain Second Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of November 4, 2002 as amended by that certain Third Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated November 17, 2003 (collectively, the "Agreement"), pursuant to which CITY designated TOW SERVICE as the Official Police Garage for CITY and TOW SERVICE agreed to provide services to CITY in the forms of towing, impounding and storing of certain vehicles.

**WHEREAS**, the current term of the Agreement will expire on June 30, 2015.

**WHEREAS**, Paragraph 14 of the Agreement authorizes TOW SERVICE to apply for an adjustment of rates by submitting an application to the Chief of Police for rate review not more often than annually.

**WHEREAS**, TOW SERVICE has requested a rate review from the Chief of Police and the City Council has approved a rate increase.

**WHEREAS**, CITY and TOW SERVICE now desire to amend the Agreement to increase the tow and storage rates which TOW SERVICE may charge in the CITY.

**NOW THEREFORE**, CITY and TOW SERVICE hereby agree as follows:

**SECTION 1. Rates and Charges.** Paragraph 14 of the Agreement is hereby amended and shall now read as follows:

**14. RATES AND CHARGES**

“TOW SERVICE shall charge the registered owner of towed and impounded vehicles the following rates:

- \$98.00 per 1 Tow (Tow)
- \$120.00 per 1 Tow – Heavy Duty vehicles (Gross Vehicle Weight over 26,000 lbs)
- \$45.00 per hour labor rate, for services related to any tow
- \$25.00 per day for vehicle storage

TOW SERVICE may apply for an adjustment of the rates set forth herein by submitting an application to the CITY through the Chief of Police for rate review not more often than annually. The City Council will take action on the request as soon as reasonably possible and may approve or reject the application in its discretion.

TOW SERVICE shall make no payments for this contract and shall give no gifts to any of CITY’s officers or employees.”

**SECTION 2. Effective Date.** The effective date of this Amendment No. 4 is April 4, 2004.

**SECTION 3. No Other Modification.** Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.

**SECTION 4. Counterparts.** This Amendment No. 4 may be executed in any number of counterparts, all of which shall constitute but one original.

**IN WITNESS WHEREOF,** the parties have executed this Fourth Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park as of the day and year first above written.

**TOW SERVICE:**

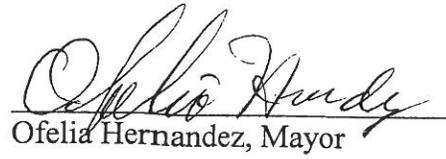
HUNTINGTON PARK TOW SERVICE



Suki Singh, President

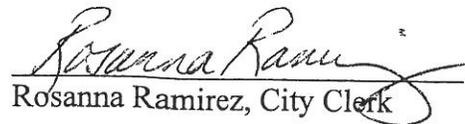
**CITY:**

CITY OF HUNTINGTON PARK



Ofelia Hernandez, Mayor

**ATTEST:**



Rosanna Ramirez, City Clerk

**FIFTH AMENDMENT TO AGREEMENT FOR FURNISHING OF  
TOWING AND STORAGE SERVICE AND DESIGNATION AS AN  
OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK**

THIS FIFTH AMENDMENT TO AGREEMENT FOR FURNISHING OF TOWING AND STORAGE SERVICE AND DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK ("Amendment No. 5"), is entered into as of October 1, 2007, by and between the City of Huntington Park, a municipal corporation ("CITY"), and Huntington Park Tow Service ("TOW SERVICE"), with reference to the following:

**RECITALS**

**WHEREAS**, CITY and TOW SERVICE are parties to that certain Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 4, 1999, as amended by that certain Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 2, 2000, as amended by that certain Second Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of November 4, 2002, as amended by that certain Third Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated November 17, 2003, as amended by that certain Fourth Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated April 4, 2004 (collectively, the "Agreement"), pursuant to which CITY designated TOW SERVICE as the Official Police Garage for CITY and TOW SERVICE agreed to provide services to CITY in the forms of towing, impounding and storing of certain vehicles.

**WHEREAS**, CITY and TOW SERVICE now desire to amend the Agreement to provide for specific provisions and rates applicable to vehicles impounded by the Huntington Park Police Department for evidentiary purposes.

**NOW THEREFORE**, CITY and TOW SERVICE hereby agree as follows:

**SECTION 1. Rates and Charges.** Paragraph 14 of the Agreement is hereby amended and shall now read as follows:

**14. RATES AND CHARGES**

"TOW SERVICE shall charge the registered owner of towed and

impounded vehicles the following rates:

- \$98.00 per 1 Tow (Tow)
- \$120.00 per 1 Tow – Heavy Duty vehicles (Gross Vehicle Weight over 26,000 lbs)
- \$45.00 per hour labor rate, for services related to any tow
- \$25.00 per day for vehicle storage

TOW SERVICE may apply for an adjustment of the rates set forth herein by submitting an application to the CITY through the Chief of Police for rate review not more often than annually. The City Council will take action on the request as soon as reasonably possible and may approve or reject the application in its discretion.

TOW SERVICE shall make no payments for this contract and shall give no gifts to any of CITY's officers or employees.

TOW SERVICE shall not charge the owners of vehicles any amount for vehicles impounded at the request of the Police Department for evidentiary or safe keeping reasons.

TOW SERVICE shall charge the Police Department for the towing of all evidentiary and safe keeping vehicles. TOW SERVICE shall waive the storage fee for the first fourteen calendar days for all evidentiary and safe keeping vehicles.

For evidentiary and safe keeping vehicles stored beyond the fourteen day fee waiver period, TOW SERVICE shall charge the Police Department and the Police Department shall pay TOW SERVICE associated vehicle storage costs for the storage of evidentiary vehicles beyond the fourteenth day.

**SECTION 2. Effective Date.** The effective date of this Amendment No. 5 is October 1, 2007.

**SECTION 3. No Other Modification.** Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.

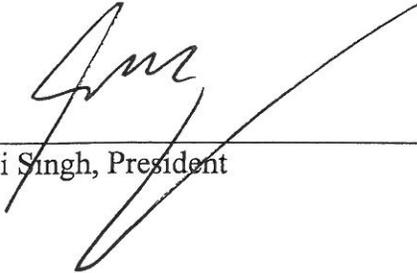
**SECTION 4. Counterparts.** This Amendment No. 5 may be executed in any number of counterparts, all of which shall constitute but one original.

**IN WITNESS WHEREOF**, the parties have executed this Fifth Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police

Garage for the City of Huntington Park as of the day and year first above written.

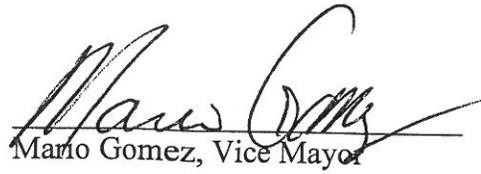
**TOW SERVICE:**

HUNTINGTON PARK TOW SERVICE

  
\_\_\_\_\_  
Suki Singh, President

**CITY:**

CITY OF HUNTINGTON PARK

  
\_\_\_\_\_  
Mario Gomez, Vice Mayor

**ATTEST:**

  
\_\_\_\_\_  
Rosanna Ramirez, City Clerk

**SIXTH AMENDMENT TO AGREEMENT FOR FURNISHING OF  
TOWING AND STORAGE SERVICE AND DESIGNATION AS AN  
OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK**

THIS SIXTH AMENDMENT TO AGREEMENT FOR FURNISHING OF TOWING AND STORAGE SERVICE AND DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK ("Amendment No. 6"), is entered into as of December 17, 2007, by and between the City of Huntington Park, a municipal corporation ("CITY"), and Huntington Park Tow Service ("TOW SERVICE"), with reference to the following:

**RECITALS**

**WHEREAS**, CITY and TOW SERVICE are parties to that certain Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 4, 1999, as amended by that certain Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of October 2, 2000, as amended by that certain Second Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated as of November 4, 2002, as amended by that certain Third Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated November 17, 2003, as amended by that certain Fourth Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated April 4, 2004, as amended by that certain Fifth Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated October 1, 2007 (collectively, the "Agreement"), pursuant to which CITY designated TOW SERVICE as the Official Police Garage for CITY and TOW SERVICE agreed to provide services to CITY in the forms of towing, impounding and storing of certain vehicles; and

**WHEREAS**, CITY and TOW SERVICE now desire to amend the Agreement to provide for revised rates applicable to vehicles towed and/or impounded by the Huntington Park Police Department.

**NOW THEREFORE**, CITY and TOW SERVICE hereby agree as follows:

**SECTION 1. Rates and Charges.** Paragraph 14 of the Agreement is hereby amended and shall now read as follows:

**14. RATES AND CHARGES**

“TOW SERVICE shall charge the registered owner of towed and impounded vehicles the following rates:

- \$105.00 per Tow (Standard Vehicle), Storage rate \$30.00 per day
- \$150.00 per Tow (Mid Duty, Gross Vehicle Weight 26,000-33,500), Storage rate \$35.00 per day
- \$195.00 per Tow (Heavy Duty, Gross Vehicle Weight over 33,500), Storage rate \$45.00 per day
- \$45.00 per hour labor rate, for services related to any tow

TOW SERVICE may apply for an adjustment of the rates set forth herein by submitting an application to the CITY through the Chief of Police for rate review not more often than annually. The City Council will take action on the request as soon as reasonably possible and may approve or reject the application in its discretion.

TOW SERVICE shall make no payments for this contract and shall give no gifts to any of CITY's officers or employees.

TOW SERVICE shall not charge the owners of vehicles any amount for vehicles impounded at the request of the Police Department for evidentiary or safe keeping reasons.

TOW SERVICE shall charge the Police Department for the towing of all evidentiary and safe keeping vehicles. TOW SERVICE shall waive the storage fee for the first fourteen calendar days for all evidentiary and safe keeping vehicles.

For evidentiary and safe keeping vehicles stored beyond the fourteen day fee waiver period, TOW SERVICE shall charge the Police Department and the Police Department shall pay TOW SERVICE associated vehicle storage costs for the storage of evidentiary vehicles beyond the fourteenth day.

**SECTION 2. Effective Date.** The effective date of this Amendment No. 6 is January 1, 2008.

**SECTION 3. No Other Modification.** Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.

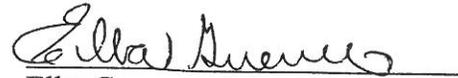
**SECTION 4. Counterparts.** This Amendment No. 6 may be executed in any number of counterparts, all of which shall constitute but one original.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park as of the day and year first above written.

**TOW SERVICE:**  
HUNTINGTON PARK TOW SERVICE

  
\_\_\_\_\_  
Suki Singh, President

**CITY:**  
CITY OF HUNTINGTON PARK

  
\_\_\_\_\_  
Elba Guerrero, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Rosanna Ramirez, City Clerk

**AMENDMENT NO. 1 TO AMENDED AND RESTATED AGREEMENT  
FOR FURNISHING OF TOWING AND STORAGE SERVICE AND  
DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF  
HUNTINGTON PARK**

THIS AMENDMENT NO. 1 TO THE AMENDED AND RESTATED AGREEMENT FOR FURNISHING OF TOWING AND STORAGE SERVICE AND DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK (“Amendment No. 1”), is entered into as of February 1, 2010, by and between the City of Huntington Park, a municipal corporation (“CITY”), and Huntington Park Tow Service (“TOW SERVICE”), with reference to the following:

**RECITALS**

**WHEREAS**, CITY and TOW SERVICE are parties to that certain Amended and Restated Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated June 1, 2009 (the “Agreement”), the terms of which are incorporated into this Amendment by reference and pursuant to which CITY designated TOW SERVICE as the Official Police Garage for CITY and TOW SERVICE agreed to provide services to CITY in the forms of towing, impounding and storing of certain vehicles.

**WHEREAS**, CITY and TOW SERVICE now desire to amend the Agreement to provide for revised rates applicable to vehicles impounded by TOW SERVICE.

**NOW THEREFORE**, CITY and TOW SERVICE hereby agree as follows:

**SECTION 1. Rates and Charges.** The Tow rates contained in Paragraph 14 of the Agreement are hereby amended and shall now read as follows:

**14. RATES AND CHARGES**

“TOW SERVICE shall charge the registered owner of towed and impounded vehicles the following rates:

<b>Standard Vehicles</b>	
Towing Rate (hook-up)	\$124.00
Storage Rate (per day)	\$36.00

<b>Mid-Heavy Duty Vehicles (26,000 GVW to 33,500 GVW)</b>	
Towing Rate (hook-up)	\$165.00
Storage Rate (per day)	\$40.00

<b>Heavy Duty Vehicles (Over 33,500 GVW)</b>	
Towing Rate (hook-up)	\$220.00
Storage Rate (per day)	\$50.00

Labor rate for services related to any tow	\$45.00/hr
--	------------

TOW SERVICE may apply for an adjustment of the rates set forth herein by submitting an application to the CITY through the Chief of Police for rate review not more often than annually. The City Council will take action on the request as soon as reasonably possible and may approve or reject the application in its discretion.

TOW SERVICE shall make no payments for this contract and shall give no gifts to any of CITY's officers or employees.

TOW SERVICE shall not charge the owners of vehicles any amount for vehicles impounded at the request of the Police Department for evidentiary or safe keeping reasons.

TOW SERVICE shall charge the Police Department for the towing of all evidentiary and safe keeping vehicles. TOW SERVICE shall waive the storage fee for the first fourteen calendar days for all evidentiary and safe keeping vehicles.

For evidentiary and safe keeping vehicles stored beyond the fourteen day fee waiver period, TOW SERVICE shall charge the Police Department and the Police Department shall pay TOW SERVICE associated vehicle storage costs for the storage of evidentiary vehicles beyond the fourteenth day."

**SECTION 2. Effective Date.** The effective date of this Amendment is February 1, 2010.

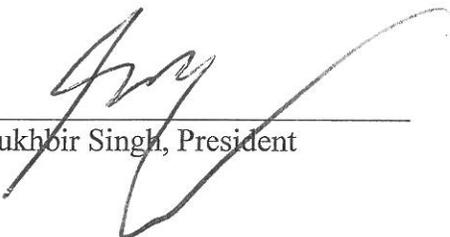
**SECTION 3. No Other Modification.** Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.

**SECTION 4. Counterparts.** This Amendment may be executed in any number of counterparts, all of which shall constitute but one original.

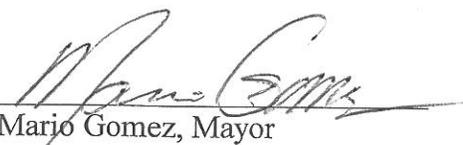
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**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 1 to the Amended and Restated Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park as of the day and year first above written.

**TOW SERVICE:**  
HUNTINGTON PARK TOW SERVICE

  
\_\_\_\_\_  
Sukhbir Singh, President

**CITY:**  
CITY OF HUNTINGTON PARK

  
\_\_\_\_\_  
Mario Gomez, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Rosanna Ramirez, City Clerk

**AMENDMENT NO.2 TO AMENDED AND RESTATED AGREEMENT  
FOR FURNISHING OF TOWING AND STORAGE SERVICE AND  
DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF  
HUNTINGTON PARK**

THIS AMENDMENT NO. 2 TO AMENDED AND RESTATED AGREEMENT FOR FURNISHING OF TOWING AND STORAGE SERVICE AND DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK ("Amendment No. 2"), is entered into as of February 1, 2014, by and between the City of Huntington Park, a municipal corporation ("CITY"), and Huntington Park Tow Services ("TOW SERVICE"), with reference to the following:

**RECITALS**

**WHEREAS**, CITY and TOW SERVICE are parties to that certain Amended and Restated Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated June 1, 2009, as amended on February 1, 2010 (collectively, the "Agreement"), the terms of which are incorporated into this Amendment by reference and pursuant to which CITY designated TOW SERVICE as the Official Police Garage for CITY and TOW SERVICE agreed to provide services to CITY in the forms of towing, impounding and storage of certain vehicles.

**WHEREAS**, CITY and TOW SERVICE now desire to amend the Agreement to provide for revised rates applicable to vehicles impounded by TOW SERVICE.

**NOW THEREFORE**, CITY and TOW SERVICE hereby agree as follows:

**SECTION 1. Rates and Charges.** The Tow rates contained in Paragraph 14 of the Agreement and hereby amended and shall now read as follows:

**14. RATES AND CHARGES**

"TOW SERVICE shall charge the registered owner of towed and impounded vehicles the following rates:

<b>Standard Vehicles</b>	
Towing Rate (hook-up)	\$150.00
Storage Rate (per day)	\$55.00

<b>Mid-Heavy Duty Vehicles (26,000 GVW to 33,500 GVW)</b>	
Towing Rate (hook-up)	\$185.00
Storage Rate (per day)	\$60.00

<b>Heavy Duty Vehicles (Over 33,500 GVW)</b>	
Towing Rate (hook-up)	\$275.00
Storage Rate (per day)	\$70.00

<b>Labor rate for services related to any tow</b>	\$45.00 / hr
<b>After hours Gate Fee</b>	\$70.00
<b>Huntington Park City Owned Vehicles</b>	No Charge Within 150 Miles of City Limits

Commencing in 2015, adjustment in the above rates shall occur on an annual basis effective January 1, in an amount equal to percentage change in the Consumer Price Index for All Urban Consumers for the Los Angeles – Riverside – Orange County area, for the preceding Calendar year. No other rate adjustments shall occur over the term of the Agreement.

TOW SERVICE shall make no payments for this contract and shall give no gifts to any of the CITY's officers or employees.

TOW SERVICE shall not charge the owners or vehicles any amount for vehicles impounded at the request of the Police Department for evidentiary or safe keeping reasons.

TOW SERVICE shall charge the Police Department for the towing of all evidentiary and safe keeping vehicles. TOW SERVICE shall waive the storage fee for the first fourteen calendar days for all evidentiary and safe keeping vehicles.

For evidentiary and safe keeping vehicles stored beyond the fourteen day fee waiver period, TOW SERVICE shall charge the Police Department and the Police Department shall pay TOW SERVICE associated storage costs for the storage of evidentiary vehicles beyond the fourteenth day."

**SECTION 2. Effective Date.** The effective date of this Amendment is February 1, 2014.

**SECTION 3. No Other Modification.** Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.

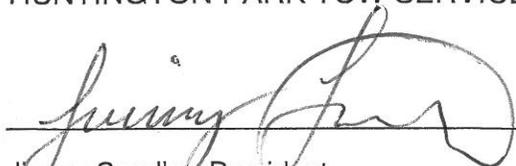
**SECTION 4. Counterparts.** This Amendment may be executed in any number of counterparts, all of which shall constitute but one original.

[THIS AREA LEFT INTENTIONALLY BLANK, SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 2 to the Amended and Restated Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park as of the day and year first above written.

**TOW SERVICE:**

HUNTINGTON PARK TOW SERVICE

  
Jimmy Sandhu, President

**CITY:**

CITY OF HUNTINGTON PARK

  
Mario Gomez, Mayor

**ATTEST:**

  
Rocio Martinez, Senior Deputy City Clerk

**AMENDMENT NO. 2 TO AMENDED AND RESTATED AGREEMENT FOR  
FURNISHING OF TOWING AND STORAGE SERVICE AND DESIGNATION AS AN  
OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK**

THIS AMENDMENT NO. 2 TO THE AMENDED AND RESTATED AGREEMENT FOR FURNISHING TO TOWING AND STORAGE SERVICE AND DESIGNATION AS AN OFFICIAL POLICE GARAGE FOR THE CITY OF HUNTINGTON PARK (“Amendment No. 2”), is entered into as of November 21, 2011, by and between the City of Huntington Park, a municipal corporation (“CITY”), and Huntington Park Tow Service (“TOW SERVICE”), with reference to the following:

**RECITALS**

**WHEREAS**, CITY and TOW SERVICE are parties to that certain Amended and Restated Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park, dated June 1, 2009, and amended on February 1, 2010 (Amendment No. 1) (collectively the “Agreement”), the terms of which are incorporated into this Amendment by reference and pursuant to which CITY designated TOW SERVICE as the Official Police Garage for CITY and TOW SERVICE agreed to provide to CITY in the forms of towing, impounding and storing of certain vehicles.

**WHEREAS**, CITY and TOW SERVICE now desire to amend the Agreement to provide for revised rates applicable to vehicles impounded by TOW SERVICE.

**NOW THEREFORE**, CITY and TOW SERVICE hereby agrees as follows:

**SECTION 1. Rates and Charges.** The Tow rates contained in Paragraph 14 of the Agreement are hereby amended and shall now read as follows:

**14. RATES AND CHARGES**

“TOW SERVICE shall charge the registered owner of towed and impounded vehicles the following rates:

<b>Standard Vehicles</b>	
Towing Rate (hook-up)	\$132.00
Storage Rate (per day)	\$40.00

<b>Mid-Heavy Duty Vehicles (26,000 GVW to 33,500 GVW)</b>	
Towing Rate (hook-up)	\$170.00
Storage Rate (per day)	\$45.00

<b>Heavy Duty Vehicles (Over 33,500 GVW)</b>	
Towing Rate (hook-up)	\$250.00
Storage Rate (per day)	\$55.00

After Hours Gate Fee	\$60.00
Huntington Park City Owned Vehicles	No Charge within 15 miles of City Limits

TOW SERVICE may apply for an adjustment of the rates set forth herein by submitting an application to the CITY through the Chief of Police for rate review not more often than annually. The City Council will take action on the request as soon as reasonably possible and may approve or reject the application in its discretion.

TOW SERVICE shall make no payments for this contract and shall give no gifts to any of CITY's officers or employees.

TOW SERVICE shall not charge the owners of vehicles any amount for vehicles impounded at the request of the Police Department for evidentiary of safe keeping reasons.

TOW SERVICE shall charge the Police Department for the towing of all evidentiary and safe keeping vehicles. TOW SERVICE shall waive the storage fee for the first fourteen calendar days for all evidentiary and safe keeping vehicles.

For evidentiary and safe keeping vehicles stored beyond the fourteen day fee waiver period, TOW SERVICE shall charge the Police Department and the Police Department shall pay TOW SERVICE associated vehicle storage costs for the storage of evidentiary vehicles beyond the fourteenth day."

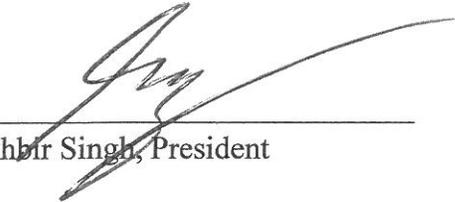
**SECTION 2. Effective Date.** The effective date of this Amendment is November 7, 2011.

**SECTION 3. No Other Modification.** Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.

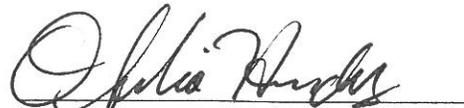
**SECTION 4. Counterparts.** This Amendment may be executed in any number of counterparts, all of which shall constitute but one original.

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 2 to the Amended and restated Agreement for Furnishing of Towing and Storage Service and Designation as an Official Police Garage for the City of Huntington Park as of the day and year first above written.

**TOW SERVICE:**  
HUNTINGTON PARK TOW SERVICE

  
\_\_\_\_\_  
Sukhbir Singh, President

**CITY:**  
CITY OF HUNTINGTON PARK

  
\_\_\_\_\_  
Ofelia Hernandez, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Rosanna Ramirez, City Clerk



# CITY OF HUNTINGTON PARK

Parks and Recreation Department  
City Council Agenda Report

February 16, 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 10 PARK PROJECTS TO SUBMIT FOR LA COUNTY PARKS NEEDS ASSESSMENT**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve 10 park projects identified via a community engagement meeting and held in relation to Los Angeles County's Countywide Comprehensive Parks and Recreation Needs Assessment; and
2. Authorize staff to submit the identified 10 park projects as the final prioritized list of park projects for the City of Huntington Park, to be submitted to Los Angeles County's Department of Parks and Recreation

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In February 2015, the Board of Supervisors directed the LA County Department of Parks and Recreation to undertake a comprehensive Parks and Recreation Needs Assessment with robust input and engagement of County residents. The Needs Assessment is a unique opportunity to generate critical data and input for *all* 88 cities and unincorporated areas of the County—identifying existing park and recreation assets, how well they are maintained and what additional enhancements or new facilities are needed. The result of the needs assessment will be a list of projects that will assist in future park planning and serve as a guide for potential funding measures in the future.

The city of Huntington Park participated in this effort and was tasked with identifying the top 10 park projects most desired by its residents. The County of Los Angeles provided funding, not to exceed \$2,500 to offset the cost to host a community needs engagement meeting to solicit this feedback on Saturday, January 23, 2016 at Salt Lake Park.

# APPROVAL OF 10 PARK PROJECTS TO SUBMIT FOR LA COUNTY PARKS NEEDS ASSESSMENT

February 16, 2016

Page 3 of 3

## ***Parks Needs Assessment Findings – Community Engagement Meeting***

The Department of Parks and Recreation contracted the non-profit organization Mujeres De La Tierra, to provide outreach services for the community engagement meeting and staff, along with support from the Parks and Recreation and Youth Commissions, assisted with the design, implementation and facilitation of the meeting itself.

A total of 88 residents participated in the meeting and voting exercise and a total of 7 children between the ages of 4 and 10, participated in a children's parks needs assessment workshop facilitated by Mujeres De La Tierra. Per the findings from the community engagement meeting and staff input, the 10 park projects listed below were identified and prioritized according to need, by Huntington Park residents.

## ***Top 10 Park Projects for the City of Huntington Park in order of priority***

- Project 1: Build new linear park between Santa Ana St. and Florence Ave.
- Project 2: Repair / Replace restrooms at Salt Lake, Freedom and Keller Park
- Project 3: Repair Salt Lake Park Recreation Center
- Project 4: Replace Salt Lake Park picnic shelter
- Project 5: Repair Salt Lake Park fitness zones
- Project 6: Replace Salt Lake Park playground
- Project 7: Replace Keller Park picnic shelter
- Project 8: Repair outdoor basketball courts at Salt Lake Park
- Project 9: Replace Chesley Circle Park
- Project 10: Replace Keller Park playground

## **FISCAL IMPACT/FINANCING**

There will be no fiscal impact as part of this action.

Please note, the County provided the City with a \$2,500 stipend to offset the cost of supplies and staff time required to host the community engagement meeting. Supplies costs did not exceed the provided \$2,500 stipend. Those costs, outside of staff time, are the following:

**APPROVAL OF 10 PARK PROJECTS TO SUBMIT FOR LA COUNTY PARKS  
NEEDS ASSESSMENT**

February 16, 2016

Page 3 of 3

***Community Engagement Meeting Costs***

<b>Vendor</b>	<b>Description</b>	<b>Cost</b>
Mujeres De La Tierra	Outreach services and children's workshop	\$1,750
Smart & Final	Food supplies & raffle prizes	\$200
Gerardo Martinez	Translation services	\$200
Graphic Innovations	Marketing material	\$140
<b><i>Sub-total</i></b>		<b>\$2,290</b>

**LEGAL AND PROGRAM REQUIREMENTS**

The City has fulfilled its requirements as it relates to the Funding Agreement for Community Engagement Activities Related to the Countywide Parks Needs Assessment (attached), by successfully hosting a community engagement meeting on Saturday, January 23, 2016 from 10 a.m. – 12 p .m. at Salt Lake Park.

**CONCLUSION**

Upon Council approval staff will submit the top 10 park projects as identified by residents to the County's Parks and Recreation Department, on behalf of the City of Huntington Park and its efforts to support the Countywide Parks Needs Assessment.

Respectfully submitted,



**EDGAR P. CISNEROS**  
City Manager



**Josette Espinosa**  
Director of Parks and Recreation



# CITY OF HUNTINGTON PARK

Parks and Recreation Department  
City Council Agenda Report

February 16, 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 AWARD OF CONTRACT FOR 4<sup>TH</sup> OF JULY FIREWORKS DISPLAY**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve award of contract to Pyro Engineering to provide pyrotechnic services for the City of Huntington Park's 2016 4<sup>th</sup> of July Celebration; and
2. Authorize the City Manager to execute the agreement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

City staff has completed a public bid process to contract for pyrotechnic services related to the City's 4<sup>th</sup> of July Celebration. The public event will be held on Monday, July 4, 2016, at Salt Lake Park.

The fireworks display to be provided under the terms of the agreement includes the following components:

- a. Opening: 3" Sky Concert Opening Salutes (Quantity: 15 shots)
- b. Main Body: 3" Sky Concert Selections (Quantity: 10,000 shots)
- c. Pyrotechnic Devices: Sousa Platinum Line Custom Multishot Device (Quantity: 700 shots)
- d. Grand Finale: 2.5" Sky Concert Finale Shells (Quantity: 270 shots)
- e. Full sound reinforcement
- f. Total bombardments: 11,683

### **FISCAL IMPACT/FINANCING**

The bid submitted by Pyro Engineering is for \$25,000. Payment for this service would be issued out of account number 111-0240-466.55-40.

## **APPROVE AWARD OF CONTRACT FOR 4<sup>TH</sup> OF JULY FIREWORKS DISPLAY**

February 16, 2016

Page 2 of 2

### **CONTRACTING PROCESS**

The Request for Proposals (RFP) was released on January 11, 2016 and was subsequently advertised in the newspaper, published on the City website, and distributed directly to qualified pyrotechnic companies. Two bids were submitted to the City by the February 8, 2016, deadline.

<b>Vendor</b>	<b>Amount</b>
Expo Shows	\$29,000
Pyro Engineering	\$25,000

Pyro Engineering bid was determined to meet all requirements stated in the RFP and within the approved event budget.

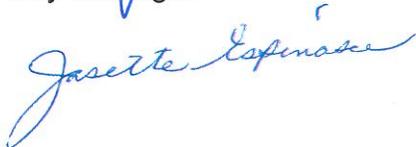
### **CONCLUSION**

Please return one signed copy of the Agreement to the Department of Parks and Recreation and to the City Clerk's Office.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



JOSETTE ESPINOSA  
Director of Parks and Recreation

### **ATTACHMENTS**

- A. Request for Proposal – Production of 2016 4<sup>th</sup> of July Fireworks Display
- B. Vendor Proposal – Pyro Engineering
- C. License Agreement with Pyro Engineering

# **REQUEST FOR PROPOSALS**

## **Production of 2016 4<sup>th</sup> of July Fireworks Display**

Proposals Due by 2 p.m. on **Monday, February 8, 2016**

Submit Proposals to:

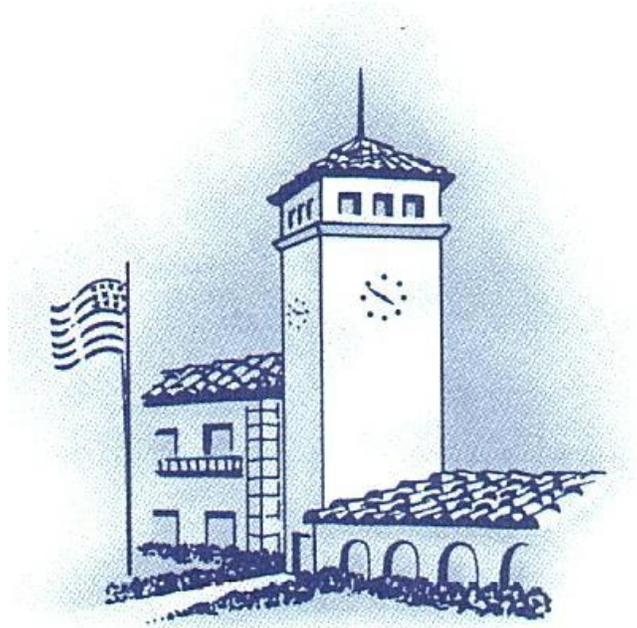
City of Huntington Park

City Clerk

Re: 4<sup>th</sup> of July Fireworks Display

6550 Miles Avenue

Huntington Park, CA 90255



## **City of Huntington Park Department of Parks & Recreation**

6550 Miles Avenue  
Huntington Park, CA 90255  
(323) 584-6216

## INTRODUCTION

The City of Huntington Park is seeking a contractor to provide a professional fireworks display for the City's 2016 4<sup>th</sup> of July Celebration, as described in the Scope of Required Services section of this Request for Proposals (RFP).

This RFP describes the required scope of services and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements may be cause for disqualification.

All inquiries concerning this RFP should be directed to:

Josette Espinosa  
Director of Parks & Recreation  
(323) 584-6216  
jespinosa@huntingtonpark.org

## EVENT LOCATION

The 4<sup>th</sup> of July fireworks display will be held on **Monday, July 4, 2016**, at Salt Lake Park, 3401 E. Florence Ave., Huntington Park, CA 90255.

## TERM OF AGREEMENT

The term of the agreement shall be from **February 23, 2016**, and will continue until the agreed services have been completed unless sooner terminated pursuant to the terms of the agreement.

## RESERVATION

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this proposal. If the revisions require additional time to enable proposing company or individual to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date. All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected. The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required. This request for proposal does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this request become the property of the City of Huntington Park.

**REQUIREMENTS**

Contractor shall maintain policies of comprehensive public liability and property damage insurance with limits of not less than \$5,000,000 per occurrence.

Contractor shall add the City, its officers, employees and agents as additional insured on any policy of insurance required under this Agreement.

Contractor shall provide the City evidence of the insurance required herein satisfactory to the City consisting of certificates of insurance that attach separate additional insured endorsement pages (form CG 20 10 11 85) that will show the City of Huntington Park, its officers, employees, and agents as additional insured.

Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any employee or agent of the City. Certificates of insurance are to reflect that such coverage provides 30 days prior notice to the City by certified mail of any cancellation or reduction in available limits or changes in the terms of coverage.

Contractor shall assume all responsibility for damages to property or injuries to persons, including accidental death, which may be caused by the Contractors performance, whether such performance be by itself, its sub-consultant, or anyone directly or indirectly employed by it and whether such damage shall accrue or be discovered before or after termination of the contract. The City shall be provided a certificate of insurance verifying the Contractors liability insurance coverage.

The Contractor agrees to maintain at its expense, during the term of this Agreement, all necessary insurance for its employees engaged in the performance of this Agreement, including, but not limited to, workers' compensation insurance, and to provide the City with satisfactory evidence of such insurance coverage upon the City's request.

The Contractor agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Contractor agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

Contractor agrees to comply with all City, County, State and Federal requirements for the use of pyrotechnic devices and displays.

The Contractor agrees to comply with all requirements of the Immigration Reform and Control Act of 1986 ("Act"). The Contractor agrees to defend, indemnify and hold the City of Huntington Park harmless from any penalties imposed as a result of non-compliance with the Act.

## SCOPE OF REQUIRED SERVICES

The scope of required services will include the components listed below. Throughout this RFP, references to “director” shall mean “director of parks and recreation” and references to “contractor” shall mean “fireworks display contractor.”

*The contractor must include the following information/items in its bid package:*

- All required permit filings
- Description of plans for storage and delivery of fireworks
- Itemized list of all equipment to be used to produce the display, including list of shell sizes
- Detailed show description with number and type of shells for show and finale
- Description of low-level display and aerial show
- Description of electronically fired display
- Description of fireworks display to be choreographed to music
- Two CDs of music to be used in display for approval (to be provided to director 10 days before the fireworks display)
- Two CDs of music to be used in display (to be provided to director on July 4)
- Provide no less than two technicians, including a duly licensed pyrotechnic operator, to deliver, set up, and take charge of, along with sufficient helpers, the safe and orderly discharge and display of live pyrotechnical devices; including but not limited to the removal and disposal of any debris, trash, or residue from such display, any active but unused pyrotechnical devices, any defective or partially discharged pyrotechnical devices and all equipment, wires or tools used to present and explode such devices (to be provided July 4).
- Upon award of bid, contractor shall supply the director with a detailed plan including designated fall out area.

<b>Description</b>	<b>Qty/Shots</b>
<b>Multi-shot barrage units (body and finale) Or Similar</b>	
372 shot "W" shape gold willow comet w/blue pistil	2/744
200 shot "V" shape rapid fire blue stars	2/400
210 shot "Z" shape rapid fire zig-zag red stars	2/420
210 shot "Z" shape rapid fire zig-zag blue stars	2/420
665s Shot Peacock Shape Silver Barrier	1/600
300 shot titanium salutes	2/600
372 shot Blue Bijou w/ brocade crown	2/744
100 shot Dou Lai Mi	2/200
210 shot five lake four sea	2/420
144 shot peacock begin	2/288
400 shot whistle and fire flower	2/800
1,300 shot alternating color comets w/ silver trails	4/5,200
<b>Subtotal shots:</b>	<b>25/10,836</b>
<b>Opening section Or Similar</b>	
2 ½" – 3" Fancy shells	50
2 ½" – 3" Designer Multi Effect Shells	20
<b>Body of program Or Similar</b>	
2 ½" – 3" Fancy shells	288
2 ½" – 3" Designer Multi Effect Shells	225
<b>Grand finale Or Similar</b>	
2 ½" – 3" Fancy shells	270
2 ½" – 3" Designer Multi Effect Shells	160
Sound reinforcement included	Yes
<b>Show total shots:</b>	<b>11,849</b>

### **Business License**

Contractor must be properly licensed with the Huntington Park Finance Department.

### **Payment**

City shall pay contractor 50% of the total compensation on **Friday, June 17, 2016**. Final 50% of the total compensation shall be paid on **Tuesday, July 5, 2016**, the first business day following the fireworks display date. Payment shall be made payable to the contractor.

### **TIME SCHEDULE**

Following is the anticipated timeline for the selection of the contractor:

<b>January 11, 2016</b>	RFP is released
<b>February 8, 2016</b>	Proposals due
<b>February 23, 2016</b>	City Council awards contract

### **PROPOSAL REQUIREMENTS**

**Format** – Proposals shall be made using the worksheets contained in this RFP plus a separate Statement of Qualifications. Bidders are to submit three sets of the following documents.

1. **Bid Sheet** – Completed “Bid Sheet.”
2. **Itemized Price List** – See “Bid Sheet” for more information.
3. **Show Description** – Provide all descriptions of fireworks display as required in Scope of Services section of this RFP.
4. **Statement of Qualifications** – On a separate sheet of paper, describe your company’s experience in producing fireworks displays. Include information about how many years of experience your company has in providing services similar to those described in the Scope of Services section of this RFP.
5. **References** – Completed “References” sheet. Include references for work your company has performed that is relevant to this RFP.

Blank spaces in the proposal must be properly filled in and the phraseology of the proposal form must not be changed. Any unauthorized conditions, limitations, or provisos attached may render it unacceptable and cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal over the signature of the bidder. Contractors are invited to be present at the opening of proposals. A corporation submitting a proposal may be required, before the contract is fully awarded, to furnish a certificate as to its corporate existence and satisfactory evidence as to the authority of the officer or officers authorized to execute the contract on behalf of the corporation.

## SELECTION PROCESS

Proposals will be evaluated by city staff on the basis of the areas listed in the “Proposal Requirements” section of this RFP. Contractors may be invited to make an oral presentation. Evaluation and subsequent selection of a qualified contractor is competitive.

The contract will be awarded to the lowest responsible bidder, except if the City deems acceptance of the lowest responsible bid is not in the best interest of the Agency, it may reject all bids and advertise for other bids, in accordance with all applicable laws and/or other provisions of this Request For Proposal and the incorporated document of the same.

The award of the contract, if it be awarded, will be made within sixty (60) days after the opening of the proposals, or according to the Time Schedule listed above herein (whichever is sooner), to the lowest responsible and qualified bidder whose proposal complies with all the prescribed requirements. However, until an award is made, the right will be reserved to City to reject any or all bids and to waive technical errors or discrepancies if to do so is deemed to best serve the interest 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 whom it is proposed to make such an award.

The City shall be the exclusive judge as to the responsibility of a bidder, and in ascertaining that fact the City will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar public works operation of the various bidders.

A Contractor may withdraw his bid at any time prior to the time fixed in the public notice for the opening of bids by filing with the City, its clerk or secretary, a written request for the withdrawal of the bid. The Contractor or his duly authorized representative shall execute the request. The withdrawal of a bid shall not prejudice the right of the Contractor to file a new bid within the time limit.

## SUBMITTAL REQUIREMENTS

**Quantity** – Three original copies of the proposal must be submitted. No faxed or electronically mailed versions will be accepted. Envelopes must state the company name.

**Deadline for Submittal** – Proposals *must be received* by the City Clerk’s office by:

**2 p.m. on Monday, February 8, 2016**

Please remit the documents to (address envelopes exactly as follows):

City of Huntington Park  
City Clerk  
Re: 4<sup>th</sup> of July Fireworks Display  
6550 Miles Avenue  
Huntington Park, CA 90255



**REFERENCES**

(This page must be completed and submitted as part of your proposal package)

**Company name:** \_\_\_\_\_

1. Organization/Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Type of Work Performed: \_\_\_\_\_

Term of Contract: \_\_\_\_\_

2. Organization/Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Type of Work Performed: \_\_\_\_\_

Term of Contract: \_\_\_\_\_

3. Organization/Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Type of Work Performed: \_\_\_\_\_

Term of Contract: \_\_\_\_\_

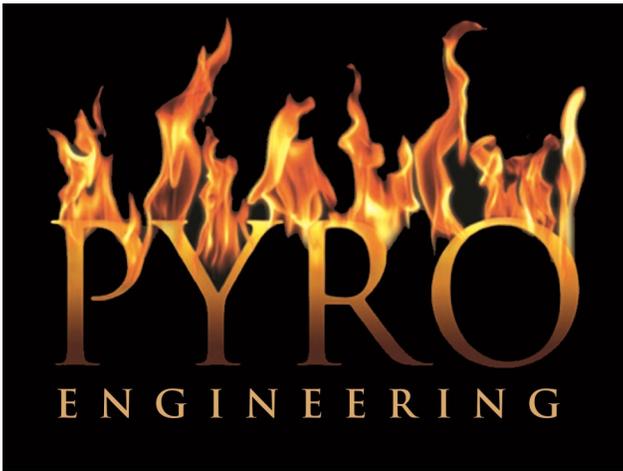
4. Organization/Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Type of Work Performed: \_\_\_\_\_

Term of Contract: \_\_\_\_\_



# City of Huntington Park

## AERIAL SHELL SEGMENT

### Proposed Inventory Aerial Shell Segment

July 4th, 2016

**Program Value: \$25,000**  
**Includes Sound Reinforcement**

OPENING SEGMENT	
2 1/2"-3" Fancy Shells	50
2 1/2"-3" Designer Multi Effect Shells	20

BODY OF PROGRAM	
2 1/2"- 3" Fancy Shells	288
2 1/2"- 3" Designer Multi Effect Shells	225

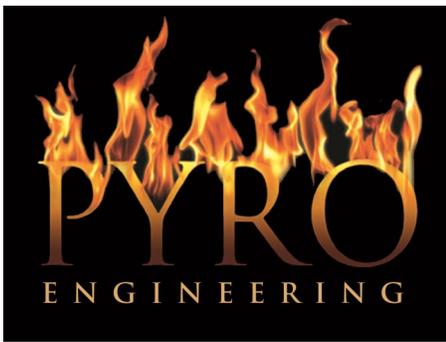
GRAND FINALE	
2.5"-Inch Shells	300
2 1/2"- 3" Designer Multi Effect Shells	190
Total aerial shell count	1073
Includes enhanced sound coverage package	



Bay Fireworks at Kennedy Space Center,  
NASA's 50th Anniversary



Bay Fireworks at CitiField / NY Mets



# City of Huntington Park

## GRAND ILLUMINATIONS

“Multi-Theater Performances”

(any combination of effects below may be utilized)

SPECIAL EFFECT BARRAGES & ILLUMINATIONS	Formation	Quantity
100s White Glittering with Blue Pistil	\\/\	
100s “Z” Shape Multi Color Falling Leaves with Blue Pistil	\\\\\\ ////	
372s “W” Shape Gold Willow Comet w/Blue Pistil	\\/\	2/ 744
200 Shot “V” Shape <i>Rapid Fire</i> Blue Stars	∨	2/400
210s “Z” Shape <i>Rapid Fire Zig-Zag</i> Red Stars	\\V//	2/ 420
210s “Z” Shape <i>Rapid Fire Zig-Zag</i> Blue Stars	\\V//	2/420
665s Shot Peacock Shape Silver Barrier		1/ 600
300 Shot Titanium Salutes		2/600
372s Blue Bijou w/Brocade Crown	\\/\	2/ 744
100s Color Strobe Willow		
100s Dou Lai Mi	\\\\\\ ////	2/ 200
210s Five Lake Four Sea	\\\\\\ ////	2/ 420
144s Peacock Begin	\\V//	2/ 288
1,300s Alternating Color Comets w/Silver Tails: (R,B,G,Y,P)	\\\\\\ ////	4/ 5,200
100s Re Comet to Horse Tail		
590s Fan Brocade Crown to Variegated Color	\\V//	
100s Brocade Crown w Green Strobe & Brocade Crown Tail		
400s Whistle and Fire Flower	\\\\\\ ////	2/ 800
SELECTED COMETS / CANDLES MULTI SHOT	Type	Shots
25mm 5 Times Variegated Color & Multi Effect Comet, Candles	Single \\/\	0
50mm 8 Times Multi Effect: Candles	Single	0
25mm 5 Times Multi Effect Candle: Bombette, Comet, Candles	Single \\/\	0
64mm 8 Times Multi Effect: Star, Crossette, Mosaic Candles	Single	0
64mm 8 Times Multi Effect: Star, Kamuro Candles	Single \   /	0
SELECETED VARIAGATED MINE EFFECTS	Size	Quantity
Multi Effect Mines: Color Crossettes w/Strobe	3”	0
Multi Effect Mines: Tourbillions to Color & Salute	4”	0
Multi Effect Mines: Scattering, Color w/Strobe	5”	0
<b>ALL SELECETED ABOVE EFFECTS</b>	<b>TOTAL</b>	<b>25/ 10,836</b>

## **PERSONAL SERVICES AGREEMENT**

THIS AGREEMENT is made, entered into, and shall become effective this February day of 16    , 2016 by and between the City of Huntington Park (hereinafter referred to as the "City") and Pyro Engineering, Inc., a New York Corporation doing business as Bay Fireworks (hereinafter referred to as the "Contractor").

### **RECITALS:**

WHEREAS, City desires to retain the services of Contractor to provide an aerial firework display of the 4<sup>th</sup> of July Celebration; and

WHEREAS, Contractor is qualified by virtue of experience, training, education and expertise to accomplish such services.

NOW, THEREFORE, City and Contractor mutually agree as follows:

### **Section 1. Scope of Work.**

The scope of work to be performed by Contractor shall consist of those tasks as set forth in the City's Request for Proposal (attached hereto as Exhibit "A" and incorporated herein by reference) and Contractor's Proposal (attached hereto as Exhibit "B" and incorporated herein by reference). In the event of any conflict between the provisions of this Agreement and the Exhibits, the provisions of this Agreement shall prevail over Exhibit A and B, and Exhibit A shall prevail over Exhibit B.

Each party warrants that all of its services shall be performed in a competent, professional and satisfactory manner and in accordance with the prevalent standards of its profession.

### **Section 2. Term.**

This Agreement shall commence on the effective date and shall terminate, and all services required hereunder shall be completed, no later than July 4, 2016 as set forth in Exhibits "A" and "B."

### **Section 3. Compensation.**

#### **3.1 Amount, Payment Schedule and Credit.**

Total compensation for the services hereunder shall not exceed \$25,000. City shall pay Contractor 50% of the total compensation on Friday, June 24, 2016 Any remaining amount due shall be paid on Monday, July 8, 2016 Any Credit due the City shall be made as follows:

- In the event the fireworks display substantially complies with the Scope of Work as set forth in the Exhibit "A" but does not begin by 9:05 p.m., PDT on July 4, 2014<sup>6</sup> as a result of the sole negligence of Contractor, Contractor shall credit City \$50 for each full minute of delay up to \$2,000.
- In the event the fireworks display substantially complies with the Scope of Work as set forth in Exhibit "A," but is interrupted as a result of the sole negligence of Contractor, Contractor shall credit City \$50 for each full minute of interruption up to \$1,000. An interruption resulting from the malfunction of one or more fireworks devices, including interruptions resulting from injury or damage caused thereby shall not be considered to result from the negligence of Contractor for the purposes of this paragraph.
- In the event that the fireworks display fails to substantially comply with the Scope of Work as set forth in Exhibit "A," Contractor, shall credit City with up to 25% of the fireworks display price. Such credit shall be inclusive of any credits set forth in bullets 1, 2, and 3 above.
- Nothing in this paragraph shall prevent the parties from reaching agreement that all or a portion of the credit may be in the form of enhancements to future displays.

**Section 4. Independent Contractor.**

It is agreed that the Contractor shall act and be an independent Contractor and not an agent or employee of the City, and shall obtain no rights to any benefits which accrue to City's employees.

**Section 5. Limitations Upon Subcontracting and Assignment.**

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Contractor shall not contract with any other entity to perform the services required without written approval of the City. This Agreement may not be assigned, voluntarily or by operation of law, without the prior written approval of the City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to the City for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor.

**Section 6. Familiarity with Work and/or Construction Site.**

By executing this Agreement, Contractor warrants that: (1) it has investigated the work to be performed; (2) if applicable, it has investigated the work site(s), and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work to be performed under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform the City of this and shall not proceed with further work under this Agreement until written instructions are received from the City.

**Section 7. Time of Essence.**

Time is of the essence in the performance of this Agreement.

**Section 8. Compliance with Law.**

Contractor shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local government.

**Section 9. Conflicts of Interest.**

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services contemplated by this Agreement. No person having such interest shall be employed by or associated with Contractor.

**Section 10. Indemnity.**

To the fullest extent permitted by law, Contractor agrees to protect, defend, and hold harmless the City and its elective and appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including to property or interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of Contractor, Contractor's agents, officers, employees, subcontractors, or independent contractors hired by Contractor in the performance of the Agreement. The only exception to Contractor's responsibility to protect, defend, and hold harmless the City, is due to the sole negligence, recklessness or wrongful conduct of the City, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

**Section 11. Insurance.**

On or before beginning any of the services or work called for by any term of this

Agreement, Contractor, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the City, the insurance specified below with insurers and under forms of insurance satisfactory in all respects to the City. Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Contractor has also been obtained for the subcontractor. Insurance required herein shall be provided by Insurers in good standing with the State of California and having a minimum Best's Guide Rating of A- Class VII or better.

### **11.1 Commercial General Liability.**

Throughout the term of this Agreement, Contractor shall maintain in full force and effect Commercial General Liability coverage in an amount not less than five million dollars per occurrence (\$5,000,000.00), combined single limit coverage for risks associated with the work contemplated by this agreement. If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this agreement or the general aggregate limit shall be at least twice the required occurrence limit.

### **11.2 Comprehensive Automobile Liability.**

Throughout the term of this Agreement, Contractor shall maintain in full force and effect Comprehensive Automobile Liability coverage, including owned, hired and non-owned vehicles in an amount not less than five million dollars per occurrence (\$5,000,000.00).

### **11.3 Workers' Compensation.**

If Contractor intends to employ employees to perform services under this Agreement, Contractor shall obtain and maintain, during the term of this Agreement, Workers' Compensation Employer's Liability Insurance in the statutory amount as required by California law.

### **11.4 Proof of Insurance Requirements/Endorsement.**

Prior to beginning any work under this Agreement, Contractor shall submit the insurance certificates, including the deductible or self-retention amount, and an additional insured endorsement naming City, its officers, employees, agents, and volunteers as additional insured as respects each of the following: Liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded City, its officers, employees, agents, or volunteers.

**11.5 Notice of Cancellation/Termination of Insurance.**

The above policy/policies shall not terminate, nor shall they be cancelled, nor the coverage reduced, until after thirty (30) days' written notice is given to City, except that ten (10) days' notice shall be given if there is a cancellation due to failure to pay a premium.

**11.6 Terms of Compensation.**

Contractor shall not receive any compensation until all insurance provisions have been satisfied.

**Section 12. Termination.**

City shall have the right to terminate this Agreement without cause by giving thirty (30) days' advance written notice of termination to Contractor.

In addition, this Agreement may be terminated by any party for cause by providing ten (10) days' notice to the other party of a material breach of contract. If the other party does not cure the breach of contract, then the agreement may be terminated subsequent to the ten (10) day cure period.

**Section 13. Notice.**

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:

To City: City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attn: Josette Espinosa, Director of Parks and Recreation

Contractor: Pyro Engineering Inc  
999 South Oyster Bay Rd Suite 111  
Bethpage, NY 11714  
Attn: Dennis Brady Jr., CEO

**Section 14. Entire Agreement**

This Agreement and Exhibits "A" and "B" constitute the entire understanding and agreement between the parties and supersedes all previous negotiations between them pertaining to the subject matter thereof.

**Section 15. Governing Law**

This Agreement is made and entered into and shall be interpreted in accordance with the applicable laws of the State of California. The Parties hereby consent to the jurisdiction and venue of the courts located in the County of Orange, State of California, in resolving any dispute arising under or concerning this Agreement. \

**Section 16. Attorney's Fees.**

In the event of any litigation between the parties hereto involving the terms or conditions of this Agreement, the prevailing party shall be entitled to recover reasonable expenses of litigation, including but not limited to attorney's fees and court costs.

**Section 17. Counterparts.**

This Agreement may be signed in counterparts, and once so executed facsimile or electronic copies of the executed agreement may be used as an original for all purposes.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF HUNTINGTON PARK

By: \_\_\_\_\_  
Karina Macias, Mayor

PYRO ENGINEERING, INC. dba  
BAY FIREWORKS

By: \_\_\_\_\_  
Dennis Brady Jr., CEO

ATTEST:

\_\_\_\_\_  
Donna Schwartz, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Arnold Alvarez-Glasman, City Attorney



# CITY OF HUNTINGTON PARK

Public Works  
City Council Agenda Report

February 16, 2016

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

Dear Mayor and Members of the City Council:

## **APPROVE RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATION FOR BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAM**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Adopt Resolution No. 2016-05, Authorizing Submittal of Application for Beverage Container City/County Payment Programs and Related Authorizations to CalRecycle; and
2. Designate the City Manager as Signature Authority to execute all documents necessary to implement and secure payment.

### **BACKGROUND**

On April 18, 2011 Council authorized Resolution No. 2011-15 allowing participation in The California Department of Resources Recycling and Recovery (CalRecycle) City/County payment program to fund beverage container recycling and litter abatement projects, until rescinded.

CalRecycle staff will be recommending several changes to the Beverage Container Recycling City/County Payment Program in the near future. In anticipation of program modifications CalRecycle has requested that participants update existing resolutions to reflect changes that may, or may not, be included as program requirements in upcoming grant cycles. Below is a partial list of the proposed changes:

1. Implement an approximate two year term for recipients to expend Program funds.
2. Require authorized signatures with submittal of Funding Request and Expenditure Report.
3. Implement a proportionate cost methodology for all eligible materials/activities.
4. Require recipients to submit an Expenditure Report with supporting documentation for funds expended.

**APPROVE RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATION FOR BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAM**

February 16, 2016

Page 2 of 2

Staff does not anticipate an impact to current services.

**FISCAL IMPACT/FINANCING**

There will be no measurable fiscal impact. This will allow for the continuation of beverage container recycling and litter prevention programs that are currently established. Grant revenues will be expended according to the Terms and Conditions and expenditures will match the revenue anticipated.

**LEGAL AND PROGRAM REQUIREMENTS**

Pursuant to Public Resources Code section 14581(a)(3)(A) of the California Beverage Container Recycling and Litter Reduction Act, CalRecycle is distributing \$10,500,000 in FY 2015–16 to eligible cities and counties specifically for beverage container recycling and litter cleanup activities.

**CONCLUSION**

Upon Council approval, adopt a resolution to continue submittal of Application for Beverage Container City/County Payment Programs and designate the City Manager as the Signature Authority to execute all documents necessary for program compliance.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Michael J. Ackerman  
City Engineer

**ATTACHMENTS**

- A. Resolution No. 2011-15, Authorizing the Participation in the Department of Resources Recycling and Recovery (CalRecycle) City/County Payment Program to Fund Beverage Container Recycling and Litter Abatement Projects.
- B. Resolution No. 2016-05, Authorizing Submittal of Application for Payment Programs and Related Authorizations.

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**RESOLUTION NO. 2011-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK,  
AUTHORIZING THE PARTICIPATION IN THE DEPARTMENT OF RESOURCES  
RECYCLING AND RECOVERY (CALRECYCLE) CITY/COUNTY PAYMENT PROGRAM  
TO FUND BEVERAGE CONTAINER RECYCLING AND LITTER ABATEMENT  
PROJECTS**

**WHEREAS**, Public Resources Code sections 48690 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle), formerly known as the California Integrated Waste Management Board, to make payments to qualifying jurisdictions for implementation of their beverage container recycling and litter abatement programs as required by PRC §14581(A)(4)(A); and

**WHEREAS**, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the Beverage Container Recycling and Litter Abatement Program; and

**WHEREAS**, CalRecycle's procedures for administering the Beverage Container Recycling and Litter Abatement Program require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the Beverage Container Recycling and Litter Abatement Program.

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

**SECTION 1.** That the City Council of the City of Huntington Park hereby designates, authorizes, and empowers the City Manager, or his designee, to execute in the name of the City of Huntington Park, all documents, including but not limited to, applications, agreements, annual reports (including expenditure reports) and amendments as necessary to secure said payments to support our Beverage Container Recycling and litter cleanup activities.

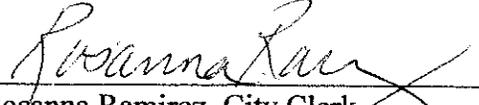
**SECTION 2.** This authorization is effective until rescinded by the City Council of the City of Huntington Park.

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

**PASSED, APPROVED AND ADOPTED** this 18<sup>th</sup> day of April 2011.

  
\_\_\_\_\_  
Ofelia Hernandez, Mayor

ATTEST:

  
\_\_\_\_\_  
Rosanna Ramirez, City Clerk

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ATTEST:

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

I, Rosanna M. Ramirez, City Clerk of the City of Huntington Park, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being Resolution No. 2011-15 was duly passed and adopted by the City Council of the City of Huntington Park, approved and signed by the Mayor of said City, and attested to by the City Clerk of said City, all at a regular meeting of the City Council held on the 18<sup>th</sup> Day of April, 2011, and that the same was so passed and adopted by the following vote, to wit:

AYES:           Council Members – Gomez, Molina, Guerrero, Perez, Hernandez,

NOES:           Council Members – None

ABSENT:        Council Members – None

ABSTAIN:       Council Members – None

  
\_\_\_\_\_  
City Clerk





# CITY OF HUNTINGTON PARK

Department of Public Works  
City Council Agenda Report

February 16, 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 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF HUNTINGTON PARK AND THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA REGARDING REIMBURSEMENT FOR SAFE DRINKING WATER PROGRAM FOR DISADVANTAGED COMMUNITY (DAC) PROGRAM SERVICES**

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve Memorandum of Understanding with the Water Replenishment District as a participant in the recently launched Safe Drinking Water Program, Disadvantaged Communities Outreach Program; and
2. Authorize the City Manager to execute the MOU.

**BACKGROUND**

The City of Huntington Park Miles Avenue Well (Well 17) site was taken out of production by order of the California Health Department due to high nitrate levels in 2010. On November 17, 2014 City Council directed the City Manager to execute an Agreement with the Gateway Region Management Authority to receive grant funding as part of the 2014 Integrated Regional Water Management (IRWM) Drought Grant. This funding was earmarked for the purchase and installation of Nitrate Analyzers. Subsequent to receiving grant funding the City was notified by the State Water Resources Control Board that the installation of the Analyzers would not be sufficient treatment for the removal of nitrates and the Permit to Operate would not be issued. In response to this revelation the City released the grant funding.

At about the same time, discussions began with the Water Replenishment District (WRD) to determine if other treatment options, including potential funding opportunities, might be available for Well 17. As fate would have it such an opportunity existed as part of the Disadvantaged Communities Drinking Water Program.

# **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF HUNTINGTON PARK AND THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA REGARDING REIMBURSEMENT FOR SAFE DRINKING WATER PROGRAM FOR DISADVANTAGED COMMUNITY (DAC) PROGRAM SERVICES**

February 16, 2016

Page 2 of 3

The recently instituted program, through the Disadvantaged Communities (DAC) Drinking Water Program, would assist the City with applying for State Funding, Proposition 1 Funding and other resources. The District's assistance includes providing a comparative feasibility study include in the City's funding application. The feasibility study will determine a cost efficient treatment procedure that would enable the City to renew production at Well 17 and meet operational concerns of the State Water Resources Control Board. The State Revolving Fund (DWSRF) funds up to \$500,000 to study the feasibility of potable water treatment options of wells located in disadvantaged communities.

WRD assistance through the DAC grant will also cover the remaining three Phases necessary to complete the project. The Preliminary Design Phase, which covers 30% of the design, and then the Complete Design Phase, which covers the remaining 70% of the design. Upon completion of all Engineering Design the final component of the Construction Management Phase will commence. It is important to note that each Phase identified above is part of the Planning Phase covered by the \$500,000. It is estimated that the work identified in each Phase identified above will not exceed the \$500,000 allocation. When the work identified in the Feasibility and Design Phases has been completed the City will have a shelf-ready project. The City will then be eligible to apply for a Construction grant through the same State Revolving Fund (DWSRF). The Construction grant exclusively covers capital expenses.

City staff, Severn-Trent and WRD and their team have been conducting preliminary analysis on appropriate treatment solutions for Well 17. As the fact gathering phase nears completion it has become necessary to look to the next step in the process. Thus, in order to secure the funding for the preliminary design the WRD has requested that we formalize the process and enter into an MOU in order to initiate the procurement of grant funding.

## **FISCAL IMPACT/FINANCING**

No matching funds are required. There is no direct impact on the current budget. If grant funding is secured the City will avoid incurring the expense necessary to remediate Well 17 and the City will reimburse the WRD any grant funds received. Upon completion, the City will reduce consumption of imported water and instead rely on domestically produced water.

## **LEGAL AND PROGRAM REQUIREMENTS**

The DAC program was developed to serve disadvantaged communities and small water system providers to access funding for contaminated drinking water sources. Various funding sources are available through the State Drinking Water State Revolving Funds, the US Environmental Protection Agency and Proposition 1 Water Bond. This MOU will

**APPROVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF HUNTINGTON PARK AND THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA REGARDING REIMBURSEMENT FOR SAFE DRINKING WATER PROGRAM FOR DISADVANTAGED COMMUNITY (DAC) PROGRAM SERVICES**

February 16, 2016

Page 3 of 3

allow the District to utilize their staff and consultants who specialize in procuring funding, provide guidance and oversee all aspects of the application, submittal and qualification process on behalf of the City.

In order to proceed it is necessary to obtain authorization from Council to enter a MOU with the WRD. Should the City successfully obtain grant funding for the project the City will refund the WRD for any and all costs incurred by the WRD on behalf of the City.

Environmental review is not required. However, a Permit to Operate is required by the State Water Resources Control Board.

**CONCLUSION**

Upon authorization, direct the City Clerk to obtain the required signatures and send the fully executed Memorandum of Understanding to the Water Replenishment District.

Respectfully submitted,

  
EDGAR P. CISNEROS  
City Manager

  
Michael Ackerman  
City Engineer

**ATTACHMENTS**

A: MOU Between City of Huntington Park and the Water Replenishment District

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE**

\_\_\_\_\_  
**AND**

**THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
REGARDING REIMBURSEMENT FOR  
SAFE DRINKING WATER PROGRAM FOR DISADVANTAGE COMMUNITY  
(DAC) PROGRAM SERVICES**

This Memorandum of Understanding, hereinafter (“MOU”), is made and entered by and between \_\_\_\_\_ (“Participant”), and the Water Replenishment District of Southern California (“WRD”) or together as (“Parties”).

**RECITALS**

**WHEREAS**, WRD recently launched a new component of the Safe Drinking Water Program, the Disadvantage Communities (DAC) Outreach Program; and

**WHEREAS**, the DAC program was developed to serve disadvantaged communities and small water system providers to access funding for contaminated drinking water sources; and

**WHEREAS**, by helping disadvantaged communities clean up and treat contaminated water wells, WRD furthers its mission in reducing the region’s dependence on imported water; and

**WHEREAS**, under the DAC program, WRD will assist small water system providers in applying for funding from various sources including the Safe Drinking Water State Revolving Funds, the US EPA and sources through the Proposition 1 Water Bond; and

**WHEREAS**, through the DAC program, WRD will provide District staff, its consultants and resources who specialize in procuring funding for Participants as well as engineering assistance to perform the technical analysis needed for funding applications; and

**WHEREAS**, WRD also will provide guidance and oversee all aspects of the application, submittal and qualification process for funding sources on behalf of the Participant; and

**WHEREAS**, WRD agrees to provide these services to aid the Participant provided Participant agrees to the terms of this MOU.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES:**

**Section 1:** Participant hereby requests the assistance of WRD as set forth in this MOU.

**Section 2:** Participant agrees to be bound by the terms of this MOU in consideration of the services and assistance of WRD as contemplated herein.

**Section 3:** Participant hereby agrees to refund WRD for any and all costs incurred in rendering any assistance under this MOU if funding is received and accepted by Participant in relation to the efforts, applications and submittals prepared by WRD on behalf of the Participant.

Estimated costs for assistance under this program vary by complexity and scale. WRD estimates project assistance costs to average approximately 30% of individual project cost.

- Engineering
- Feasibility/Alternative Analysis – 2%
- Pre-Design Engineering – 8%
- Final Design Engineering & Construction Services – 11%
- Environmental – 1%
- Application Preparation (Kennedy) – 4%
- Administration – 1.5%
- Construction Management Assistance – 3%

**Section 4:** Availability of Records and Audits Upon thirty (30) days written notice, Parties hereto may examine, inspect, copy, review and audit any documents or records within the custody or control of the other Party relating to any and all aspects of services related to this MOU or charges or credits incurred or received in relation to this MOU.

**Section 5:** Amendments This MOU only applies to the terms contained herein. Any amendment as to the terms of this MOU requires the written agreement of the Parties in an amendment to this MOU.

**Section 6:** Notices Any and all notices related to this MOU shall be made in writing and may be given by personal delivery, by mail, or by facsimile. Such notices sent by mail should be sent of the designated contact person for each Party and addressed as follows:

Participant

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WRD

Water Replenishment District of Southern California  
Safe Drinking Water Program Manager  
4040 Paramount Boulevard  
Lakewood, CA 90712

**Section 7:** Authority Each of the Parties hereto represents and warrants to the other that it has full power and authority and has obtained all approvals required by its governing board or governing body necessary to enter into, and perform its obligations under, this MOU and that the individual executing this MOU on its behalf has the legal power, rights, and authority to bind such party.

**Section 8:** Counterparts This MOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

**Section 9:** Governing Law This MOU shall be construed and enforced in accordance with the laws of the State of California, without giving effect to rules governing the conflict of laws.

**Section 10:** No Assignment Neither party shall assign or otherwise transfer this MOU or its right or interest or any part thereof to any third party, without the prior written consent of the other party, which such consent shall not be unreasonably withheld. No assignment of this MOU shall relieve the assigning party of its obligations until such obligations have been assumed in writing by the assignee. When duly assigned in accordance with the forgoing, this MOU shall be binding upon and inure to the benefit of the assignee.

**Section 11:** Attorneys' Fees If any legal suit, action, or proceeding (collectively, and together with all appeals thereof, each a "Legal Proceeding") is commenced under this MOU or to enforce this MOU, in addition to any other relief to which the successful or prevailing party or parties are entitled, the successful or prevailing party or parties shall be entitled to recover, and the non-prevailing party or parties shall pay (a) reasonable attorneys' fees and expenses of the successful or prevailing party or parties, (b) court costs, and (c) other out-of-

pocket expenses incurred by the successful or prevailing party or parties in such Legal Proceeding.

**IN WITNESS WHEREOF**, the parties thereto have executed this Memorandum of Understanding to be executed by their duly authorized representatives.

PARTICIPANT

By: \_\_\_\_\_

Date: \_\_\_\_\_

And: \_\_\_\_\_

WATER REPLENISHMENT DISTRICT  
OF SOUTHERN CALIFORNIA

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Sergio Calderon, President, Board of Directors

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Robert Katherman Secretary, Board of Directors

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Leal Trejo APC, District Counsel



# CITY OF HUNTINGTON PARK

Office of the City Manager  
City Council Agenda Report

February 16, 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:

## **HUNTINGTON PARK EXPRESS FIXED ROUTE TRANSIT SERVICES – REQUEST AUTHORIZATION TO AMEND THE ASSIGNMENT OF SERVICES AGREEMENT**

In concert with the improvements approved and planned for the fixed route transit services (Huntington Park Express, formerly Combi) in the City of Huntington Park, administration is requesting City Council's approval to amend the assignment of services agreement to provide clarification for various inconsistencies with respect to the responsibilities of each party and to affirm the City Manager's authority to modify the service provided up to 20% in the future and modify the scope of service as set forth below:

- The City shall at all times provide at least 5 operable vehicles for the transit service.
- Metro shall continue to lease vehicles for \$100 a month and pay maintenance for all vehicles leased that were acquired after July 1, 2015.
- Metro shall be responsible for maintenance of Vehicles 001, 002, 003, 004 and any new vehicles acquired that are made available for Metro's use.
- City shall continue to assume responsibility for maintenance of Vehicles 369, 941, 960, 961, 962 and 963.
- Metro shall continue to reimburse City for fuel costs.
- Metro shall continue to pay the City \$5,200 a month for rent at the Public Works Yard consistent with the lease attached or continue to operate an office within or near the City of Huntington Park if it chooses to terminate the lease while the terms of the transit contract are still in effect.
- Metro shall make available a total of 20 hours of complimentary transportation services annually to the City to utilize for City sponsored events.

Staff expects demand and ridership shall increase with these enhancements, which include new shuttles, promotion, community outreach and a service rebranding, and with the goal that in the near future the service might be restored to the service levels prescribed in the Second Amendment of 2008. However for the time being the service shall operate as follows:

**HUNTINGTON PARK EXPRESS FIXED ROUTE TRANSIT SERVICES -  
AUTHORIZATION TO AMEND THE ASSIGNMENT OF SERVICES AGREEMENT**

February 16, 2016

Page 2 of 3

Days	Hours	# of Shuttles	Frequency	Route	Direction	Revenue Hours*
Monday - Friday	6:00 AM – 6:30 PM	2	25 min	1, 2	Clockwise	6,688
Monday - Friday	6:00 AM – 6:30 PM	2	25 min	3, 4	Counter Clockwise	6,688
Monday - Friday	6:00 AM – 9:00 AM 1:00 PM – 4:00 PM	1	25 min	5 "Tripper"	Clockwise	3,348
Saturday	8:00 AM – 5:30 PM	1	25 min	1	Clockwise	1,248
<b>Saturday</b>	<b>8:00 AM – 5:30 PM</b>	<b>1</b>	<b>25 min</b>	<b>1</b>	<b>Counter- Clockwise</b>	<b>1,248</b>
Sunday	None	None	None	None	None	0
<b>Annual total</b>						<b>19,220</b>

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Authorize the City Manager to amend the assignment of agreement with Metro Transit, the current transportation service provider;
2. Execute the agreement to provide public transportation services consistent with the scope of services prescribed in the Amendment to the Assignment, the Assignment, Amendments and Agreement;
3. Ratify and affirm lease with Metro Transit Services for rent of office and parking space at the Public Works Yard located at 6900 Bissell Street, Huntington Park; and
4. Authorize the Interim Finance Director to appropriate an additional \$245,000 budget to cover costs for the remainder of FY 15/16.

**BACKGROUND**

The City assigned the agreement on May 27, 2015 after receiving a Notice of Termination from the Oldtimers Foundation seeking to terminate the transportation services effective April 30, 2015. As a result of this Notice and in order to avoid a lapse of services, staff contacted transportation service providers familiar with the Huntington Park territory.

Metro Transit was subsequently awarded the agreement. Metro Transit has performed well and has been a good partner with the City in providing this much needed service to youth, seniors and other transit dependent residents.

**FISCAL IMPACT/FINANCING**

Currently funding of \$655,000 is included in the City's FY 15/16 adopted budget for fixed route transit. The potential fiscal impact to the City with the scope of service adjustments is approximately \$245,000 annually. An additional budget appropriation of \$245,000 in account 220-0250-431.56-43 for fixed transit route will need to be approved to offset the amended agreement with Metro Transit for the remainder of FY 15/16.

**HUNTINGTON PARK EXPRESS FIXED ROUTE TRANSIT SERVICES -  
AUTHORIZATION TO AMEND THE ASSIGNMENT OF SERVICES AGREEMENT**

February 16, 2016

Page 3 of 3

**CONCLUSION**

It is requested that the City Council adopt the recommendations set forth above and authorize the City Manager to take action consistent with the items above.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager

**ATTACHMENTS**

- A. Amendment to Assignment of Agreement
- B. Assignment of Agreement between the City of Huntington Park and Metro Transit
- C. Cancellation Notice from Oldtimers Foundation
- D. Fourth Amendment to Agreement for Operation of Public Transit Services in the City of Huntington Park Between the City of Huntington Park and Oldtimers Foundation
- E. Lease with Metro Transit for office space and parking at Public Works Yard located at 6900 Bissell Street, Huntington Park
- F. Shuttle Inventory

**AMENDMENT TO THE ASSIGNMENT OF THE AGREEMENT FOR THE  
OPERATION OF PUBLIC TRANSIT SERVICES, AS AMENDED, IN THE CITY OF  
HUNTINGTON PARK BETWEEN THE CITY OF HUNTINGTON PARK AND METRO  
TRANSIT SERVICES**

This AMENDMENT TO THE ASSIGNMENT is made and entered into this \_\_\_\_ day of February 2016, by and between the City of Huntington Park (“City”) and Metro Cars West, LLC dba Metro Transit Services (“Contractor”).

**RECITALS**

WHEREAS, City had previously entered into an "Agreement for the Operation of Public Transit Services in the City of Huntington Park between the City of Huntington Park and Oldtimers Foundation ("Oldtimers")," dated April 4, 2004 ("Agreement") which set forth certain terms and conditions for the management and operation of transit services as set forth and defined in the Agreement; and

WHEREAS, the Agreement has been amended by the First Amendment dated March 20, 2007, the Second Amendment dated June 16, 2008, the Third Amendment dated September 17, 2012, and the Fourth Amendment dated September 3, 2013 (collectively, the "Amendments"); and

WHEREAS, Oldtimers provided notice to the City dated March 31, 2015 that it intended to terminate its services under the Agreement and Amendments effective May 1, 2015, but that Oldtimers was willing to continue service until June 1, 2015; and

WHEREAS, as a result of the termination of services by Oldtimers, the City was obligated to secure an alternative transportation service provider to provide similar services; and

WHEREAS, City has previously entered into an "Assignment of Agreement for the Operation of Public Transit Services in the City of Huntington Park between the City of Huntington Park and Metro Transit Services ("Contractor")," dated May 26, 2015 ("Assignment of Agreement") which set forth certain terms and conditions for the management and operation of transit services as set forth and defined in the Agreement; and

WHEREAS, the City assigned the Agreement as amended by the Amendments to Contractor pursuant to the terms of the Agreement and the Amendments and Contractor accepted the assignment of the Agreement and the Amendments from the City to provide transportation services to the City under the same terms and conditions set forth in the Agreement and Amendments, subject to the modification of such terms and conditions as set forth herein.

WHEREAS, the City seeks the following clarification and adjustments to the Assignment of the Agreement as amended by the Amendments, pursuant to the terms of the Agreement and the Amendments and Contractor hereby wishes to accept the Amendment to the Assignment of the Agreement, the Amendments, and the Agreement with the City to provide transportation services to the City under the same terms and conditions set forth in the Agreement and Amendments, subject to the modification of such terms and conditions as set forth herein.

NOW, THEREFORE, it is agreed as follows:

**1. Amendment of Assignment of Agreement and Amendments.**

In consideration of the good and valuable consideration set forth in this Amendment to the Assignment, receipt of which is acknowledged, the City affirms that it grants, assigns, transfers and conveys to Contractor, and Contractor accepts the obligations, duties and responsibilities of the Amendment of the Assignment, Assignment of Agreement and the Amendments. All terms, conditions, responsibilities and obligations of the City and the Contractor as set forth in the Agreement and the Amendments shall be in full force and effect, except as modified herein.

**2. Name of Service.**

Transit services in the City of Huntington Park will henceforth be known as the Huntington Park Express and will be promoted as such by the City and Contractor.

**3. City Vehicles to be Leased to Assignee.**

City agrees to provide a minimum of five (5) working vehicles to Contractor for the transportation services required herein. Assignee agrees to lease said vehicles for the amount of One Hundred and 00/100 Dollars (\$100.00) per month payable on the 1<sup>st</sup> day of each month during the term of this Assignment. Once vehicles are accepted by the Contractor, the Contractor shall be responsible for the repair of any negligent or intentional damage caused to the vehicles by the Contractor or its operators.

**4. Maintenance of Vehicles.**

Contractor agrees to be responsible for the routine maintenance and repair of all vehicles leased from the City that were acquired by the City after January 1, 2016. These vehicles are currently inventoried as Vehicles 1000, 1001, 1002 and 1003. Contractor shall make certain that adequate maintenance is taking place and that it is properly logged and documented and shall make those records available to the City upon request. Contractor shall be responsible for all vehicle fuel costs. City shall continue to maintain all other vehicles currently utilized by the Contractor as identified on the vehicle inventory attachment.

**5. Farebox Collection.**

Contractor agrees to assist City with its procurement and installation of fare collection equipment and transit pass readers on all vehicles in service and all fares will be credited to the account of the City.

**6. Additional Complimentary Services.**

Contractor agrees to make available at least 20 hours of complimentary service annually for City sponsored events as authorized by the City Manager.

**7. Scope of Service.**

City Manager retains the right to adjust the service by decreasing the Scope of Service by 20% without affecting a change in rates. City Manager shall also have the authority to restore services under this Agreement to the levels previously prescribed in the Second Amendment so long as such service does not exceed the operation of seven (7) shuttles at once. However, unless and until the City Manager exercises their discretion to modify the service levels, the Contractor will operate the following service henceforth:

Days	Hours	# of Shuttles	Frequency	Route	Direction	Revenue Hours*
Monday - Friday	6:00 AM – 6:30 PM	2	25 min	1, 2	Clockwise	6,688
Monday - Friday	6:00 AM – 6:30 PM	2	25 min	3, 4	Counter Clockwise	6,688
Monday - Friday	6:00 AM – 9:00 AM 1:00 PM – 4:00 PM	1	25 min	5 "Tripper"	Clockwise	3,348
Saturday	8:00 AM – 5:30 PM	1	25 min	1	Clockwise	1,248
Saturday	8:00 AM – 5:30 PM	1	25 min	1	Counter-Clockwise	1,248
Sunday	None	None	None	None	None	0
Annual total						19,220

**8. Amendment of Route, Stops and Scope of Service.**

City and Contractor agree to work in tandem on future amendments of routes, stops and scope of service as dictated by ridership demand, the needs of the community and the City Council.

**9. Promotion of Service.**

City and Contractor agree to work in tandem to promote the new Huntington Park Express Service and to promote public transit as a means to ease congestion issues and reduce the carbon footprint of Huntington Park.

**10. Liability/Indemnification.**

Contractor shall defend, indemnify and forever hold City harmless from any loss, damage, injury or death arising from any act or omission of Contractor, its assignees, invitees, licensees, employees, agents or subcontractors caused to person or property of any other individual or entity, including any governmental entity, during the term of the Amendment to Assignment of the Agreement, Agreement and Amendments and for a period of two (2) years after the term of the Amendments to the Assignment of Agreement, Agreement and Amendments is concluded.

**11. Enforcement.**

This Assignment may be enforced by any means or remedy available at law or in equity, including the right to seek injunctive relief and the right to the remedy of specific performance.

**12. Binding Effect.**

This Assignment extends to and is binding upon the parties and their respective heirs, personal representatives, successors and assigns.

**13. Attorney’s Fees.**

In the event of any controversy, claim or dispute relating to this Assignment, the prevailing party shall be entitled to recover all costs of suit, including without limitation reasonable attorney’s fees.

**14. All Other Terms of Agreement and Amendments in Full Force and Effect.**

Except as set forth herein, all terms, conditions, obligations, duties and responsibilities of the Parties as defined and provided for in the Agreement and the Amendments shall be in full force and effect.

**15. Duty to Negotiate to Address Issues of Concern.**

The Parties, throughout the Term of this Assignment, if necessary, shall meet and negotiate in good faith in order to address issues of concern that may arise during Term of this Assignment and in providing the transportation services required under this Assignment and the Agreement, as amended.

**IN WITNESS WHEREOF**, the undersigned have executed the Assignment of the Assignment effective as of the date first set forth above.

CITY  
CITY OF HUNTINGTON PARK

CONTRACTOR  
METRO TRANSIT SERVICES

\_\_\_\_\_  
Karina Macias  
Mayor

\_\_\_\_\_  
By: Craig Smedman  
Its: Senior Vice President

ATTEST:

\_\_\_\_\_  
Donna Schwartz, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

**ASSIGNMENT OF THE AGREEMENT FOR THE OPERATION OF PUBLIC TRANSIT SERVICES, AS AMENDED, IN THE CITY OF HUNTINGTON PARK BETWEEN THE CITY OF HUNTINGTON PARK AND METRO TRANSIT SERVICES**

This ASSIGNMENT is made and entered into this 26th day of May 2015, by and between the City of Huntington Park ("City") and Metro Cars West, LLC dba Metro Transit Services ("Assignee").

**RECITALS**

WHEREAS, City has previously entered into an "Agreement for the Operation of Public Transit Services in the City of Huntington Park between the City of Huntington Park and Oldtimers Foundation ("Oldtimers")," dated April 4, 2004 ("Agreement") which set forth certain terms and conditions for the management and operation of transit services as set forth and defined in the Agreement; and

WHEREAS, the Agreement has been amended by the First Amendment dated March 20, 2007, the Second Amendment dated June 16, 2008, the Third Amendment dated September 17, 2012, and the Fourth Amendment dated September 3, 2013 (collectively, the "Amendments"); and

WHEREAS, Oldtimers has provided notice to the City dated March 31, 2015 that it intended to terminate its services under the Agreement and Amendments effective May 1, 2015, but that Oldtimers is willing to continue service until June 1, 2015, unless earlier terminated; and

WHEREAS, as a result of the termination of services by Oldtimers, the City must now secure an alternative transportation service provider to provide similar services; and

WHEREAS, the City hereby assigns the Agreement as amended by the Amendments to Assignee pursuant to the terms of the Agreement and the Amendments and Assignee hereby wishes to accept the assignment of the Agreement and the Amendments from the City to provide transportation services to the City under the same terms and conditions set forth in the Agreement and Amendments, subject to the modification of such terms and conditions as set forth herein.

NOW, THEREFORE, it is agreed as follows:

**1. Assignment of Agreement and Amendments**

In consideration of the good and valuable consideration set forth in this Assignment receipt of which is acknowledged, the City grants, assigns, transfers and conveys to Assignee, and Assignee accepts the obligations, duties and responsibilities of the Agreement and the Amendments. All terms, conditions, responsibilities and obligations of the City and the Assignee as set forth in the Agreement and the Amendments shall be in full force and effect, except as modified below.

**2. Term.**

The Agreement as amended is hereby extended for a period of five (5) years until May 31, 2020, unless earlier terminated by the Parties or as set forth in section 10, below.

**3. Hourly Rate.**

The hourly rate for the Fixed Route Transportation System services as set forth in the Fourth Amendment shall be at the hourly cost of \$63.00 per hour. The hourly cost of service will increase by 3% each and every year of the agreement and/or the applicable municipal area COLA index, whichever is greater.

**4. City Vehicles to be leased to Assignee.**

City agrees to provide four (4) of vehicles to Assignee for the transportation services required herein. Assignee agrees to lease said vehicles for the amount of One Hundred and 00/100 Dollars (\$100.00) per month payable on the 1<sup>st</sup> day of each month during the term of this Assignment. Any maintenance discrepancy(s) other than normal historical wear and tear will be addressed between the City and the Oldtimers Foundation, but shall not delay the transfer of the vehicles for use by the Assignee. Once the vehicles are accepted by the City and provided to the Assignee, it shall be the responsibility of the City to provide maintenance and repair of the vehicles for reasonable wear and tear of the vehicles. The Assignee shall be responsible for the repair of any negligent or intentional damage caused to the vehicles by the Assignee or its operators.

**5. Liability/Indemnification.**

Assignee shall defend, indemnify and forever hold Assignor harmless from any loss, damage, injury or death arising from any act or omission of Assignee, its assignees, invitees, licensees, employees, agents or subcontractors caused to person or property of any other individual or entity, including any governmental entity, during the term of this Assignment and for a period of two (2) years after the term of this Assignment is concluded. Additionally, the Assignor shall defend, indemnify and forever hold Assignee harmless from any loss, damage, injury or death arising from any act or omission of Assignor, its contracted transportation company(s), its assignees, invitees, licensees, employees, agents or subcontractors caused to person or property of any other individual or entity, including any governmental entity, during the original term of this agreement consistent with any and all agreement amendments.

**6. Enforcement.**

This Assignment may be enforced by any means or remedy available at law or in equity, including the right to seek injunctive relief and the right to the remedy of specific performance.

**7. Binding Effect.**

This Assignment extends to and is binding upon the parties and their respective heirs, personal representatives, successors and assigns.

**8. Attorney's Fees.**

In the event of any controversy, claim or dispute relating to this Assignment, the prevailing party shall be entitled to recover all costs of suit, including without limitation reasonable attorney's fees.

**9. All Other Terms of Agreement and Amendments in Full Force and Effect.**

Except as set forth herein, all terms, conditions, obligations, duties and responsibilities of the Parties as defined and provided for in the Agreement and the Amendments shall be in full force and effect.

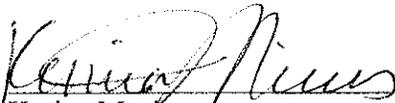
**10. Duty to Negotiate to Address Issues of Concern.**

The Parties, throughout the Term of this Assignment, if necessary, shall meet and negotiate in good faith in order to address issues of concern that may arise during Term of this Assignment and in providing the transportation services required under this Assignment and the Agreement, as amended.

**IN WITNESS WHEREOF**, the undersigned have executed the Assignment of the Assignment effective as of the date first set forth above.

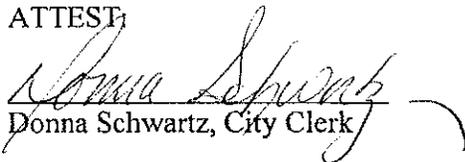
CITY  
CITY OF HUNTINGTON PARK

ASSIGNEE  
Metro Cars West, LLC dba METRO  
TRANSIT SERVICES

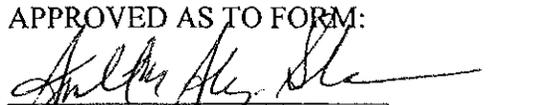
  
Karina Macfas  
Mayor

  
By: Dan Ret  
Its: President/CEO *5/20/15*

ATTEST:

  
Donna Schwartz, City Clerk

APPROVED AS TO FORM:

  
Arnold M. Alvarez-Glasman, City Attorney



Office of the City Manager

April 29, 2015

Jose L. Solache  
Interim Chief Executive Officer  
Oldtimers Foundation  
3355 East Gage Avenue  
Huntington Park, CA 90255

Via Email: jlsolache@gmail.com  
Via Fax: (323) 582-5957

Dear Mr. Solache:

This letter will serve to memorialize my understanding of the relationship between the City of Huntington Park (City) and Oldtimers Foundation (Oldtimers) for the temporary continuation of transportation services commencing May 1, 2015 and continuing for a period not to exceed June 1, 2015.

It is my understanding that in spite of your previously submitted Notice of Termination dated March 31, 2015, Oldtimers is willing to provide transportation services pursuant to the terms of the "Fourth Amendment to Agreement for Operation of Public Transit Services in the City of Huntington Park between the City of Huntington Park and Oldtimers Foundation." In consideration of the continued services by Oldtimers to the City, the City is willing to increase the currently hourly service rate to \$53.00 per hour.

This temporary service arrangement will allow the City and the new transportation service provider to finalize negotiations for permanent transportation services consistent with the service levels previously agreed to by Oldtimers.

If the above expressed terms are acceptable to Oldtimers, please sign this letter below and return the same to my office at your earliest convenience. As you are aware, time is of the essence and your response to his correspondence is needed no later than 11:00 am April 30, 2015.

Thank you in advance for your cooperation.

Very truly yours,

  
John A. Ornelas  
Interim City Manager

I accept the above terms of service with the City on behalf of Oldtimers for interim transportation services.

  
Jose Solache, Interim Chief Executive Director, Oldtimers Foundation

4/30/15  
Date

**FOURTH AMENDMENT TO AGREEMENT FOR OPERATION OF PUBLIC TRANSIT SERVICES IN THE CITY OF HUNTINGTON PARK BETWEEN THE CITY OF HUNTINGTON PARK AND OLDTIMERS FOUNDATION**

**FOURTH AMENDMENT TO AGREEMENT FOR OPERATION OF PUBLIC TRANSIT SERVICES IN THE CITY OF HUNTINGTON PARK BETWEEN THE CITY OF HUNTINGTON PARK AND OLDTIMERS FOUNDATION** (“Fourth Amendment”), is made and entered into as of September 2, 2013, by and between the City of Huntington Park, a Municipal Corporation of the State of California (“City”), and Oldtimers Foundation, a California Corporation (“Contractor”), with reference to the following:

**RECITALS**

**WHEREAS**, City and Contractor are parties to that certain Agreement, dated April 4, 2004, as amended on March 20, 2007, July 16, 2008 and September 17, 2012 (collectively the “Agreement”), pursuant to which City contracted with Contractor to perform services as defined in the Agreement; and

**WHEREAS**, City of Contractor now desire to amend the Agreement to (i) adjust the Fix Route Transpiration System services described in the Agreement (ii) extend the term of the Agreement for a period of three years and (iii) provide for Contractor’s purchase of vehicles.

**NOW THEREFORE**, City and Contractor hereby agree as follows:

1. Scope of Work. Section 2 “Transportation Services” of the Agreement, and the exhibits attached thereto, are hereby amended as follows:
  - A. The Fix Route Transpiration System services described in the Agreement, and the exhibits attached thereto, are adjusted as follows:

SERVICE	DESCRIPTION	FARE	HOURS	HOURLY COST	ANNUAL COST
WEEKDAY SERVICE Monday - Friday 6:30 am to 6:30 pm	One (1) Clock-wise route operating 3 vehicles with 25 minute headways	<ul style="list-style-type: none"> <li>• \$.75 for General Public</li> <li>• Seniors, Disabled and Children Under 4 free</li> </ul>	10,032 Revenue Hours	\$43.50	\$436,392
WEEKEND SERVICE Saturday - Only 8:00 am to 5:00 pm *NO SUNDAY SERVICE OFFERED	One (1) Clock-wise route operating 3 vehicles with 25 minute or less headways	<ul style="list-style-type: none"> <li>• \$.75 for General Public</li> <li>• Seniors, Disabled and Children Under 4 free</li> </ul>	1248 Revenue Hours	\$43.50	\$54,288
FAREBOX COLLECTION					\$135,000
FIXED ROUTE PROGRAM BUDGET					\$355,680

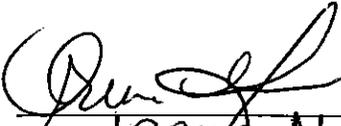
The hourly rate is subject to annual adjustment (with the first such adjustment occurring no earlier than for services performed on or after January 1, 2014) based on Consumer Price Index (CPI) for the prior year and such increase, if any, shall be applied to the hourly rate unless otherwise negotiated between the City and Contractor.

- B. Contractor will make available a total of 20 hours of complimentary transportation services to the City to utilize for City sponsored events as authorized by the City Manager.
  - C. The Senior Dial-a-Ride Program is eliminated. As of the effective date of this Fourth Amendment, City shall no longer be charged or invoiced by Contractor for any service(s) originating from or relating to the Senior Dial-a-Ride Program.
2. Term of Agreement. The Agreement is hereby extended for a period of two years until April 3, 2016.
  3. Section 32. Section entitled "Vehicles" is hereby amended to include the following:
    - C. Following Contractor's payment to City of all local match funds, as set forth in Section 2 of the June 16, 2008 Second Amendment to the Agreement, Contractor shall continue use of said vehicles at no annual charge to the Contractor.
  4. Effective Date. The effective date of this Third Amendment is September 2, 2013.
  5. No Other Modification. Except as amended hereby, the Agreement shall remain unchanged and in full force and effect.
  6. Counterparts. This Third Amendment may be executed in any number of counterparts, all of which shall constitute but one original.

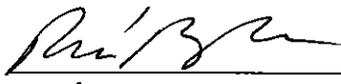
[SIGNATURES BEGIN ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Third Amendment to Agreement for Operation of Public Transit Services in the City of Huntington Park between the City of Huntington Park and Oldtimers Foundation as of the day and year first above written.

**Contractor:**  
Oldtimers Foundation,  
A California Corporation

By:   
Name: Irene Nuki  
Title: CEO

**City:**  
City of Huntington Park,  
A Municipal Corporation

By:   
René Bobadilla, City Manager

**ATTEST:**

By:   
Rocio Martinez, Acting City Clerk

**LEASE BY AND BETWEEN THE CITY OF HUNTINGTON PARK AND  
METRO CARS WEST, LLC DBA METRO TRANSIT SERVICES**

This Lease ("Agreement") is entered into on this 1<sup>st</sup> day of December 2015 between the City of Huntington Park, a municipal corporation ("City") and Metro Cars West, LLC dba Metro Transit Services, ("Tenant"), a for profit organization. The City and the Tenant hereinafter may also be referred to individually as "Party" and collectively as "Parties."

**RECITALS**

This Agreement is made and entered into with respect to the following facts, which are incorporated herein by this reference:

A. **WHEREAS**, the City is the owner of that certain real property located at 6900 Bissell Street, in the City of Huntington Park, California and the improvements thereon as described and depicted in Exhibit "A" (the "Subject Property").

B. **WHEREAS**, the Tenant is for profit organization that provides transportation services to residents of the City.

C. **WHEREAS**, the services provided by Tenant complement the community objective of the operations of the City's local fixed route transit services ("Combi").

**NOW, THEREFORE**, in consideration of the foregoing, and the covenants and agreements made on the part of each Party, as hereinafter set forth, the sufficiency of which consideration is hereby acknowledged by each Party, the Parties agree upon the following terms and conditions:

1. **LEASED PREMISES.** Tenant hereby leases from the City the Subject Property located at 6900 Bissell Street, Huntington Park, California.

2. **TERM.** The term of this Agreement shall commence on that date which is the later of the two dates shown on the signature page of this Agreement and shall terminate on December 31, 2018. Tenant shall have the option to extend the term of this Agreement for an additional six (6) months, subject to the City's written approval. Tenant shall provide City a written notice of its intent to exercise its option no later than thirty (30) days prior to the expiration of this Agreement.

However, this Agreement shall automatically terminate thirty (30) calendar days after the termination of the service agreement between Tenant and City dated June 1, 2015 in the event the service agreement is terminated prior to the termination of this Agreement. A copy of the service agreement is attached hereto as Exhibit B.

### 3. RENT.

a. Rent shall be \$5,200 (five thousand, two hundred dollars) per month for the entire Term and subject to renegotiation during any extension period with payment to be made in advance for each upcoming month. Tenant agrees to make all payments required in this Agreement without any set-off, deductions or credits whatsoever to the City.

Page | 2

b. Each rental payment will be due in advance of the upcoming month, and in no event later than the fifth (5<sup>th</sup>) day of each month.

c. Any rental payment not received by the close of business on the fifth (5<sup>th</sup>) day of month will be assessed a late charge in the amount of 10% of the monthly rent due.

d. Payment shall be made to the City in lawful money of the United States of America to the City of Huntington Park Finance Department Office, Attn: Revenue Supervisor.

e. Tenant shall be responsible for the following "Operating Costs" in connection with the Subject Property:

- i. Definition of Operating Costs: "Operating Costs" shall only include those items set forth herein (the "Operating Costs").
  1. Security system, if applicable;
  2. Phone, internet or wireless services, cable or satellite television, if desired or applicable; and
  3. All other costs incurred or caused to be incurred by Tenant relating to Tenant's unique use and operation of transportation vehicles;
- ii. All other costs related to the ownership, operation or maintenance of the Subject Property that arise during the term of this Agreement and that are not set forth on the Operating Costs or contained elsewhere in this Agreement shall be City's sole responsibility at City's sole cost and expense. In the event that Tenant believes that the Subject Property requires repairs or maintenance that are beyond the scope of the defined Operating Costs, Tenant shall notify the City in writing describing the condition necessitating the repair or maintenance. Tenant shall not perform or cause to be performed any repairs or maintenance that are beyond the scope of the defined Operating Costs except with the City's written consent. Any cost incurred or caused to be incurred by Tenant without the City's written consent shall be the sole and absolute responsibility of the Tenant.

### 4. USE OF PREMISES.

a. The use of the Subject Property shall be for the administrative purposes related to the operation on the transit services to the residents of the City consistent with the activities and uses typically associated with such programs. The City does not warrant or represent that the Subject Property is safe, helpful, or suitable for the purposes for which they are permitted to be used under the terms of this Agreement.

b. Tenant acknowledges and agrees that the Subject Property includes only the physical space as designated on Exhibit A, and does not include any furniture, telephonic or computer equipment, or any other equipment, supplies or moveable items.

c. Tenant shall at all times observe and comply with all laws, ordinances, codes and regulations, which pertain to or apply to the use of the Subject Property, now or subsequently imposed whether federal, state or local. Page | 3

d. If the Subject Property ceases to be used for the purposes set forth in this paragraph, this Agreement shall automatically terminate.

#### 5. REPAIRS AND MAINTENANCE.

a. Tenant shall have exclusive use and possession of the Subject Property and shall bear all costs and responsibility for, repair, and maintenance of the Subject Property resulting from Tenant or Tenant's patrons' negligent or willful acts or omissions. Tenant shall maintain the Subject Property in a clean, safe and sanitary condition at all times.

b. If Tenant fails to maintain the Subject Property in a clean, safe and sanitary condition for a period of 15 or more calendar days after being given written notice from City of Tenant's failure to so maintain the Subject Property, City or City's agents may enter the Subject Property upon 24 hours' notice to clean, repair or otherwise maintain the Subject Property. Tenant shall be liable to City for the full costs of such cleaning, repair or maintenance and failure to pay such costs within 30 days of written request shall be considered a breach of this Agreement.

6. OWNERSHIP OF IMPROVEMENTS. Tenant shall at all times during the term of this Agreement have a lease-hold estate to the Subject Property. Upon termination of this Agreement, or upon the expiration of the term, use, possession and enjoyment of the Subject Property (including any and all improvements existing thereon) shall thereupon revert to the City.

#### 7. ALTERATIONS AND ADDITIONS.

a. Tenant shall not make any alterations or additions to the Subject Property without the prior written approval of the City. Tenant agrees to indemnify and hold the City and the Subject Property free and harmless from any and all liabilities, claims, liens, encumbrances and judgments created or suffered in connection with labor, services or materials furnished in connection with any alterations or additions which Tenant causes to be made to the Subject Property. Unless the City agrees in writing to pay for the costs associated with Tenant's proposed alterations or additions, Tenant is responsible for all alterations and additions made by Tenant. All improvements, additions, or alterations which may be made shall become the property of the City and remain upon the Subject Property and be surrendered with the Subject Property at the termination of this Agreement.

b. Should the City decide to make any significant changes to the Subject Property, City will give Tenant notice of any proposed changes within a reasonable amount of time and use good faith efforts to allow Tenant to remain in quiet possession of the Subject Property so long as it is feasible to do so.

8. INSURANCE AND INDEMNITY.

a. Tenant shall secure and maintain a policy of comprehensive liability insurance, in which the City is named as additional insured, for claims arising out of any use or condition of the Subject Property in at least the combined single limit of \$1,000,000 per occurrence for bodily injury or death and damage to the Subject Property. This insurance shall be separate and apart from the insurance required under the operating agreement for the operations of public transit services. The insurance shall further cover claims arising out of negligent acts of their clients and guests. The aforementioned minimum limits of policies shall not, however, limit the liability of Tenant hereunder. Tenant shall furnish certificates of such insurance to the City, and the form thereof shall be subject to the reasonable approval of City. Said policy shall include a separate endorsement, in a form reasonably satisfactory to the City Attorney, naming the City of Huntington Park and its officers and employees as additional insureds. Page | 4

b. Except to the extent of the City's and its employees, officers and/or agents' (collectively, the "City Parties") negligence or willful misconduct, Tenant, its agents, servants, employees, clients, invitees or volunteers (collectively, the "Tenant Parties") shall be solely liable for any and all liability arising from acts of negligence, reckless behavior or willful misconduct by the Tenant Parties. Except to the extent of the City Parties' negligence or willful misconduct, the City, its employees, officers and/or agents shall not be liable for death, injury, or damage of any kind to persons or property from any cause whatsoever by reason of the use and occupancy of the Subject Property by Tenant, its agents, servants, employees, clients or invitees.

c. Neither the City nor Tenant shall be liable consequential damages, loss of profits, or business interruptions in connection with this Lease. City shall not be liable to Tenant, its agents, servants, employees, or invitees for any damage, loss, or injury caused by the condition or design of, or any defect in, the Subject Property, unless the loss, damage, or injury is the result of the negligence or willful misconduct of the City or its duly authorized employees, officers, or agents. The provisions of this section shall survive the termination of this Agreement.

d. Except to the extent of the City Parties' negligence or willful misconduct, Tenant agrees to indemnify City, its officers, directors, employees, agents, and volunteers and hold said individuals harmless and free from and against any and all liability, loss, cost, expense, or obligation (including, without limitation, reasonable attorneys' fees, court costs, and other expenses incurred by City) on account of or arising out of the Tenant Parties' use or occupancy of the Subject Property.

e. The insurance policy obtained by Tenant shall specifically insure performance by Tenant of the indemnity set forth in the immediately preceding paragraph, provided that the coverage is primary and any coverage that the City may maintain shall be in excess thereto, include a cross-liability or severability of interest endorsement and provide that it shall not be canceled or modified without 30 days prior written notice to the City. The liability limits of the above-described insurance policy shall in no manner limit the liability of Tenant under the terms of the indemnification set forth in the immediately preceding paragraph.

f. Tenant agrees to procure and maintain, at its sole cost and expense, standard form fire, extended coverage, vandalism and malicious mischief insurance insuring all of Tenant's personal property and trade fixtures located at the Subject Property, and all fixtures and other improvements installed at the expense of Tenant in the full amount of the value thereof. Said policy shall specifically name the City of Huntington Park (including employees, agents and representatives) as an additional insured, provide that the coverage is primary and any coverage that the City may maintain shall be in excess thereto, provide that all payments shall be made as required by the comparative interests of the City and the Tenant and provide that it shall not be canceled or modified without 30 days prior written notice to the City.

g. The City and the Tenant each hereby waive any and all rights of recovery against the other on account of losses insured against under any fire and extended coverage insurance policy in force at the time of such loss or damage, but only to the extent that such waiver will not invalidate such insurance. Tenant shall attempt to obtain an endorsement from its insurance carrier providing that the foregoing waiver shall not invalidate the Tenant's insurance.

h. Within fifteen (15) days from executing this Agreement, Tenant shall deliver to the City a certificate for each policy certifying that Tenant has obtained the insurance required by this Agreement. Tenant further agrees to deliver to the City a renewal binder for each policy no later than fifteen (15) days before expiration of the policy and/or this Agreement. If Tenant fails to maintain any required policy of insurance, the City may obtain said policy and Tenant shall immediately pay to the City as additional rent, any costs and expenses incurred by the City in acquiring such policy.

## 9. TOXIC MATERIALS.

a. Definition. As used in this Agreement, the term "Hazardous Material" shall mean any substance, water, or material which has been determined by any state, federal, or local government authority to be capable of posing a risk of injury to health, safety, and property, including but not limited to, all of those materials, wastes and substances designated as Hazardous or Toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation and/or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

b. Prohibited Without Consent. Tenant shall not cause or permit any Hazardous Materials to be brought onto, stored, used, generated, recycled, or disposed of in, on, under or about the Subject Property by Tenant, its agents, employees, contractors, licensees, subtenants or invitees, without the prior written consent of City, which City shall not unreasonably withhold or delay so long as Tenant demonstrates to City's reasonable satisfaction that the Hazardous Materials, and the quantities thereof, are necessary or useful to Tenant's business. Tenant shall demonstrate that such Hazardous Materials are necessary or useful by submitting information to City in accordance with this paragraph. Notwithstanding the foregoing, Tenant shall have the right to bring onto, store, use and handle on the Subject Property (i) minor quantities of generally available Hazardous Materials used for routine cleaning and maintenance of the Subject Property and other operational aspects of its business, and (ii) products containing Hazardous Materials that are used by or in motor vehicles provided that the same are at all times stored, used, handled and disposed of in compliance with all Environmental Laws, and (iii) products commonly used in

Tenant's business.

c. Indemnity. Tenant shall be solely responsible for and shall indemnify, hold harmless and defend City, its officers, employees and agents (with counsel approved by City) from and against any and all liabilities arising from or in any way relating to the use of Hazardous Materials on the Subject Property, or the presence of Hazardous Materials in or originating from the soil, subsoil, or groundwater located in, on or under the Subject Property, provided that the liabilities are or are reasonably likely to be a result of or related to the receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Hazardous Materials in, on, under or about the Subject Property at any time after the date of this Agreement but not before the date of Tenant's first possession of the Subject Property, and provided that the Liabilities are or were, caused by Tenant or its agents, employees, contractors, licensees, subtenants or invitees. The indemnification by Tenant under this Section shall survive the termination of this Agreement.

Page | 6

d. Timing for Clean-up/Emergencies. In the event contamination of the Subject Property is caused by Tenant or Tenant's patrons, Tenant agrees and warrants and guarantees to City that Tenant shall remediate such contamination, at no cost to City, upon discovery of such contamination to the extent required by applicable laws. If Tenant fails to initiate clean-up of the contamination (i) within 48 hours after discovery, or (ii) if the contamination poses an imminent hazard to Tenant's employees, agents, invitees, the public, the Subject Property, adjacent or other property and/or the environment, within 24 hours of the earlier of discovery of such hazard by Tenant or notice of each contamination to City by any person in or in any manner whatsoever, City shall obtain cleanup of the contamination remediation costs. In the event Tenant fails to begin cleanup of the contamination within the time period set forth above considering the extent of the contamination and the hazard posed, City may, at City's sole option, declare the Tenant in default under this Agreement.

e. Notice. If at any time during the term of this Agreement, Hazardous Materials are discovered by either party to be on the Subject Property, said party shall immediately notify the other party in writing of such occurrence. City and Tenant each further agree to promptly notify the other of any communication received from any governmental entity concerning Hazardous Materials or the violation of any law or regulation that related to such substances.

#### 10. TAXES FOR POSSESSORY INTEREST AND UTILITIES.

a. Tenant shall pay any and all utility bills and licenses in connection with its occupancy of the Subject Property.

b. Tenant shall pay all taxes of every description which during the term of this Agreement may be levied upon or assessed against the Subject Property, any interest therein and other property thereon belonging to the City or Tenant, or possessor interest pertaining thereto. Tenant acknowledges that any possessory property interest arising by entering into this Agreement may be subject to property taxation and that the Tenant shall pay any and all property taxes levied on such interest. Tenant agrees to protect and hold harmless the City and the Subject Property and all interest therein and improvements thereof from any and all such taxes and assessments, including any interest, penalties and other expenses to enforce payment thereof. The preceding

sentence shall survive expiration or termination of this Agreement. Notwithstanding the foregoing, the City hereby acknowledges that, as of the date of this Agreement, no property taxes or possessory interest taxes are being assessed against the Subject Property.

#### 11. ASSIGNMENT AND RENTING.

Page | 7

a. Tenant shall not voluntarily, or by operation of law, assign, sublet, transfer, mortgage, or otherwise transfer or encumber all or any part of Tenant's interest in this Agreement or in the Subject Property, or rent said Subject Property or any part thereof, without the prior written consent of the City. Any attempted assignment, transfer, sublease, encumbering or renting without such consent shall be void and constitute a breach of this Agreement. In the event a receiver, trustee or conservator is appointed to take possession of the assets of Tenant, or the possession of the Subject Property, or a general assignment is made by Tenant for the benefit of creditors, or any action is taken by or against Tenant under any insolvency law or bankruptcy act, the City, at its option, may forthwith terminate this Agreement.

b. Any consent by the City to the assignment or other transfer of rights hereunder by the Tenant shall not release the Tenant from any obligations under this Agreement, and the City's consent, unless expressly provided therein, shall not include consent to any subsequent assignment or transfer by the Tenant or the Tenant's heirs, successors or assigns. Additionally, all the terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the lawful successors and assigns of the Parties hereto.

#### 12. ENTRY AND INSPECTION.

a. Tenant agrees that the City, its agents and employees, may enter upon the Subject Property at any reasonable time, during normal business hours, for the purpose of making inspections, surveys and measurements and performing other work considered necessary by the City, all with the understanding that the same will be performed in such a manner as will cause a minimum of interference with Tenant's use of the Subject Property. City agrees to provide Tenant with reasonable prior notice of any such entry and inspection.

b. Tenant waives any claim for damages for any injury or inconvenience to, or interference with, Tenant's business, any loss of occupancy or quiet enjoyment of the Subject Property, and any other loss caused by the entry of the City as described herein, and Tenant agrees that there shall be no abatement of rent by reason of the City's entry for the purposes described in this Section 11, and Tenant agrees that there shall be no abatement of rent by reason of the City's entry for the purpose described in this Section 11.

c. The City shall at all times have and retain a key to access the Subject Property and the City shall have the right to use any and all means that it may deem proper to obtain entry into the Subject Property in emergencies. Any entry into the Subject Property obtained by the City by any means whatsoever shall not under any circumstances be deemed a forcible or unlawful entry into the Subject Property, nor shall such entry be construed to be an eviction of Tenant from any part of the Subject Property.

13. NO DISCRIMINATION. The Tenant herein covenants by and for itself, its successors, and

assigns, and all persons claiming under or through it, and this Subject Property is made and accepted upon and subject to the conditions that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Subject Property herein leased. Nor shall the Tenant itself, or any person claiming under or through Tenant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sub-tenants, or sub lessees or vendees in the Subject Property herein leased. Page | 8

14. CONDITION OF SUBJECT PROPERTY. Tenant agrees to accept the Subject Property in the existing condition, "as is" and the City makes no representation as to the condition of the Subject Property or the suitability thereof for Tenant's use.

15. DEFAULT. In the event Tenant fails to keep and perform any term, condition or covenant herein contained, and Tenant fails or is unable to cure such default after being given notice pursuant to and within the applicable time period, if any, specified in Section 1161 of the California Code of Civil Procedure, then all rights of Tenant under this Agreement and to the use and occupancy of the Subject Property shall terminate and the City shall have the immediate right of reentry and may remove all unauthorized persons and property therefrom.

No act of the City shall be construed as terminating this Agreement except written notice given by the City to Tenant advising Tenant that the City elects to terminate the Agreement. In the event the City elects to terminate this Agreement, the City may recover from Tenant: (a) The worth at the time of award of any unpaid rent that had been earned at the time of termination of the Agreement; (b) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Agreement until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Agreement after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided; and (d) Any other amount necessary to compensate the City for all detrimental proximately caused by Tenant's failure to perform its obligations under this Agreement.

The term "rent" as used in this Agreement shall mean rent and all other sums required to be paid by Tenant pursuant to the terms of this Agreement.

16. TERMINATION BY TENANT. Tenant may at any time terminate the tenancy created by this Agreement by giving at least sixty days (60) prior written notice to the City.

17. TERMINATION BY CITY. In addition to and without elimination of the City's rights of termination pursuant to any other provision, the City may at any time terminate this Agreement by giving at least sixty (60) days prior written notice to the Tenant.

18. SURRENDER OF PREMISES.

a. Upon termination of this, Tenant, without further notice, shall deliver all of the keys to the Subject Property to the City Manager at City Hall, located at 6550 Miles Avenue, Huntington Park, California 90255.

b. If possession is not immediately surrendered upon termination of the Agreement, the City may immediately enter and take possession of the Subject Property and expel and remove the Tenant and any other unauthorized person who may be occupying any portion of the Subject Property. Tenant may remove all furniture, removable trade fixtures and movable equipment installed by Tenant, at the termination of the Agreement; but if the same are not removed within thirty (30) days after termination, they shall become the property of the City. All such removal shall be accomplished at a time specified by the City and in a good workmanlike manner so as not to damage any part of the Subject Property. Any holding over by the Tenant after expiration of the Agreement shall not be construed to be a renewal or extension and shall not give Tenant any rights in or to the Subject Property except as expressly provided in this Agreement. In the event of any unauthorized holding over, upon not less than sixty (60) days written notice of an incoming tenant, Tenant shall indemnify the City against all claims for damages by any other Tenant to whom the City may have leased all or any part of the Subject Property.

19. ATTORNEY'S FEES. In the event suit should be brought for recovery of the Subject Property or for any sum due hereunder, or to interpret or enforce any provision of this Agreement, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

20. EASEMENTS AND RESERVATION OF RIGHTS. City reserves the right to grant nonexclusive easements, licenses, rights-of-way and other rights or privileges in the nature of easements to others over, under, through, across, or on the Subject Property; provided, however, that such grant and any use permitted thereby does not materially affect or prevent the use or operation of this Agreement or to any other uses permitted hereunder. Any easements, licenses, or other form of agreement made with any other governmental entities or surrounding property owners providing easements serving the Subject Property shall inure to the benefit of the City at the conclusion of this Agreement. City further reserves said rights to itself for the aforesaid purposes.

21. WAIVER OF BREACH. 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 of any other term, covenant or condition contained in the Agreement. The City's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent act by any Tenant nor constitute a waiver of any individual term or covenant. The acceptance of rent or other sums payable hereunder by the City shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than failure of Tenant to pay the particular rent or other sums so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such rent or sums.

22. GENDER AND NUMBER. Words used in the masculine gender shall include the feminine or neuter, and the singular shall include the plural, when appropriate.

23. WAIVER. Waiver by either Party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

*(Remainder of page intentionally left blank)*

24. NOTICES. Any notice required or desired to be given hereunder may be served personally or by registered mail, return receipt requested, postage prepaid, addressed as follows:

If to City: City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255  
  
Attn: City Manager

Page | 10

If to Tenant: Metro Cars West, LLC dba Metro Transit Services  
900 Richards Boulevard  
Sacramento, CA 95811  
  
Attn: Victor Caballero

25. COVENANT OF QUIET POSSESSION. The City covenants that it will deliver quiet possession of the Subject Property to Tenant on the date the term of this Agreement is to commence and that the Tenant's quiet possession will not be disturbed by the City or those claiming under it during the terms of this Agreement.

26. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the Parties hereto relating to the Subject Property and shall supersede all prior written or oral negotiations or agreements of the Parties relating to the Subject Property.

27. MODIFICATION. This Agreement shall not be modified in any particular except by a writing duly executed by the Parties.

28. SEVERABILITY. If any term, condition or covenant of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall remain valid and binding.

29. RELATIONSHIP OF PARTIES. Nothing herein contained shall be deemed to create a partnership or joint venture, nor shall the relationship between the Parties be construed as principal and agent, or other than landlord and tenant.

30. OPERATIONAL NAME. Tenant agrees to operate and refer to the operation at the Subject Property as the "Huntington Park Combi" or other name approved by the City during the term of this Agreement.

*(Remainder of page intentionally left blank)*

**IN WITNESS WHEREOF**, the Parties hereto have caused this agreement to be executed by their respective officers, thereto duly authorized, as of the dates set forth below.

**THE CITY OF HUNTINGTON PARK,**  
A municipal corporation (City)

Page | 11

By: Edgar Cisneros  
Its: City Manager

Date: 12/21/15

**APPROVED AS TO FORM:**

By: Arthur Ag-Sel  
City Attorney

**METRO CARS WEST, LLC**  
dba Metro Transit Services, ("Tenant")

By: [Signature]  
Its: Vice President

Date: 12/18/15

## Attachment F

HUNTINGTON PARK METRO TRANSIT						
VEHICLE ASSIGNMENT LIST						
Unit #	Year of Vehicle	Make/Model	VIN #	Mileage	Plate Number	REG EXPIRES
369	2009	ELDOR/BUS	1GBE5V1GX8F410270	168,533	1317369	EXEMPT
962	2010	GOS/BUS	1FDFE4S8ADA38027	162,420	1476707	EXEMPT
960	2010	GOS/BUS	1FDFE4FS2ADA38010	97,960	1476706	EXEMPT
963	2009	SUP/BUS	1FDEE35L29DA44191	71,245	1476709	EXEMPT
941	2006	FORD E-450	1FDXE45S76DA85790	142,380	8F63941	EXEMPT
978	2008	ELDOR/BUS	1GBE5V1G38F407159	164,100	1307978	EXEMPT
001	2016	STARCRAFT	1FDFE4FS1GDC05496	0		EXEMPT
002	2016	STARCRAFT	1FDFE4FS8GDC05494	0		EXEMPT
003	2016	STARCRAFT	1FDFE4FS4GDC05492	0		EXEMPT
004	2016	STARCRAFT	1FDFE4FS6GDC05493	0		EXEMPT



## CITY OF HUNTINGTON PARK

Department of Public Works  
City Council Agenda Report

February 16, 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 AWARD OF CONTRACT FOR HEATING, VENTILATION & AIR CONDITIONING (HVAC) SERVICES**

#### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve award of contract services agreement with Honeywell Building Solutions for a base contract amount \$68,876.96 annually with a maximum of two 1-year extensions of term;
2. Authorize City Manager to execute the agreement; and
3. Encumber the remaining portion of the annual contract amount for FY 2015-2016 for the payment of Honeywell.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Huntington Park (City) currently contracts the Heating, Ventilation & Air Conditioning (HVAC) for maintenance the City's Heating, Ventilation & Air Conditioners with Honeywell Building Solutions. The contract expired on December 31, 2006, but has since been continued on a monthly basis under the same terms.

As part of the solicitation of the HVAC service contractor, Staff advertised a Request for Proposals (RFP) on September 17, 2015. Four companies requested the Request for Proposals packages and one proposal was received. One qualified bid proposal was received and reviewed as follows:

- #1. Honeywell Building Solutions;

**APPROVE AWARD OF CONTRACT FOR HEATING, VENTILATION & AIR  
CONDITIONING (HVAC) SERVICES**

February, 16, 2016

Page 2 of 2

**FISCAL IMPACT/FINANCING**

Funds for the HVAC services are currently budgeted for FY 2015-2016 in amounts sufficient to cover the cost of the new Honeywell agreement. The current proposed contract amount is \$68,876.96. Since services are partially related to various buildings, the overall cost for the remainder of FY 15/16 is allocated as follows:

Recreational Bldgs Contractual	111-6022-451.56-41	33.33%
Police Bldgs Contractual	111-7020-421.56-41	33.33%
Government Bldgs Contractual	111-8022-419.56-41	33.34%

The remaining contract amount will cover 4 months of FY 2015-2016 (through June 2016) at which time the City has the right to exercise one of the two one-year options under the agreement.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contract effective date will be March 1, 2016 with two, optional, 1-year extensions of term.

**CONCLUSION**

Upon Council approval award contract for HVAC services, authorize City Manager to execute the Contract and appropriate the funds.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Michael Ackerman  
City Engineer

**ATTACHMENTS**

- A. Contract Services Agreement (HVAC Services)
- B. Exhibit A "Scope of Services"



## HEATING, VENTILATION AND AIR CONDITIONING SERVICES

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and Honeywell Building Solutions (hereinafter, “CONTRACTOR”). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY an

### I.

#### ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Services**”). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”
- 1.2 TERM: This Agreement shall have a term of 1 year. Commencing from March 1, 2016. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum two 1 year extensions of term, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section

shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$68,876.96 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and

to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.

- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

## II.

### PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager, Director of Public Work, Engineer and Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:

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

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

knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

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

- 2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws

control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such

Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.

- C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY.

Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

## 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure

of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

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

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

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

provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**

Honeywell Building Solutions  
Atten: Jeremy Creveling  
22 Centerpointe Drive, Ste #100  
La Palma, CA 90623  
Phone: (714) 562-3124  
Fax: (714) 735-6602  
Email:  
Jeremy.creveling@Honeywell.com

**CITY:**

City of Huntington Park  
Engineering and Public Works  
Dept.  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attn: Michael Ackerman  
Phone: (323) 584-6253  
Fax: (323) 588-4577

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

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

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

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

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

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

**CITY OF HUNTINGTON PARK:**

**Honeywell Building Solutions:**

By: \_\_\_\_\_  
Edgar Cisneros,  
City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- 1.1 **Scope** - Contractor will maintain, repair, and/or replace all City owned HVAC mechanical systems, components, hardware listed and not listed below and all City owned HVAC Systems and appurtenant apparatus.

**Approximate List of Equipment**  
**(All City HVAC Equipment is Covered Under this Agreement)**

Quantity	Type	Tonnage/Filter /Belt	Make/Model Number	Location & Service Area
<b>City Hall 6500 Miles Ave,</b>				
	Air Handler, 21 Ton, 4, Filter 24x24x2 , Belt 2- B76		Air Dyne - UMG-25M	North of Building
	Air Handler, 21 Ton, Filter 4-24x24x2, Belt 2- B62		Air Dyne - UMG-25M	South of Building
	Spilt Heat Pump Indoor, 2.5 Ton, Filter 1x20x20x1, Belt none		Lennox - CBX32M-030- 230-6-5	Attic – Council Meeting Room
	Spilt Heat Pump Outdoor, 2.5 Ton, Filter- none, Belt-none		Lennox - XP14-024-230- 02	Ground – Council Meeting Room
	Split Heat Pump Indoor, 2 Ton, Filter 3-16X20X2, Belt 1-A49		Trane -TWE090D300AA	Attic –Council Chambers
	Split Heat Pump Outdoor, 2 Ton, Filter- none, Belt-none		Trane - TWA090D30RAA	Ground- Council Chambers
	Condenser Stage #1, 12.5 Ton, Filter-none, Belt-none		Carrier - 38AUAZ14AOG5A	Ground – North Building

	Condenser Stage #2, 12.5 Ton, Filter-none, Belt-none	Carrier - 38AUAZ14AOG5A	Ground – North Building
	Condenser, 20 Ton, Filter-none, Belt-none	Carrier - 38AUZA25AoA5A	Ground – South Building
	Ductless Split Indoor, 2 Ton, Filter-washable, Belt-none	Fujitsu - ASU24CL1	1 <sup>st</sup> Floor – IT Room
	Ductless Split Outdoor, 2 Ton, Filter-none, Belt- none	Fujitsu - AOU24CL1	1 <sup>st</sup> Floor – IT Room

<b>Police Department 6542 Miles Avenue</b>			
	Filter 2-20x20x1, Belt Direct Drive	Air Handler	1st Floor above patrol Sergeant Office - Patrol Sergeant Office
	Filter 2-20x20x1, Belt Direct Drive	Air Handler	1st Floor above patrol Sergeant office - Records Office
	Filter 2-20x20x1, Belt Direct Drive	Air Handler	1st Floor above Report Wrighting Room - Report Wrighting Room
	Magic Aire – Filter 2-16X16X2, Belt 1-4L450	Air Handler - BMB12ACAAH1AG8DL3ABABAM	Jail - Basement Room

	Magic Aire, Filter 2-20X20X1, Belt 1-4L450	Air Handler - HBB16ABAAAAAD65B6AAABAM	Basement - Locker & weight room
	Magic Aire, Filter 2-20X20X1, Belt 1-4L450	Air Handler - BMB12ACAAH1AG8DL3ABABAM	2 <sup>nd</sup> Floor – CSU Room
	Magic Aire, Filter 2-20X20X1, Belt 1-4L450	Air Handler - BMB12ACAAH1AG8DL3ABABAM	2 <sup>nd</sup> Floor –South Side Offices
	Magic Aire, Filter 2-20X20X1, Belt 1-4L450	Air Handler - BMB20ACAAH2LG6CL4AAAAAM	2 <sup>nd</sup> Floor – North Side Offices
	Bryant – 5 Ton, Filter 1-20x20x1, Belt Direct Drive	Split Indoor Heat Pump- FB4ANF060	2 <sup>nd</sup> Floor -Attic above Chiefs Office
	Bryant – Belt none	Split Outdoor Heat Pump - 38YCC060300	Ground -West side of building
	5Ton, Filter 2- 20x20x1, Belt Direct Drive	Carrier – Split Indoor Heat Pump FY4ANB06000AAAA	Attic above Detectives Office
	none	Carrier- Split Outdoor Heat Pump 38QRR060-501	Ground-East side of building
	5 Ton	Carrier Split Outdoor Heat Pump 38HDC060-32	Ground-South side of building

	3 Ton, Filter- Washable, Belt Direct Drive	Carrier Split Indoor Heat Pump 40QNC036-3	Dispatch
	Belt Direct Drive	Carrier Split Outdoor Heat Pump 38HDF036-3	Ground-South side of building
	5 Ton, Filter-Washable, Belt Direct Drive	Carrier Split Outdoor Heat Pump 40QAB060311	IT Room
	50 Ton	Trane Chiller CGAEC50GABAIDRP	Ground-East side of building
<b>Perez Park</b>			
	Package Gas Ele, 5 Ton, Filter 2-16x25x2, Belt Ax38	Carrier- 48TCLA060A2A5A0A2CO	Roof
	Package Gas Ele, 3 Ton, Filter 2-16x25x2, Belt Ax35	Carrier- 47TCLA04A2A5A0A2L0	Roof
	Package Gas Ele, 5 Ton, Filter 2-16x25x2, Belt Ax38	Carrier- 48TCLA060A2A5A0A2CO	Roof
<b>RecPark 3401E. Florence Ave,</b>			
	Package Gas Ele, 5 Ton, Filter	Carrier- 48TCDA06A1A0A0	Roof

	2-16x25x2, Belt 1-Ax35		
	Package Gas Ele, 7.5 Ton, Filter 4-20x25x2, Belt 1AX3 5	Carrier- 48PGDM08-A-5	Roof
	Package Gas Ele, 5 Ton, Filter 2-16X20X2, Belt- None	Carrier- 48ESN06000900301	Roof
	Package Gas Ele, 6 Ton, Filter 4-16X16X2, Belt 1-AX 41	Carrier- 48TCDA07A1A5A	Roof
	Package Gas Ele, 3.5 Ton, Filter 1-20x25X2, Belt- None	Carrier- 48ESN042060301	Roof
	Package Gas Ele, 6 Ton, Filter 4-16X16X2, Belt 1-AX 41	Carrier- 48TCDA07A1A5A	Roof
	Package Gas Ele, 2.5 Ton, Filter 1-20X25X, Belt-none	Carrier- 48ESN030040301	Roof
	Package Gas Ele. 8.5 Ton, Filter 4-20X25X2, Belt 1- AX 62	Carrier- 48PGDM09	Roof
	Package Gas Ele, 2.5 Ton, Filter 1-20X20X2, Belt-none	Carrier- 48ESN030040301	Roof
	Package Gas Ele, 3.5 Ton, Filter 2-20X25X1, Belt-none	Carrier- 50-EZ-042-301	Roof

	Package Gas Ele, 3.5 Ton, Filter 1-16X20X1, Belt- none	Carrier- 50-EZ-042-301	Roof
	Package Gas Ele, 18 Ton, Filter 9-16X25X2, Belt 1-BX 35	Carrier- 48PGDM20-F-5-A0	Upper Roof
	Package Gas Ele, 18 Ton, Filter 9-16X25X2, Belt 1-BX 35	Carrier- 48PGDM20-F-5-A0	Upper Roof
	Ductless Split indoor, 1 Ton, Filter- washable, Belt-none	Carrier- 40QNC012-3	Roof
	Ductless Split Outdoor, 1 Ton, Filter-none, Belt-none	Carrier- 38HDV012	Video Room
	Ductless Split Indoor, 2 Ton, Filter- washable, Belt-none	Carrier- 40MVQ04-301	Roof
	Ductless Split Outdoor, 2 Ton, Filter-none, Belt-none	Carrier- 38MVQ024-301	Management Analyst
	¼ Hp Exhaust Fan, Belt 1-3L220	Central Fan	Roof
	¼ Hp Exhaust Fan, Belt 1-4L300	Central Fan	Roof
	¼ Hp Exhaust Fan, Belt 1-4L250	Central Fan	Roof
	¼ Hp Exhaust Fan, Belt 1-4L250	Central Fan	Roof

	¼ Hp Exhaust Fan, Belt 1-4L250	Central Fan	Roof
	Package Gas Electric, 4 Ton, Filter 2-16X25X2, Belt 1-A 36	Carrier- 50HJQ 005-631	Roof
<b>Freedom Park 3801 E61st ST</b>			
	Package Gas Electric, 6 Ton, Filter 4-16X25X2, Belt 1-A 32	Trane- YHC072A3RMA1700A	Roof
	Package Gas Electric, 6 Ton, Filter 4-16X25X2, Belt 1-A 32	Trane- YHC072A3RMA1700A	Roof
	Package Gas Electric, 4 Ton, Filter 2-20X25X1, Belt 1-A 26	Trane- YHC048A3RMA1G02	Roof
	¼ HP Exhaust fan		Roof
<b>Senior Center 6923 Salt Lake Ave.</b>			
	Package Gas Ele, 6 Ton, Filter 4-16X16X2, Belt 1-A37	Carrier- 48HJE 007-551-HQ	Roof
	Package Gas Ele, 6 Ton, Filter 4-16X16X2, Belt 1-A37	Carrier- 48HJE 007-551-HQ	Roof
	Package Gas Ele, 10 Ton, Filter	Carrier- 48HJD 012-571	Roof

	4-20X20X2, Belt 1-A51		
	Package Gas Ele, 10 Ton, Filter 4-20X20X2, Belt 1-A51	Carrier- 48HJD 012-571	Roof
	Ductless Split Outdoor, 1 Ton, Filter-washable, Belt-none	Mitsubishi- MUZ-A09NA	Roof
	Ductless Split Outdoor, Filter- washable	Mitsubishi- MUZ-A09NA	Office
	¼ HP Exhaust Fan, Belt 1-3L 180		Roof
	¼ HP Exhaust Fan, Belt 1-3L 190		Roof

**1.2 Preventive Maintenance** - Each preventive maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Maintenance intervals will be determined by either equipment run time or a frequency determined from consideration of equipment operation, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to the City.

**1.3 Component Replacements** Contractor will maintain City's presently installed system within the functional limitations of presently installed hardware, firmware, and software found on City's system(s).

Contractor will repair or replace serviceable components and parts that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain City's system. At the City's sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property Contractor. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is included in this Agreement.

Notwithstanding the foregoing, at initial inspection, at initial seasonal start-up, or following twelve (12) months of service, if any individual component cannot, in the sole or exclusive opinion of the City, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, the City may remove said component from the List of Equipment, with sixty (60) days written notice. Non-maintainable components may be eliminated from coverage under this Agreement and Contractor shall adjust the price accordingly.

**1.4 Emergency Service** - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, Contractor personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with the City. If it is determined that a site visit is required, Contractor personnel will arrive at City's site within 4 hours.

Emergency Services will be provided during the term and extension of terms of this Agreement.

**1.5 Performance Review** - A review of the Services provided within this Agreement will be performed by Contractor on an annual basis at City's request. Contractor and City will discuss work performed since the last review, answer questions pertaining to service delivery, and identify opportunities to further improve performance of the equipment.

**1.6 Contractor Service Portal** - will provide customer access to an Internet-based application that will allow the City to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task details of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes services performed per the contract). Functionality enhancements or deletions are at the discretion

of City.

## **Preferred Temperature Control Services**

**1.1 Scope** - Contractor will maintain all City temperature control system components and related accessories.

**1.2 Preventive Maintenance** - Each preventive maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Maintenance intervals will be determined by either equipment run time or a frequency determined from consideration of equipment operation, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to the City.

**1.3 Component Replacements** Contractor will maintain City's presently installed system within the functional limitations of presently installed hardware, firmware, and software found on City's system(s).

Contractor will repair or replace serviceable components and parts that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain City's system. At the City's sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property Contractor. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is included in this Agreement.

Notwithstanding the foregoing, at initial inspection, at initial seasonal start-up, or following twelve (12) months of service, if any individual component cannot, in the sole or exclusive opinion of the City, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, the City may remove said component from the List of Equipment, with sixty (60) days written notice. Non-maintainable components may be eliminated from coverage under this Agreement and Contractor shall adjust the price accordingly.

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Emergency Services will be provided during the term and extension of terms of this Agreement.

**1.5 Performance Review** - A review of the Services provided within this Agreement will be performed by Contractor on an annual basis at City's request. Contractor and City will

discuss work performed since the last review, answer questions pertaining to service delivery, and identify opportunities to further improve performance of the equipment.

**1.6 Contractor Service Portal** - will provide customer access to an Internet-based application that will allow the City to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task details of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes services performed per the contract). Functionality enhancements or deletions are at the discretion of City.

### **Preferred Automation Maintenance Services**

**1.1 Scope** - Contractor will maintain all City owned building automation system hardware and software.

**1.2 Coverage** - Unless noted by exception, maintenance intervals will be determined by equipment, application, location and Contractor computer data bank of maintenance experience and manufacturer's specifications, according to Contractor's best judgment which may be superseded by and is subordinate to the City's direction.

After each service call is completed, details from the service report will be provided to City.

Contractor will review current data and applications and will verify correct operation of connected HVAC equipment.

**1.3 Hardware Support** - Contractor will perform scheduled maintenance services on City owned equipment.

Contractor will repair or replace serviceable components and parts found on City owned hardware and software which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain City's system. At City's sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of Contractor.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of the City, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, the City may or may not direct the Contractor to remove said component from the List of Equipment, with sixty (60) days written notice. Non-maintainable components may be eliminated from coverage under this Agreement if directed by the City and Contractor shall adjust the price accordingly.

**1.4 Software Support** - Contractor will maintain the present system within the

functional limitations of presently installed hardware and/or software included in the List(s) of Equipment and Software and all City owned Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard software to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be Contractor's sole responsibility.

Contractor shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on City's system. Contractor shall be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of City's system may be excluded under this Agreement and may be provided when and if available and at City's expense. Upon request, Contractor will provide training and documentation to operate all Contractor licensed software and hardware. Upon termination of this Agreement, all documentation, including software and hardware, will become operational property and responsibility of the City.

**1.5 Emergency Service** - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, Contractor personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with City. If it is determined that a site visit is required Contractor personnel will arrive at City's site within 4 hours.

Emergency Services will be provided during the term of this Agreement.

**1.6 Operator Training Support** - To provide for the proper ongoing operation and improving application of the building management system by City personnel, Contractor personnel will conduct on-site training dedicated to Contractor operating and/or programming issues pre-determined by City.

Tuition for person(s) to attend scheduled training session(s) on system operation and programming has been included hereunder. Cost of travel and/or accommodations is not included and shall be Contractor's sole responsibility.

**1.7 Performance Review** - A review of the Services provided within this Agreement will be performed by the Contractor on an annual basis at City's request. Contractor and City will discuss work performed since the last review, answer questions pertaining to service delivery, and identify opportunities to further improve performance of the equipment.

**1.8 Service Portal** - Contractor will provide customer access to an Internet-based application that will allow the City to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the Contractor contract). Functionality enhancements or deletions are at

the discretion of the City.

### **Air Filter Services**

**1.1 Scope** - Contractor will furnish and install air filters appropriate for the design condition of City's ventilation systems. Media for the fan system units will be replaced according to the manufacturer's recommendations.

**1.2 Coverage** - It is understood that the air filter media replacement services apply to all City owned units.

**1.3 Frequency of Air Filter Media Replacement** - Should filter loading experience indicate a need to adjust the frequency of media changes for the fan systems, the frequency will be increased, and the Agreement amended to reflect the new media change frequency at no additional cost to the City.

**1.4 Performance Review** - A review of the Services provided within this Agreement will be performed by Contractor on an annual basis at City's request. Contractor and City will discuss work performed since the last review, answer questions pertaining to service delivery, and identify opportunities to further improve the performance of the equipment.

### **Water Treatment Services**

**1.1 Scope** - Contractor will provide a water treatment program for City owned systems.

**1.2 Preventive Maintenance** - A computer-scheduled treatment program for the control of scale, corrosion, and biological fouling will be provided. Contractor will regularly examine, test, and adjust all water treatment devices, and will perform periodic water analysis. On systems requiring continuous water analysis, an electronic monitoring system will be installed and maintained. The electronic monitoring system will automate the water analysis process, and adjust chemical feed and bleed interval automatically.

**1.3 Supplies and Materials** - Contractor will provide and maintain all monitoring equipment, and will supply biodegradable chemicals necessary to maintain proper water treatment. All monitoring and application equipment furnished by Contractor will become the property of the City.

**1.4 Emergency Services** - Should an emergency related to the function of the Water Treatment Services arise, Contractor personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with the City. If it is determined that a site visit is required, the Contractor's personnel will arrive at City site within 4 hours.

### **Special Provisions**

These Special Provisions are incorporated herein by reference.

Contractor will monitor and control the mechanical equipment in the City facilities.



# CITY OF HUNTINGTON PARK

Department of Public Works  
City Council Agenda Report

February 16, 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:

**SELECT AND APPROVE AWARD OF CONTRACT FOR INDUSTRIAL /COMMERCIAL FACILITIES CONTROL PROGRAM INCLUDING INSPECTIONS FOR COMMERCIAL/INDUSTRIAL ILLEGAL CONNECTION AND DISCHARGES FOR STORMWATER**

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Select the service provider for the Industrial/Commercial Facilities Control Program for stormwater;
2. Approve award of contract services agreement for a base contract amount annually with a one year term commencing March 1, 2016 and ending February 28, 2017 and a maximum of five one (1) year extensions of term;
3. Authorize the City Manager to execute the agreement;

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On November 8, 2012, the California Regional Water Quality Control Board in the Los Angeles Region issued the new MS4 permit for the cities in Los Angeles County including the Flood Control District per Order No. R4-2012-0175. The new MS4 permit, thereafter, requires several new and continued implementation requirements including implementation of an Industrial/Commercial Facilities Control Program for illicit stormwater connections and discharges as addressed in Section VI.D.6 d & e.

The new permit requires to develop and implement a Progressive Enforcement Policy to ensure that (1) regulated Industrial/ Commercial facilities, (2) construction sites, (3) development and redevelopment sites with post-construction controls, and (4) illicit discharges within a reasonable time period as specified in the Order briefly described as follows:

**SELECT AND APPROVE AWARD OF CONTRACT FOR INDUSTRIAL /COMMERCIAL FACILITIES CONTROL PROGRAM INCLUDING INSPECTIONS FOR COMMERCIAL/INDUSTRIAL ILLEGAL CONNECTION AND DISCHARGES FOR STORMWATER**

February, 16, 2016

Page 2 of 3

Inspect Commercial Sources: Inspect all commercial facilities twice during the five year term of the Order, provided that the first mandatory compliance inspection occurs no later than 2 years after the effective date of the Order. A minimum interval of 6 months between the first and second inspections is required.

Inspect Industrial Sources: Inspect all industries no later than 2 years after the effective date of the Order. A minimal interval of 6 months between the first and the second inspection is required.

Approximately eighteen Requests for Proposals were requested and issued. Four proposals were received as summarized in the below table.

Scope	Service Provider	Fee Schedules
250 inspections (est)	CWE	\$30,000.00/ \$50-60k
250 inspections (est)	John Hunter & Associates	\$44,000.00/ \$50-60k
90 inspections	CASC Engineering	\$66,360.00
All inclusive	Twining	\$516,672.00

These top two listed proposals are competitively priced and have outstanding credentials in the Los Angeles area watershed community. Of these two, staff recommends CWE. This is based on the body of work prepared by CWE, their responsiveness to city staff, their technical understanding of the regulations and their leadership role in the Los Angeles River Upper Reach 2 (LAR UR2) working group of which Huntington Park is a member.

This is the initiation of this regulatory required program and the number of inspections that will be required has yet to be determined. Due to the inspection requirements, it is suggested that the first round of inspections commence in March 2016 with a target completion date of four to six months. A second round of inspections may commence in mid to late 2017 with a target completion date of early to mid-2018. As this is a new program, initiation and monitoring efforts have yet to be quantified.

**FISCAL IMPACT/FINANCING**

Funds for the IC/ID Inspection services are currently budgeted for FY 2015-2016 in account 111-8030-461-56-42 and this contract will be for a not to exceed dollar amount of \$80,000.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

**SELECT AND APPROVE AWARD OF CONTRACT FOR INDUSTRIAL /COMMERCIAL FACILITIES CONTROL PROGRAM INCLUDING INSPECTIONS FOR COMMERCIAL/INDUSTRIAL ILLEGAL CONNECTION AND DISCHARGES FOR STORMWATER**

February, 16, 2016

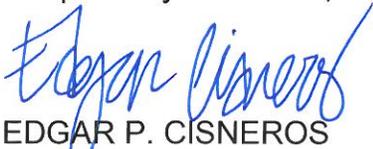
Page 3 of 3

The proposed contract effective date will be March 1, 2016 with five annual options to renew for 1-year terms. Staff suggests five, optional, 1-year extensions of term to coincide with the next Order that the California Regional Water Quality Control Board in Los Angeles Region will issue post expiration of the current Order.

**CONCLUSION**

Upon Council approval and selection of service provider deemed most qualified, award contract services agreement, and authorize City Manager to execute the Contract.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Michael Ackerman  
City Engineer

**ATTACHMENTS**

- A. Sample Contract Services Agreement (vendor to be selected)



## URBAN STORM WATER INSPECTION SERVICES

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and [\_\_\_\_REPLACE WITH NAME OF CONTRACTOR\_\_\_\_], a [\_\_\_\_REPLACE WITH TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.\_\_\_\_] (hereinafter, “CONTRACTOR”). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY an

### I.

#### ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Services**”). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”
- 1.2 TERM: This Agreement shall have a term of 3 YEARS?] Commencing from [\_\_\_\_REPLACE TEXT WITH START DATE OF TERM: CAN BE EITHER the “EFFECTIVE DATE”? SOME OTHER DATE?]. [OPTIONAL LANGUAGE: Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of [\_\_\_\_MAXIMUM NUMBER OF EXTENSION TERMS AND MAXIMUM DURATION OF EACH SUCH EXTENSION TERM. EDITOR’S NOTE: IT IS RECOMMENDED THAT ANY INDIVIDUAL EXTENSION TERM NOT EXCEED ONE YEAR IN DURATION AND THAT THE TOTAL NUMBER OF EXTENSION TERMS NOT EXCEED A MAXIMUM OF TWO YEARS BEYOND THE END OF THE INITIAL TERM], unless CITY issues written notice of its intent not to authorize

an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is [\_\_\_\_ THIS LANGUAGE MAY VARY DEPENDING ON THE LOCATION OF ANY APPLICABLE COMPENSATION SCHEDULE – SOME SCHEDULES ARE EMBEDDED IN THE SCOPE OF SERVICES WHILE OTHERS CAN BE FOUND IN A SEPARATE STAND-ALONE SCHEDULE WHICH SHOULD BE ATTACHED AS AN EXHIBIT TO THE AGREEMENT \_\_\_\_] (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of [\_\_\_REPLACE WITH NOT-TO-EXCEED SUM\_\_\_] (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY

shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.

- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

## II.

### PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and [REPLACE WITH TITLE OF CITY REPRESENTATIVE WHO WILL BE ENGAGED IN THE DAY-TO-DAY ADMINISTRATION OF THE CONTRACT] (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR

shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:

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

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'S acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY

has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

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

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

2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.

- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR

expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement

on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

## 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably

cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

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

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to

prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

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

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

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.  
MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**

[REPLACE WITH Business Name of CONTRACTOR\_]

[REPLACE WITH Business Address\_]

Attn: [REPLACE WITH Name/Title of CONTRACTOR'S chief contact \_\_\_\_]

Phone: [REPLACE WITH Phone Number\_]

Fax: [REPLACE WITH Fax Number\_]

Email: [If available, REPLACE WITH e-mail or simply delete\_]

**CITY:**

City of Huntington Park  
Engineering and Public Works Dept.

6550 Miles Avenue

Huntington Park, CA 90255

Attn: Michael Ackerman

Phone: (323) 584-6253

Fax: (323) 588-4577

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

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR:** CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage

fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF HUNTINGTON PARK:**

**[REPLACE WITH BUSINESS NAME OF CONTRACTOR, E.G., ACME CORP.]:**

By: \_\_\_\_\_  
Edgar Cisneros,  
City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

February 16, 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 RESOLUTION FOR THE CITY OF HUNTINGTON PARK COMPLETE STREETS, PEDESTRIAN AND BICYCLE PLAN**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Adopt Resolution 2016-06, Adopting the City of Huntington Park Complete Streets, Pedestrian and Bicycle Plan.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City's Complete Streets Plan is a policy document that envisions enhancing the environment for all road users and balance future policies and investments to reflect local values and conditions. The plan gathers data such as street conditions, traffic congestion, and accident patterns in order to create guidelines and design layout recommendations for future proposed street improvements. The Complete Streets Plan is primarily a planning document that is anticipated to be used in order to apply for future grants and other regional planning dialogues.

### **FISCAL IMPACT/FINANCING**

The Complete Streets Plan was developed by Fehr & Peers and the project was completely funded with an Environmental Justice Transportation Planning Grant awarded by California Department of Transportation to the City.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On February 28, 2014, per the Resolution adopted by the City Council, the City Manager executed a Funds Transfer Agreement (FTA) with Caltrans. All grant-funded activities are required to be completed by February 26, 2016. Thereby, a Resolution adopting the Complete Streets Plan is necessary to successfully complete the project per Caltrans requirements.

**APPROVAL OF RESOLUTION FOR THE CITY OF HUNTINGTON PARK COMPLETE STREETS, PEDESTRIAN AND BICYCLE PLAN**

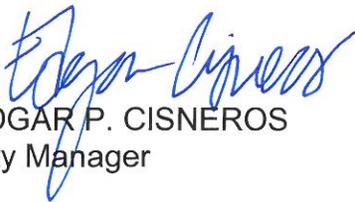
February 16, 2016

Page 2 of 2

**CONCLUSION**

The City will post a copy of the adopted Complete Streets Plan on its website and provide copies to major regional transportation/bicycle organizations: Metro (Los Angeles County Metropolitan Authority), Caltrans, Gateway Cities Council of Governments, Southern California Association of Governments, Los Angeles County Bicycle Coalition, and Communities for a Better Environment.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Manuel Acosta  
Economic Development Manager

**ATTACHMENT**

- A. Resolution No. 2016-06, Adopting the City of Huntington Park Complete Streets, pedestrian and Bicycle Plan
- B. Complete Streets Plan





# HUNTINGTON PARK COMPLETE STREETS

JANUARY 2016



This document financed by the  
California Department of Transportation



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# ACKNOWLEDGMENTS

The Huntington Park Complete Streets Plan provides a transformational vision for the future for the City of Huntington Park. We would like to acknowledge the dedication and collaborative efforts of the community, City staff and the consultant team in the development of this Plan. The preparation of this document has been financed, in part through the Office of Community Planning's Grant Program from the California Department of Transportation. Views and opinions expressed in this report do not necessarily represent the views or opinions of the California Department of Transportation (Caltrans) or the California State Transportation Agency.

## MAYOR AND CITY COUNCIL

Karina Macias, Mayor  
Graciela Ortiz, Vice Mayor  
Valentin P. Amezcuita, Council Member  
Jhonny Pineda, Council Member  
Marilyn Sanabria, Council Member

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Manuel Acosta, Housing and Community  
Development Manager  
Carlos Luis, Senior Planner  
Michael Ackerman, City Engineer

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David Koo, Urban Designer

### 8-80 Cities

Gil Penalosa, Director and Chair of the Board

### California Center for Public Health Advocacy

Alfred Mata, MPA, Program Manager

Funding provided by:



# TABLE OF CONTENTS

<b>1</b>	<b>Introduction.....</b>	<b>1</b>
<b>2</b>	<b>Existing Conditions.....</b>	<b>5</b>
<b>3</b>	<b>Community Design Workshops and Public Input.....</b>	<b>23</b>
<b>4</b>	<b>Proposed Complete Streets Network.....</b>	<b>33</b>
<b>5</b>	<b>Policies and Programs.....</b>	<b>65</b>
<b>6</b>	<b>Implementation Guide.....</b>	<b>87</b>
<b>7</b>	<b>Appendix: Policy Context.....</b>	<b>101</b>

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# EXECUTIVE SUMMARY

The City of Huntington Park received a Caltrans Community Based Transportation Planning Grant to develop a Complete Streets Plan for the City. This effort focuses on using a robust and intense community outreach process to understand and reflect the community's preferences and desires, while building on existing and on-going planning efforts at the local and regional level. This report documents this process, from data collection and analysis to outreach, to the recommendation of several infrastructure, program, and policy options. While this plan focuses on the use, design, and composition of roadways, how people travel and interact with each other and their environment has implications for numerous quality of life aspects critical to residents of Huntington Park; including safety, air quality, economic vitality, enhanced accessibility and transportation options, and public health.

As defined by Caltrans, a Complete Street is "a transportation facility that is planned, designed, operated, and maintained to provide safe mobility for all users, including people who bike, walk, ride transit, or drive, appropriate to the function and context of the facility. Complete street concepts apply to rural, suburban, and urban areas." This policy is supported by laws and guidance at various levels including Federal law requiring safe accommodation for all users, State law requiring that Caltrans provide an integrated multi-modal system, state Assembly Bill 1358 requiring cities to plan for Complete Streets in their General Plan, and Huntington Park's adopted Complete Streets Policy. Ultimately, the transportation system should strive to meet the varied needs of multi-modal trips and travelers, such as the residents of Huntington Park who exhibit a wide range of travel patterns and modes (walking, biking, driving).

The vision for this plan is to enhance the environment for all road users and balance future policies and investments to reflect local values and conditions. For instance, the City of Huntington Park does not currently have any designated bicycle facilities, while having an

extensive street grid and the vast majority of the City's residents being a very walkable or bikeable distance (within one to two miles) from key destinations such as schools, parks, retail corridors, civic facilities, and local/regional transit corridors. According to the U.S. Census, within the City of Huntington Park:

- Approximately 40% of the population is younger than 17 or over 65, often relying on modes other than driving for mobility
- Approximately 20% of the population use transit, walking, or biking as their primary mode of travel to work (this number is likely higher for all trips)
- Approximately 50% of households make less than \$35,000 a year, highlighting the importance of travel options and potential barriers to vehicle use or ownership

Additional findings compiled this report include:

- Chapter 2 – Existing Conditions
  - The City has numerous existing and on-going planning efforts that are consistent with and complement the recommendations of this plan, such as a Bike Master Plan and adopted Complete Streets Policy
  - Over the five year period from 2008-2012 there were 518 reported motor vehicle collisions with 720 injuries. Over the same time period there were 292 reported collisions involving bicyclists or pedestrians with 300 injuries.
  - Although bicyclists and pedestrians were involved in fewer collisions, they were more likely to be severely injured or killed than motorists. Many of the strategies in this plan have been shown to reduce collisions for all roadway users, including those driving based on research published by the Federal Highway Administration.
  - The collision analysis identifies corridors and locations with the highest numbers of collisions by travel mode

- Chapter 3 – Community Design Workshops and Public Input
  - The plan was preceded by a series of workshops throughout Huntington Park called “Change Starts with Me”
  - A weeklong design charrette was held that focused on holding events throughout the community to get input from local stakeholders and facility users, such as (see chapter 3 for additional details):
    - Opening presentation to the community
    - Walking audits or pop-up stations at three schools during school arrival or dismissal periods
    - Guided walking, biking, and transit tours to walk, bike, and ride through the City while obtaining user input
    - Project outreach and information sharing along Pacific Boulevard with a pop-up event on Zoe Avenue
  
- Chapter 4 – Proposed Complete Streets Network
  - Discussion of Complete Street Elements
  - Complete Streets recommendations to enhance safety and/or implement additional bicycle and pedestrian facilities on various streets including:
    - Regional Arterials: Pacific Boulevard, Florence Avenue, Santa Fe Avenue, and Slauson Avenue
    - Major Neighborhood Streets: Gage Avenue, Miles Avenue, State Avenue,
    - Local Streets: Rita & Rugby Avenues, Zoe Avenue, Clarendon Avenue, Saturn Avenue, Middleton Street, and Arbutus Avenue
    - Multi-use Path opportunities: Randolph Street and Salt Lake Avenue
    - Placemaking opportunities
  
- Chapter 5 – Support Policies and Programs: Sample policies such as crosswalk installation and removal, along with Education, Encouragement, Enforcement and Evaluation programs
  
- Chapter 6 – Implementation Guide: This section includes planning level cost estimates along with potential funding sources for various recommended Complete Streets options

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## BACKGROUND

The City of Huntington Park is located within the Gateway Cities region of Los Angeles County, approximately five miles southeast of Downtown Los Angeles and fifteen miles north of the Ports of Los Angeles and Long Beach. According to the 2010 US Census, Huntington Park has over 58,000 residents, with a median age of about 29 years old.

Huntington Park is well-connected to neighboring cities via major arterial corridors such as Slauson Avenue, Florence Avenue, Alameda Street, Santa Fe Avenue, Pacific Boulevard, Soto Street/Miles Avenue, and State Street. While Huntington Park and neighbors to the west, east, and south such as Bell and South Gate are primarily residential and commercial, adjacent communities to the north, such as the City of Vernon and unincorporated Los Angeles County are heavily industrial. As a result, the streets of Huntington Park carry high volumes of traffic, along with truck and freight traffic, all of which combine to create an uncomfortable environment for bicycling and walking.

Additionally, the City of Huntington Park is committed to improving health among residents of the city, adopting a resolution in 2010 designating the city a Healthy Eating Active Living (HEAL) city. This policy recognizes the active living benefits and the collision-reduction benefits associated with improving conditions for bicycling and walking.

Therefore, the primary goal of the Huntington Park Complete Streets Plan is to identify challenges people face in getting around the city, particularly by walking and biking, provide a range of options that could improve the environment for all modes, and offer a plan to prioritize and expedite the implementation of these projects.

## PUBLIC INVOLVEMENT AND PLAN DEVELOPMENT

This project included a robust public engagement process, which was divided into two phases. The first was a series of “Change Starts With Me” workshops held in October 2014 to prepare residents for the project charrette. The second phase of outreach focused on a design charrette held in January of 2015. All of the public outreach activities were conducted in both Spanish and English, and the formal meetings during the design charrette included childcare and a meal for participants. More information about the public engagement process is detailed in Chapter 3.

# CONTENTS OF THE PLAN

**The Complete Streets Plan is presented in six chapters and an appendix, including the following information:**

## **CHAPTER 1**

Introduction

## **CHAPTER 2**

Existing Conditions, including relevant policies and programs underway in Huntington Park, a brief traffic collision analysis, and a summary of land use patterns and existing transportation facilities

## **CHAPTER 3**

Public Involvement and Plan Development, including a discussion of the community design workshops and public outreach that took place during the development of the Plan, as well as overarching themes that came up during the outreach meetings

## **CHAPTER 4**

Proposed Complete Streets Network, including city-wide treatments and treatment options designed for specific corridors or intersections

## **CHAPTER 5**

Policies and Programs, including a range of education, encouragement, enforcement and evaluation activities that could be pursued alongside engineering changes in order to maximize the benefits of the investment

## **CHAPTER 6**

Implementation Guide, including project prioritization, funding sources, and implementation milestones

## **APPENDIX**

Policy Context, including a discussion of the federal, state, and county initiatives that support and relate to Complete Streets

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# CITY OF HUNTINGTON PARK POLICIES AND PLANS

## Huntington Park General Plan

The City of Huntington Park's General Plan was adopted in 1991. The Plan includes a Land Use Element which sets goals related to urban design and pedestrian access, and a Circulation Element which includes goals and policies related to all modes of transportation throughout the city, including vehicles, bicycles, pedestrians, and transit. The Circulation Element identifies several streets such as Rita Avenue, Rugby Avenue, Gage Avenue, Pacific Boulevard, and Florence Avenue, which are included in this Complete Streets Plan with proposed improvements for the circulation of bicyclists, pedestrians, and transit riders. The Complete Streets Plan also includes proposed improvements to the streets identified in the Circulation Element. The General Plan is scheduled to be updated in 2016.

## Downtown Huntington Park Specific Plan

The Downtown Huntington Park Specific Plan (DTSP) was adopted in 2008. The Plan identifies strategies to improve the public realm in Downtown Huntington Park for transit riders, bicyclists and pedestrians, including treatments such as streetscaping, street furniture, improved transit stops, signage and wayfinding, and bike racks. The DTSP also discusses standards and guidelines for the private realm in Downtown Huntington Park, which can affect the public's comfort and enjoyment of space, site circulation, and safety. The boundaries of Downtown Huntington Park are Rugby Avenue to the west, Randolph Street to the north, Seville Avenue to the east, and Florence Avenue to the south. It also includes Zoe Avenue east of Seville Avenue to Miles Avenue.

## Huntington Park Healthy Eating Active Living (HEAL) Policy

The City of Huntington Park adopted a resolution in 2010 designating the city a Healthy Eating Active Living (HEAL) city, with the goal of improving public health through efforts that encourage healthy eating and a more active lifestyle.

## Huntington Park Complete Streets Policy

The City of Huntington Park passed a Complete Streets Policy in 2012, based in part on the 2010 designation of the city as a Healthy Eating Active Living (HEAL) City. The objective of the policy is to provide guiding principles and practices so that transportation facilities are planned, designed, constructed, operated, and maintained with all modes in mind, including walking, bicycling, and transit use.

## Downtown Revitalization Strategy

In 2013, the City of Huntington Park developed strategies to revitalize Downtown Huntington Park in partnership with Primestor Development, Inc., an organization that focuses on real estate development and management. This work focused on Pacific Boulevard from Florence Avenue to Slauson Avenue, with a vision of growing the Latino culture of the historic retail center, improving the family orientation of the space, developing Pacific Boulevard as an entertainment hub with community events, and enhancing the transportation-oriented development of the corridor.

## EXISTING TRANSPORTATION FACILITIES AND CONDITIONS

### Pacific Boulevard Streetscape Plan

The City of Huntington Park adopted the Pacific Boulevard Streetscape Plan in 2014. This effort was the culmination of the 2013 Downtown Revitalization Strategy described above. The Plan sets forth a design vision for the revitalization of Pacific Boulevard, including a streetscape plan, a “kit-of-parts” approach to signage, landscaping, trees, shade structures, street furniture, and a process for phased implementation. The Complete Streets Plan aligns with the Pacific Boulevard Plan, highlighting some of the same design interventions and expanding on the pedestrian-orientation of Downtown Huntington Park.

### Huntington Park Bicycle Transportation Master Plan

The City of Huntington Park adopted the Bicycle Transportation Master Plan in 2014. This plan identifies bicycle routes, facilities, and improvements that would encourage bicycle use throughout the city and improve safety for bicyclists. This Plan aligns with the City’s HEAL designation and the Complete Streets Policy. The Complete Streets Plan builds off the facilities proposed in the Bicycle Transportation Master Plan, including recommendations for many of the same corridors such as Randolph Street, State Street, Salt Lake Avenue, Gage Avenue, Miles Avenue, Pacific Boulevard, Clarendon Avenue and Saturn Avenue.

### Collisions Analysis

Citywide bicycle, pedestrian, and motor vehicle collision data were obtained from the Statewide Integrated Traffic Records System (SWITRS) and the Transportation Injury Mapping System (TIMS). Data were collected for all collisions from 2008-2012. This section summarizes the data and presents the collision analysis.

A collision review is valuable for a variety of reasons. Understanding existing conditions and collision history can help identify and prioritize study areas and the most effective countermeasures dealing with specific locations or collision types. It is also important to recognize that collisions and complete street considerations are not only for people who bike and walk, but all road users. Table 1 summarizes the collision data by mode for the City of Huntington Park between 2008 and 2012. Motorcycle collisions are included as a subset of total motor vehicle collisions. Over the five year analysis period the greatest number of collisions and injuries involve motor vehicles more than any other travel mode, by far. The strategies in this report will benefit the safety and comfort of all road users, not just those who may be walking or biking.

Table 1 summarizes the collision data by mode for the City of Huntington Park between 2008 and 2012. Motorcycle collisions are included as a subset of total motor vehicle collisions.

**TABLE 1: COLLISION SUMMARY TABLE BY MODE**

Type of Collision	Number of Collisions	Number of Fatalities	Number of Injuries
Bicycle	137	0	140
Pedestrian	155	11	160
Motor Vehicles	518	4	720
Motorcycles	32	2	33

Table 2 lists the eight intersections with the highest number of bicycle collisions. The list is based on the number of collisions at a given intersection between 2008 and 2012, and is not normalized for vehicle or bicyclist volumes. A map displaying reported bicycle collisions over this period is shown in Figure 1.

**TABLE 2: BICYCLE COLLISIONS**

Intersection of Incident	Number of Collisions
Gage Avenue & Middleton Street	4
Gage Avenue & Santa Fe Avenue	4
Florence Avenue & Mountain View Avenue	3
Florence Avenue & Santa Fe Avenue	3
Florence Avenue & Stafford Avenue	3
Rugby Avenue & Randolph Street	3
Slauson Avenue & Pacific Boulevard	3
State Street & Hope Street	3

Source: City of Huntington Park, Fehr & Peers 2014



Table 3 lists the 11 intersections with the highest number of vehicle collisions. The list is based on the number of collisions at a given intersection between 2008 and 2012, and is not normalized for vehicle volumes. A map displaying reported motor vehicle collisions over this period is shown in Figure 2.

**TABLE 3: MOTOR VEHICLE COLLISIONS**

Intersection of Incident	Number of Collisions
Slauson Avenue & Malabar Street	11
State Street & Gage Avenue	11
Florence Avenue & Mountain View Avenue	10
Randolph Street & Rugby Avenue	10
California Avenue & Broadway	9
Slauson Avenue & Pacific Boulevard	9
Slauson Avenue & Santa Fe Avenue	9
Miles Avenue & Gage Avenue	8
Santa Fe Avenue & Gage Avenue	8
Saturn Avenue & Miles Avenue	8
Slauson Avenue & Alameda Street	8

Source: City of Huntington Park, Fehr & Peers 2014

Table 4 lists the 12 intersections with the highest number of pedestrian collisions. The list is based on the number of collisions at a given intersection between 2008 and 2012, and is not normalized for vehicle or pedestrian volumes. A map displaying reported pedestrian collisions over this period is shown in Figure 3.

**TABLE 4: PEDESTRIAN COLLISIONS**

Intersection of Incident	Number of Collisions
State Street & Florence Avenue	6
Pacific Boulevard & Gage Avenue	5
Gage Avenue & Marconi Street	4
Santa Fe Avenue & Florence Avenue	4
Seville Avenue & Saturn Avenue	4
State Street & Olive Street	4
Gage Avenue & Arbutus Avenue	3
Gage Avenue & Miles Avenue	3
Santa Fe Avenue & Clarendon Avenue	3
Saturn Avenue & Rita Avenue	3
State Street & Broadway	3
State Street & Saturn Avenue	3

Source: City of Huntington Park, Fehr & Peers 2014



FIGURE 2: MOTOR VEHICLE COLLISIONS 2008-2012



FIGURE 3: PEDESTRIAN COLLISIONS 2008-2012

Table 5 provides a list of the most common primary collision factors (PCFs) for bicycle collisions in Huntington Park. The top two PCFs were travel on the wrong side of the road and traffic signals and signs violations, accounting for 57% of collisions.

**TABLE 5 : PRIMARY COLLISION FACTORS - BICYCLE COLLISIONS**

PCF	Occurrences	Percent
Wrong Side of Road	58	45%
Traffic Signals and Signs	15	12%
Auto Right-of-Way Violation	15	12%
Other Hazardous Movement	14	11%
Improper Turning	8	6%
Pedestrian Right-of-Way Violation	5	4%
Unsafe Starting or Backing	3	2%
Other Improper Driving	3	2%
Lights	2	2%
Unsafe Speed	2	2%
Unsafe Lane Change	2	2%
Pedestrian Violation	1	1%
Brakes	1	1%

Source: City of Huntington Park, Fehr & Peers 2014

Table 6 provides a list of the most common primary collision factors (PCFs) for pedestrian collisions in Huntington Park. The top two PCFs were pedestrian right-of-way violations (motor vehicles violating the pedestrian right-of-way) and pedestrian violations, accounting for 89% of collisions.

**TABLE 6 : PRIMARY COLLISION FACTORS - PEDESTRIAN COLLISIONS**

PCF	Occurrences	Percent
Pedestrian Right-of-Way Violation	65	45%
Pedestrian Violation	64	44%
Traffic Signals and Signs	6	4%
Unsafe Speed	4	3%
Unsafe Starting or Backing	2	1%
Auto Right-of-Way Violation	2	1%
Driving Under the Influence	1	1%
Other Improper Driving	1	1%
Improper Turning	1	1%

Source: City of Huntington Park, Fehr & Peers 2014

Table 7 provides a list of the most common primary collision factors (PCFs) for motor vehicle collisions in Huntington Park. The top two PCFs were auto right-of-way violations and unsafe speed, accounting for 60% of collisions.

**TABLE 7 : PRIMARY COLLISION FACTORS - MOTOR VEHICLE COLLISIONS**

PCF	Occurrences	Percent
Auto Right-of-Way Violation	158	32%
Unsafe Speed	140	28%
Traffic Signals and Signs	72	14%
Driving Under the Influence	35	7%
Improper Turning	31	6%
Unsafe Lane Change	19	4%
Unsafe Starting or Backing	18	4%
Wrong Side of Road	12	2%
Following Too Closely	6	1%
Other Hazardous Driving	4	1%

Source: City of Huntington Park, Fehr & Peers 2014

Table 8 summarizes the types of collisions for each mode, by number and percent of the total collisions for that mode. Broadside collisions accounted for the highest percentage of bicycle collisions and motor vehicle collisions, with 68% and 42%, respectively. Rear-end collisions accounted for an additional 33% of motor vehicle collisions.

**TABLE 8 : COLLISION TYPE**

Type of Collision	Bicycle Collision		Motor Vehicle Collision	
	Occurrences	Percentage	Occurrences	Percentage
Head-On	1	1%	60	12%
Sideswipe	10	7%	40	8%
Rear-End	3	2%	170	33%
Broadside	92	68%	214	42%
Hit Object	2	1%	17	3%
Overtuned	0	0%	10	2%
Vehicle/Pedestrian	4	3%	3	1%
Other	24	18%	1	0%

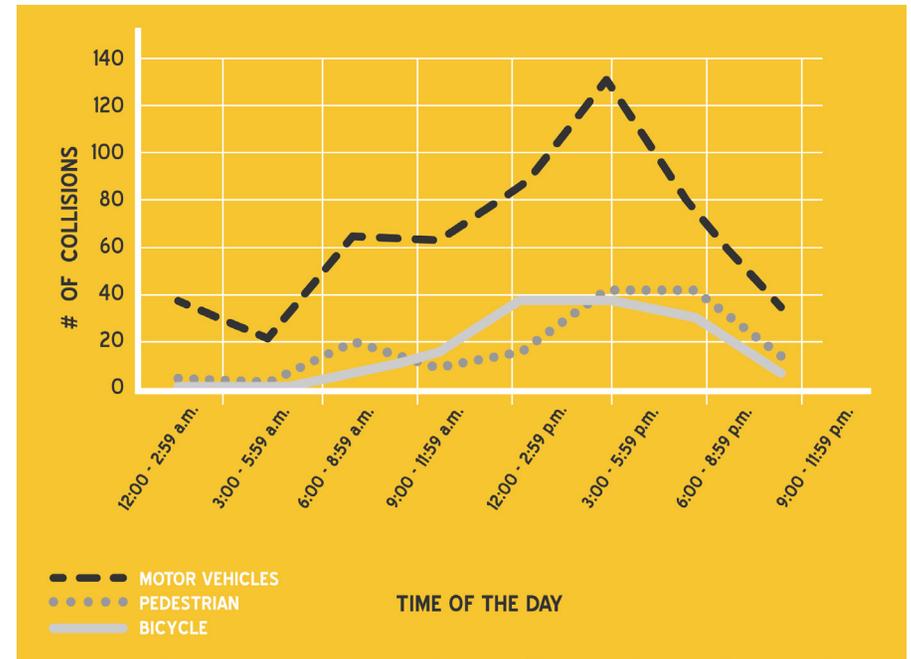
Source: City of Huntington Park, Fehr & Peers 2014

Table 9 summarizes time-of-day data for collisions. The time of day was grouped into three-hour blocks, which corresponds to early morning hours, morning rush hours, mid-day hours, afternoon hours, evening rush hours, and nighttime hours. Most collisions occur between 12:00PM and 9:00PM, for all modes. The highest percentage of bicycle collisions occurs during the early-afternoon period, between 12:00PM and 6:00PM, while the highest percentage of pedestrian collisions occurs during the evening hours between 3:00PM and 6:00PM. The highest percentage of motor vehicle collisions occurs during the early afternoon or evening rush hours, between 12:00PM-6:00PM, which corresponds to the time people are typically leaving work and school. Figure 4 shows the distribution of collisions throughout the day, by mode.

**TABLE 9 : COLLISIONS BY TIME OF DAY**

Type of Collision		Bicycle Collision		Pedestrian Collision		Motor Vehicle Collision	
		Occurrences	Percentage	Occurrences	Percentage	Occurrences	Percentage
Very early morning	12:00-2:59AM	1	1%	5	3%	37	7%
	3:00-5:59AM	0	0%	3	2%	22	4%
Morning rush hours	6:00-8:59AM	8	6%	20	13%	65	13%
Mid-morning/early-afternoon	9:00-11:59AM	15	11%	10	6%	63	12%
	12:00-2:59PM	38	28%	18	12%	86	17%
Evening rush hours	3:00-5:59PM	37	27%	42	27%	132	25%
Late evening	6:00-8:59PM	31	23%	42	27%	77	15%
Nighttime	9:00-11:59PM	7	5%	15	10%	36	7%

Source: City of Huntington Park, Fehr & Peers 2014



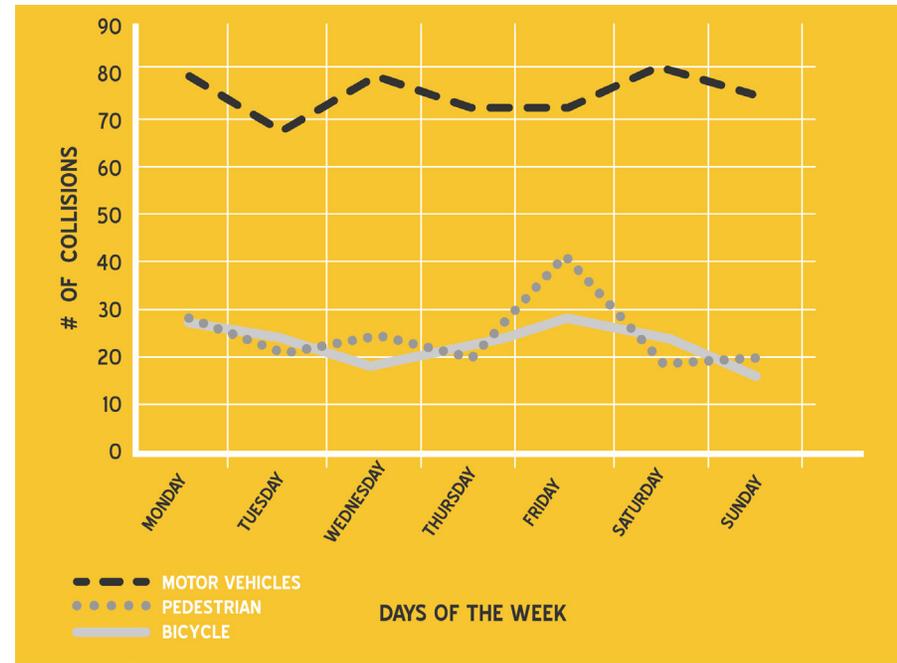
**FIGURE 4: COLLISIONS BY TIME OF DAY**

Table 10 summarizes day-of-the-week data for collisions. For bicyclists and pedestrians, more collisions occur on Monday or Friday. For motor vehicles, collisions are evenly dispersed throughout the week. Figure 5 shows the distribution of collisions throughout the week, by mode.

**TABLE 10 : COLLISIONS BY DAY OF THE WEEK**

Type of Collision	Bicycle Collision		Pedestrian Collision		Motor Vehicle Collision	
	Occurrences	Percentage	Occurrences	Percentage	Occurrences	Percentage
Monday	25	18%	26	17%	78	15%
Tuesday	21	15%	18	12%	65	13%
Wednesday	14	10%	22	14%	79	15%
Thursday	18	13%	17	11%	71	14%
Friday	26	19%	41	26%	71	14%
Saturday	21	15%	15	10%	80	15%
Sunday	12	9%	16	10%	74	14%

Source: City of Huntington Park, Fehr & Peers 2014



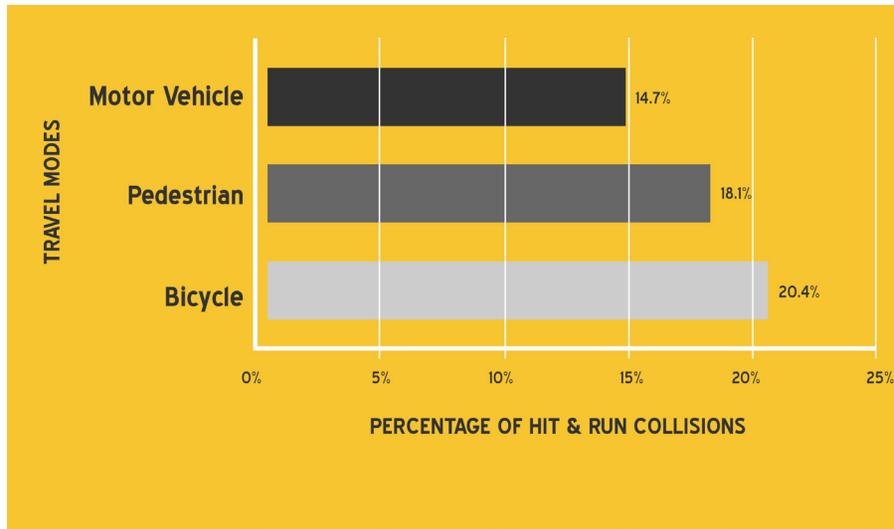
**FIGURE 5: COLLISIONS BY DAY OF THE WEEK**

Table 11 provides information on hit-and-run collisions. Felony hit-and-run collisions occur when there is an injury or fatality and one party leaves the scene of the collision. Misdemeanor hit-and-run collisions occur when one party leaves the scene of the collision and there are no injuries or fatalities. Figure 6 shows the percent of hit-and-run collisions by mode.

**TABLE 11 : PRIMARY COLLISION FACTORS - PEDESTRIAN COLLISIONS**

	Total Collisions	Felony Hit-and-Run	Misdemeanor Hit-and-Run	Not Hit-and-Run	Percent of Total Collisions Hit-and-Run
Bicycle	137	22	6	109	20%
Pedestrian	155	26	2	127	18%
Motor Vehicle	518	53	23	442	15%

Source: City of Huntington Park, Fehr & Peers 2014



**FIGURE 6: PERCENT HIT & RUN COLLISIONS**

### **Existing Land Use Patterns**

The most recent zoning map for the City of Huntington Park was updated in March 2015. It includes the Downtown Specific Plan primarily along Pacific Boulevard and other commercially zoned corridors along Santa Fe Avenue, Slauson Avenue, Gage Avenue, Seville Avenue, Alameda Street, Florence Avenue, State Street, and California Avenue. It also includes Manufacturing Planned Development to the west and north of downtown and along part of the railroad right of way in the northeastern part of the city. Residential land uses are divided between low density residential, found primarily in the southeastern part of the city, medium density residential, found primarily between Gage and Slauson in the northern part of the city, and high density residential, found south of Slauson in the western part of the city, north of Randolph in the eastern part of the city, and north of Florence by Salt Lake Park. Figure 7 shows the 2015 Zoning Map.

Additionally, Huntington Park has a number of schools and parks located throughout the City. Due to the City's size and development patterns, nearly all residents are within one mile of a school, park, commercial or civic facility. Based on this high level of accessibility, investing in infrastructure for all modes can lead to increased public health and safety, improved air quality, enhanced economic vitality, and reduced congestion.

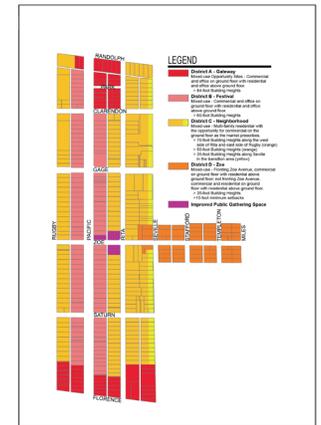
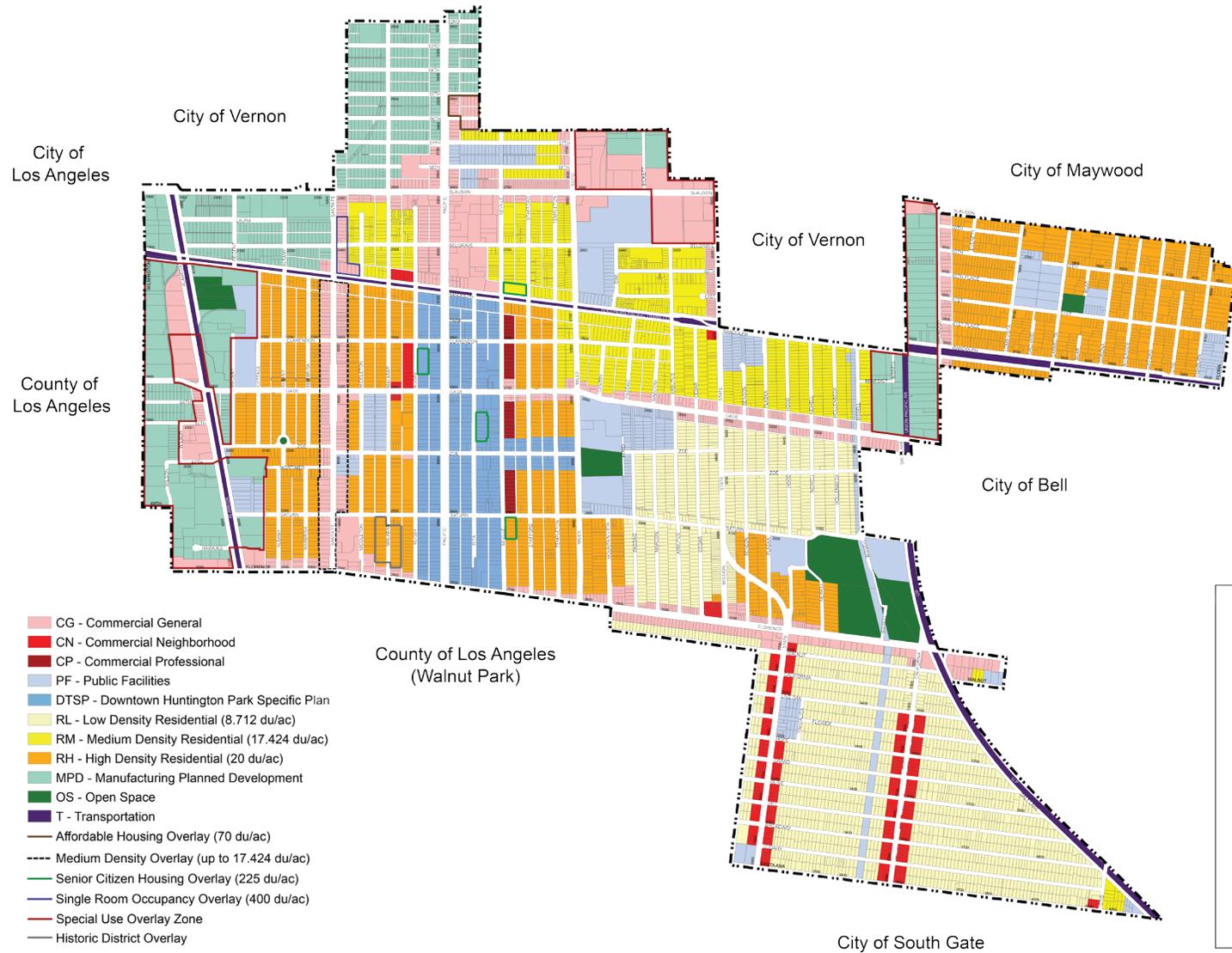


FIGURE 7: 2015 ZONING MAP

## Existing Transportation Facilities

The City of Huntington Park has a street network that largely follows a grid pattern throughout the city. Arterials with the highest average daily traffic counts include Slauson Avenue, Florence Avenue, and Santa Fe Avenue. Other major thoroughfares include Alameda Street, State Street, Miles Avenue, Pacific Boulevard, Gage Avenue, and Randolph Street.

Crosswalks are generally consistently striped at signalized intersections, with crossings marked at some stop-controlled intersections or across one leg of an uncontrolled intersection, such as Miles Avenue and Clarendon Avenue. There are also mid-block signalized pedestrian crossings on Pacific Boulevard. There are no dedicated on-street bicycle facilities (i.e., bicycle lanes or bicycle paths) in the City of Huntington Park, but there are bicycle racks at some schools, parks, and the Civic Center. Several streets like State Street, Florence Avenue, and Gage Avenue provide marked crossings at uncontrolled locations that include high-visibility crosswalks and pedestrian signage. Some of these crossings along Gage Avenue and Florence Avenue include flashing signs and in-roadway pavement lights.

Transit services in the City of Huntington Park are comprised of Metro Local buses and a shuttle service run by Metro transit known as the Combi. The Metro Blue Line is also proximate to the northwest part of Huntington Park, although it is outside the city boundaries. Future transit plans include two stops on the EcoTransit line, a proposed light rail line that is currently under study by Metro. Figure 8 shows the current and future transit facilities in Huntington Park.

## Recent Huntington Park Implementation Actions

In addition to the policies and plans described above, Huntington Park has undertaken many steps towards implementing the Complete Streets policy. The City has pursued implementation grant money and funding for bicycle facilities on State Street and Randolph Street, as well as grant funding for Safe Routes to School efforts and a signal synchronization implementation project. The City has also installed parklets and partnered to host annual bicycle races on Pacific Boulevard. The Department of Parks and Recreation has conducted bicycle training, the Police Department has organized bicycle rodeos, and the City has worked with neighboring agencies to coordinate projects of regional significance.



FIGURE 8: CURRENT AND FUTURE TRANSIT FACILITIES

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# COMMUNITY DESIGN WORKSHOPS & PUBLIC INPUT

## Purpose

The primary public involvement tool for the Huntington Park Complete Streets Plan was a week-long community design charrette. Design charrettes are an increasingly popular tool for neighborhood and street design programs. Charrettes are community-based design exercises that come out of a sincere intent to have the public involved in a meaningful way to craft their own future. This format allows residents, users of a street, or other target populations to be the primary force behind the designs.

Several partner organizations were involved in leading this project. City of Huntington Park Planning Staff provided oversight of the project. Local Government Commission (LGC) staff managed the project and were responsible for overseeing community engagement and facilitation. California Center for Public Health Advocacy (CCPHA) took the lead in the outreach to community members. Fehr & Peers and Meléndrez provided the main transportation planning, engineering and design services for the project.

From September 2014 to April of 2015, three advisory committee meetings were held with residents, organizations active in the community, school representatives, and City staff. Participants at these meetings helped guide the project partners with outreach and plan development.

There were two main phases to engaging the public. The first was a series of “Change Starts With Me” workshops held in October 2014 to prepare residents for the second phase. After that, the second phase of outreach focused on a design charrette held in January of 2015.



Participants in the workshops provided some insights into what the issues were on the streets.

## Public Input Process

The public input process was comprised of an initial period of outreach in the Fall of 2014, followed by a week-long intensive Community Design Charrette the week of January 19th, 2015. The initial outreach was conducted in partnership with the California Center for Public Health Advocacy (CCPHA). CCPHA engaged local community-based organizations, such as Woodcraft Rangers, Communities for a Better Environment, and the Huntington Park Chamber of Commerce, as well as Huntington Park schools to recruit participants for three “Change Starts With Me” Complete Streets training workshops. CCPHA disseminated flyers for the workshops to all project partners, Huntington Park schools, and faith-based organizations. Information for the workshops was also posted at city hall, city parks, and during the Sabor de Mexico Lindo event in early October 2014.

CCPHA conducted the three “Change Starts With Me” Complete Streets training workshops in mid to late October 2014 at the following city locations: Raul R. Perez Memorial Park, Salt Lake Park, and Freedom Park. The purpose of the workshops was to provide community members with the information and skills they need to participate in the development of a community-based Complete Streets plan for the City. A total of 46 residents, parents, and/or community members participated. Topics of the training workshops included: introduction to public health, introduction to planning, traffic safety, Complete Streets, and health advocacy.

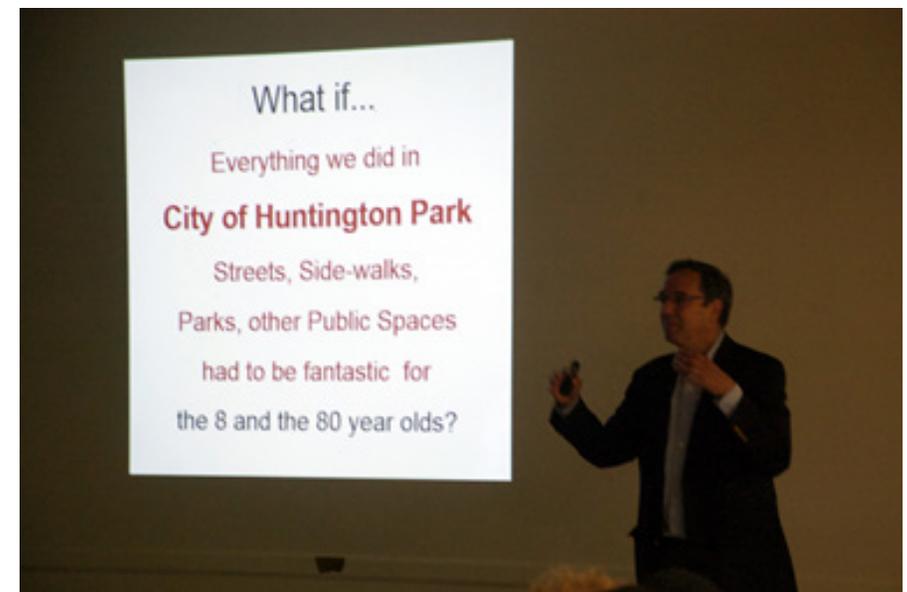
In addition, CCPHA conducted follow-up outreach efforts during the week leading up to the Community Design Charrette, including:

- Posted flyers at City Hall and Salt Lake Park
- Presentations and phone calls/mailers to parent volunteers and/or District English Learners Advisory Committee (DELAC) students at 4 Huntington Park schools
- Presentation to 15 members of the Huntington Park Chamber of Commerce
- Presentation to Senior Bingo Club at Salt Lake Park
- Emails and/or phone calls to administrators and/or parent representatives at 15 Huntington Park schools
- Mailers to 9 Huntington Park Aspire public schools
- Mailers to 30 faith-based institutions (churches, temples, etc.)
- Email and/or phone calls to staff at Woodcraft Rangers, Oldtimers Foundation, and Communities for a Better Environment
- Disseminate flyers at Huntington Park Farmer’s Market at Salt Lake Park
- Disseminated flyers at Nimitz Middle School Wellness Fair
- Calls, emails, and/or mailers to 46 workshop participants
- Email to Spanish publication

From January 20-24, 2015 the design team held various public events in English and Spanish to engage the community for a Complete Streets design charrette. The charrette included several different ways to interact project team, including engagement activities held on local streets during time periods where high foot traffic was anticipated.

### Special Presentation on Complete Streets

Gil Peñalosa of 8-80 Cities, and former Commissioner of Parks, Sport and Recreation in Bogota, Colombia, joined the team to conduct presentations on the benefits of creating Complete Streets for people of all ages, and to provide examples of how other communities are implementing Complete Streets practices and healthier community design. Gil presented at a special session in the afternoon of Tuesday January 20 for City staff and stakeholder agencies and groups in the Los Angeles region.



Gil Peñalosa presenting the benefits of creating Complete Streets

## Opening Presentation and Community Design Workshop

An opening session for the design charrette process was held on Tuesday, January 20 at the Salt Lake Park Community Center Lounge Room. The project team provided storyboards showing the benefits of Complete Streets, photos of some of the existing conditions in Huntington Park, as well as maps of schools, open space, and transit.

Albert Fontanez, former Planning Manager for the City welcomed participants to the workshop. Miguel Nunez, Senior Transportation Planner for Fehr & Peers provided background on the Complete Streets Plan project and Gil Peñalosa presented on the benefits of Complete Streets.

After the presentation, participants split into smaller groups for a design table exercise. Everyone was asked to identify critical issues on large aerial maps of the city, as well as put down some of their own street design solutions. Each table group held energetic conversations as they discussed problems, and alternative solutions. At the end of the exercise, each group took turns sharing their respective solutions with the rest of the participants.

During this exercise, project team members circulated around the room observing, commenting if appropriate, and answering questions when asked. This format kept expert designers available, but gave community members the hands-on freedom to offer their own solutions.



Posterboards were available with more information on Complete Streets concepts and existing conditions.



City staff and team members welcome participants to opening workshop.



Participants broke up into groups...



Discussed conditions on the streets...



Collaborated with each other for solutions...



Then the groups shared their ideas with everyone.

## Pop-Up Events

Throughout the week, the design team engaged the community directly on the street through pop-up events at various locations. At these events members of the design team set up storyboards and other informational materials. The objective was to engage residents in locations where there was a lot of foot traffic to allow more one-on-one conversations about Complete Streets concepts and to get their comments on the issues in the community.

The pop-up events took place at two schools in the City: Middleton Elementary School the morning of Monday, January 21 and Gage Middle School the afternoon of Friday, January 23. These provided opportunities to get the unique perspectives of younger residents, as well as their parents.

During the evening of Friday, January 23, the design team held a pop-up at the intersection of Zoe Avenue and Pacific Boulevard, providing the opportunity to interact directly with residents on a busy city street, and reach those that had not attended events earlier in the week.



Pop-up near Gage Middle School.



Middleton Elementary pop-up event.



A pop-up at Zoe and Pacific Avenues...



Provided the opportunity to interact with people on a Friday evening.

### Guided Tours and Audits

During the week, the design team also held three different guided tours through the City. These were focused on transit connections, a school neighborhood and bicycling improvements.

On January 21, members of the team led a guided Transit Tour to observe different locations near a major corridor, and consider the connections to transit in the City. Following the tour, the group reconvened at the Salt Lake Park to discuss observations from the tour. Then-Councilmember and former Mayor Ofelia Hernandez joined the discussion following the tour.

The Parent/Student-Focused Walk Audit on January 22 was held at Freedom Park. Parents and public health staff from the Los Angeles County Department of Public Health attended. The project team led participants on a tour of the streets around Nimitz Middle School and Huntington Park Elementary School, observing and discussing existing land uses and street conditions, including design, walkability, traffic patterns, intersections, crossings, sidewalk conditions, and other features. After the walk they regrouped to discuss Complete Streets and possible design solutions for their neighborhood and the rest of the City.

Later that afternoon, the project team led a Bicycle Audit with high school students and others to offer a first-hand look at what it is like to bike on Huntington Park's streets, pointing out and discussing locations where bicycle improvements were planned.



Participants illustrate a bulb-out during Nimitz M.S. and Huntington Park E.S. walking Audit.



Gil Peñalosa speaks to a group of senior citizens about the importance of Complete Streets for residents of all ages.



Bus/ Walking tour about transit connections.



Discussing the bicyclist's perspective of Huntington Park streets.

## WHAT WE HEARD

After the community's initial input from the opening workshop, the design team started refining details on the recommendations for the Complete Streets Plan. The design team spent three days at Salt Lake Park reviewing the concepts developed by the public and preparing draft recommendations for the closing session presentation. This included many ongoing discussions with team members and Huntington Park City staff.

The design team held a public workshop at the Huntington Park City Hall Council Chamber on January 24, 2012 to present the first draft of recommendations to residents. Paul Zykofsky of the LGC and Miguel Nunez of Fehr and Peers then reviewed the key findings from the previous public events, and shared concepts of the team's initial recommendations, including visuals of potential changes. At the conclusion, they opened the floor to comments and questions from those in attendance.

After this workshop, and with guidance from the Advisory Committee the design team then began the process of developing the Complete Streets Plan. The input gathered from the community outreach on this project form the basis for the recommendations in this report.



All the public input was consolidated onto one map.

## SUMMARY OF KEY ISSUES

The key issues emerging out of the public input process primarily revolved around improving safety, enhancing public space, and the need for traffic calming. Specific comments include:

- Improve sidewalk and pavement quality and conditions
- More stop signs, particularly around schools
- Improve crossings, particularly near schools
- Reduce speeds along key arterials
- Make better use of space along Randolph Street
- Upgrade crosswalks and signals for pedestrians
- Address crossing/pedestrian safety issues along Gage Avenue, particularly at Miles Avenue and Pacific Avenue
- Provide separated facilities for people riding bicycles
- Improve access for people walking and riding bicycles to the Blue Line Station at Slauson Avenue

These issues are addressed in the options presented in this plan, both at the policy-level, city wide, as well as at the corridor or intersection level with specific treatment options presented to address the safety concerns expressed by the public.

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# PROPOSED COMPLETE STREETS NETWORK

The Complete Streets Network, shown in Figure 10, includes opportunities for multi-modal enhancements for people traveling throughout the City of Huntington Park. This map includes state-of-the-practice recommendations intended to improve safety, comfort, and user experience of people walking, bicycling, riding transit, and spending time in public spaces in Huntington Park.

As discussed in the prior chapters, a number of factors such as land use patterns, existing infrastructure, and demographics contribute to existing circulation choices and patterns. The proposed complete streets network seeks to better connect people with each other and local destinations by balancing the development of infrastructure to be more inclusive of modes other than the automobile. For instance, nearly all streets in Huntington Park are designated for vehicle travel and parking; however, there are few designated bicycle facilities within the City. Most streets have sidewalks to accommodate walking; however, neighborhood and residential streets can experience high vehicle volumes and travel speeds that may discourage people from choosing to walk or ride their bicycles for short distance trips. This chapter contains a number of general strategies and specific options for a number of corridors intended to develop a multi-modal transportation network that serves existing and anticipated circulation patterns in Huntington Park.

## CITY-WIDE COMPLETE STREETS TREATMENTS

### Curb Extension Treatments

Many of the treatments included in Figure 10 are appropriate for city-wide adoption, wherever the opportunity or community desire is encountered. These interventions include treatments like curb extensions, or bulb-outs, as depicted in Figure 10 along Gage Avenue at Middleton and Arbutus, among other locations that have on-street parking. These extensions shorten crossing distances for pedestrians, improve visibility, and are indicated in Figure 10 at school locations where crosswalks are already striped. However, this intervention can be implemented as a low-cost pilot project anywhere in the city, using planters and other temporary materials. Figure 9 shows an example of temporary curb extensions built with low-cost materials.



FIGURE 9: IMAGE OF TEMPORARY CURB EXTENSIONS WITH LOW-COST MATERIALS

# ELEMENTS OF A COMPLETE STREET



## PEDESTRIAN AMENITIES

Providing amenities for people walking helps create a safe and comfortable environment. Street trees, benches, trash cans, and pedestrian-scaled lighting, are some of the preferred amenities that enhance the pedestrian experience.



## INTERSECTION ENHANCEMENTS

Intersections can be enhanced to increase the safety of all road users. Enhanced intersection treatments may include special crosswalk markings, bulb-outs that reduce the crossing distance, leading pedestrian intervals, and other signal, signing and striping treatments.



## BIKE NETWORK

A well thought out bike network increases safety and allows cyclists to plan preferred routes to specific destinations. Locations for bike racks, bike lockers, and bike stations should also be considered.



## GREEN STREETS

Green Streets capture storm water runoff and returns it to the aquifer. Most green streets use bioswales and landscaped bulb-outs to retain water, allowing it to slowly permeate back into the ground. These treatments also create opportunities for landscaping which can benefit aesthetics and the environment.



## TRAFFIC CALMING

Traffic calming reduces vehicular speeds that may discourage active street life. Reducing the number of lanes encourages slower speeds. Other treatments include, roundabouts, chicanes, bulb-outs, or planted medians.



## SIGNAGE/WAYFINDING

Signage and wayfinding devices help all street users navigate the city. Signage and wayfinding devices should be clear and legible. These devices could also be branded with a consistent color palette and graphic look to create a sense of place.



## ENHANCED PUBLIC TRANSPORTATION

There are various ways to enhance public transportation on a complete street. Dedicated bus lanes, enhanced bus shelters, and real-time transit information, can help improve the user experience.



## PUBLIC SPACES

Introducing new public spaces on the street provides a safe and comfortable place for people to gather. Parklets and plazas are affordable ways to incorporate new public spaces into the streetscape. They also have the ability to protect pedestrians by creating a buffer between the sidewalk and the roadway. Public spaces can catalyze community revitalization and promote economic development.

FIGURE 10: CITYWIDE COMPLETE STREETS TREATMENTS

## Signal Treatments

Similarly, signal treatments such as Leading Pedestrian Intervals (LPIs), which are recommended at Miles/Gage and Miles/Zoe, and pedestrian scramble phases, which are recommended at Pacific/Gage and Pacific/Florence, in Figure 10, can be implemented at other locations throughout the city, as warranted.

LPIs display the pedestrian walk signal for a few seconds while holding all vehicle phases red, in order to allow people walking to get a head-start into the intersection where they are more visible. This improves safety by clearly indicating to turning vehicles that they are required to yield the right of way to pedestrians. Figure 11 shows an image of a Leading Pedestrian Interval.

Pedestrian scramble phases are appropriate treatments where there are heavy pedestrian volumes that warrant a full cycle of dedicated pedestrian crossing time while holding all vehicle phases red. This removes conflicts between turning vehicles and people walking, and although it adds additional time to the signal cycle by adding a third phase, it can mitigate long delays for vehicles that end up waiting through several cycles, due to high pedestrian volumes, in order to make a left or right turn. Figure 12 shows an image of a pedestrian scramble phase.

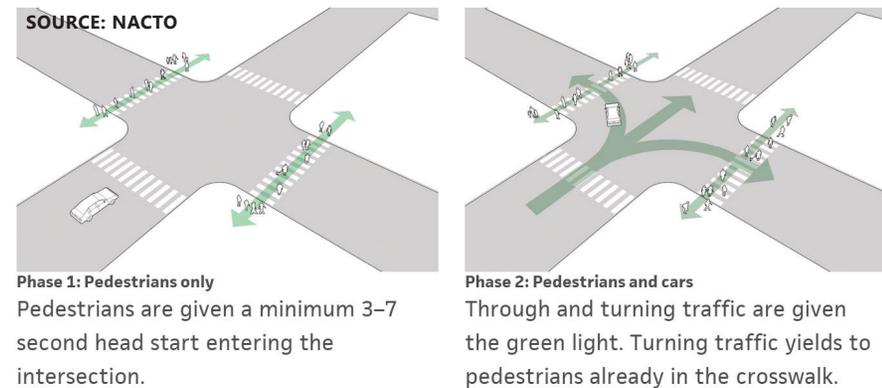


FIGURE 11: IMAGE OF LEADING PEDESTRIAN INTERVAL



FIGURE 12: PEDESTRIAN SCRAMBLE

## Crosswalks

The 2000 Uniform Vehicle Code and Model Traffic Ordinance (Uniform Vehicle Code) (Section 1-112) defines a crosswalk as:

- “That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs, or in the absence of curbs, from the edges of the traversable roadway; and in the absence of a sidewalk on one side of the roadway, the part of a roadway included within the extension of the lateral lines of the existing sidewalk at right angles to the centerline.
- Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.”

As described on the right, crosswalks may be located at intersections or mid-block, and may be installed at locations with or without signals or stop signs. Crosswalks may also be distinguished based on whether they are marked (striped) on the roadway or left unmarked. It is recommended that Huntington Park establish a formal policy for crosswalk installation, removal, and enhancement that provides transparency in decision making and adopts best practices in pedestrian safety and accommodation. Please see Chapter 5 for more information regarding crosswalk policy considerations.

<p><b>Controlled Marked Crossing</b></p>	<p><b>Crosswalks that are striped midblock or at intersections controlled by traffic signals or stop signs</b></p>	
<p><b>Uncontrolled Marked Crossing</b></p>	<p><b>Crosswalks that are striped midblock or at intersections not controlled by traffic signals or stop signs</b></p>	
<p><b>Unmarked Crossing</b></p>	<p><b>Crosswalks that are not striped at intersections with or without a traffic signal or stop sign</b></p>	

## Other Treatments

Additional Complete Streets treatments that can be implemented as the opportunity arises throughout the city include bicycle parking, parklets, wayfinding signage, and traffic calming. Figures 13, 14, 15 and 16 show examples of these treatments.



FIGURE 13: BICYCLE PARKING



FIGURE 14: PARKLETS



SOURCE: CULLEN MCCORMICK

FIGURE 15: TRAFFIC CALMING



FIGURE 16: WAYFINDING SIGNAGE

# COMPLETE STREETS TREATMENTS FOR REGIONAL ARTERIALS

Figure 10 shows key treatments for regional arterials that cross through Huntington Park. These streets include Pacific Boulevard, Florence Avenue, Slauson Avenue, and Santa Fe Avenue, described further, below.

## PACIFIC BOULEVARD

Pacific Boulevard serves as a key regional arterial connecting Huntington Park to neighborhoods to the north and south, and as the key backbone that creates a vibrant downtown Huntington Park neighborhood. As such, it is critical to balance the circulation of people through the corridor with the desire to create a place of enjoyment for people while traveling or spending time.

The design of Pacific Boulevard has the capability to balance all modes of transportation, including people walking, biking, taking transit, and driving. Given the limitations in the width of the street, this can be done in several ways. Figure 17 shows the existing 90' cross-section which includes angled parking on both sides of the street, two vehicle lanes in each direction, and a narrow striped median down the center. At three separate locations on Pacific Boulevard, several parking spaces have been converted to parklets, which are seating areas for people to spend time in. There are also two enhanced transit stops with seating, shade, and a mid-block crossing, between Clarendon Avenue and Gage Avenue.

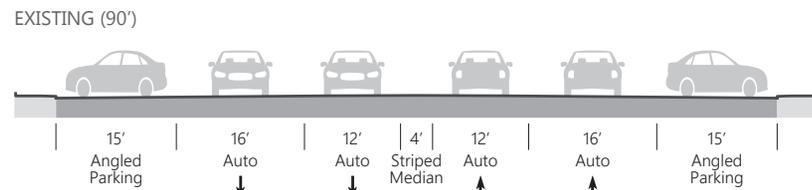
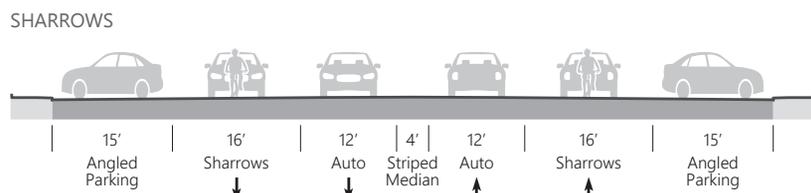


FIGURE 17: PACIFIC BOULEVARD - EXISTING CROSS-SECTION

### Option 1:

Future Option 1 includes a Class III bicycle route, including painted sharrows in the outer travel lanes to indicate shared space between people driving and people bicycling, spaced according to bicycle route design standards. No additional changes to the cross-section would be required to install a bike route. Figure 18 shows the cross-section for Future Option 1.

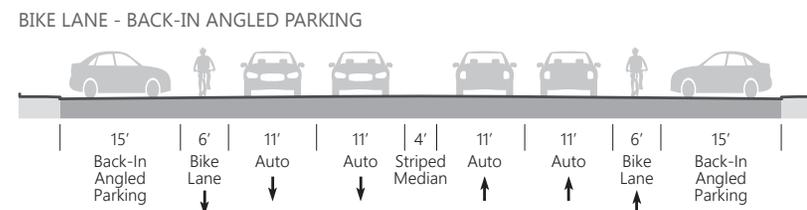


**FIGURE 18: PACIFIC BOULEVARD - FUTURE OPTION 1\***

\*The cross-sections in this report reflect potential geometries that are consistent with design standards and guidelines for travel lanes, bicycle facilities, and other transportation infrastructure. As these cross-sections present several conceptual options for the corridors, the ultimate implementation of these options may result in widths that differ from those shown on these figures.

### Option 2:

Future Option 2 includes a Class II bicycle lane in both travel directions and narrowed vehicle travel lanes to accommodate the addition of bicycle facilities. In order to accommodate a bicycle lane, the travel lanes would be narrowed to 11' each. Additionally, diagonal parking could be reversed to become back-in angled parking, which provides added safety benefits and improved sight-lines between people parking and people riding a bicycle. Figure 19 shows the cross-section for Future Option 2. Figure 20 shows an image of back-in angled parking in combination with a bicycle lane.



**FIGURE 19: PACIFIC BOULEVARD - FUTURE OPTION 2\***



**FIGURE 20: BACK-IN ANGLED PARKING IN COMBINATION WITH A BIKE LANE**

### Option 3:

Future Option 3 includes a Class IV protected bicycle lane, often referred to as a cycletrack. This facility could be accommodated one of three ways, which are all detailed in the cross-sections below.

- Option 3a would rely on a road conversion in which one travel lane in either each direction would be replaced by a center turn lane and separated bicycle lanes in each direction. Figure 21 illustrates the cross-section for Option 3a.
- Option 3b would rely on narrowing all lanes to 10' and reducing the center median to 2' in order to accommodate the cycletrack. Option 3b is illustrated in Figure 22. Studies have found in urban areas where speeds are under 45 mph, 10-foot lanes function as well or better, from a safety and capacity standpoint, than wider streets.
- Option 3c replaces all diagonal parking with parallel parking and includes the installation of the cycletrack as well as a center turn lane. Option 3c is illustrated in Figure 23.

### Other Options:

Pacific Boulevard could also be enhanced for pedestrians by building additional parklets and installing pedestrian-friendly signal phases, such as a pedestrian scramble phase at Pacific Boulevard and Gage Avenue and Pacific Boulevard and Florence Avenue, as described above in City-Wide Complete Streets Treatments. In addition, Rita Avenue and Rugby Avenue are identified as strong alternate candidates for bicycle facilities given their proximity to Pacific Boulevard.

PROTECTED BIKE LANE - LANE CONVERSION

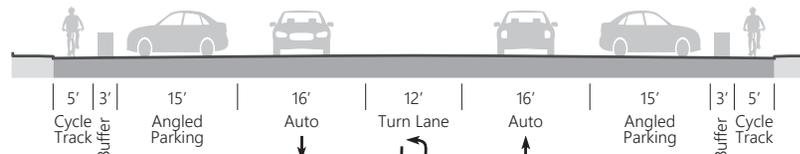


FIGURE 21: PACIFIC BOULEVARD - FUTURE OPTION 3A\*

PROTECTED BIKE LANE - LANE NARROWING

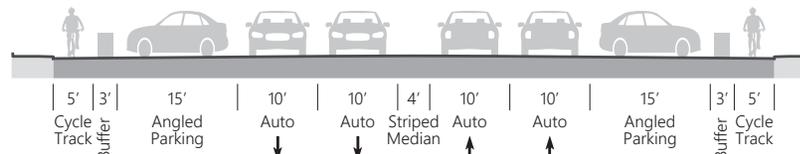


FIGURE 22: PACIFIC BOULEVARD - FUTURE OPTION 3B\*

PROTECTED BIKE LANE - PARALLEL PARKING

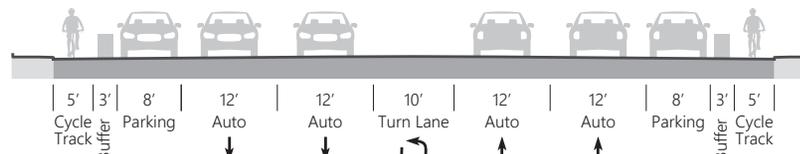


FIGURE 23: PACIFIC BOULEVARD - FUTURE OPTION 3C\*

## **FLORENCE AVENUE**

Florence Avenue is a key regional arterial, connecting Huntington Park to neighborhoods east and west of the city and providing access to the Metro Blue Line at the intersection with Graham Avenue. It also provides key access to businesses, restaurants, and bus transit facilities. Between Wilson Avenue and Seville Avenue, a unique placemaking opportunity exists along Florence Avenue to help improve safety and comfort for people traveling through the corridor. The intersection of Florence Avenue and Pacific Boulevard, in particular, is a key connection that helps establish this area as a center of activity in Huntington Park.

### **Options:**

The intersection of Pacific Boulevard and Florence Avenue would be an appropriate location to consider a pedestrian scramble phase. Street-level placemaking treatments could include pedestrian scale lighting, wayfinding signage to key locations within Huntington Park, streetscaping, public art, and enhanced transit facilities with benches, trash receptacles, and shade trees or structures.

## **SLAUSON AVENUE**

Slauson Avenue is a key regional arterial, providing access to the Metro Blue Line at Slauson Avenue and Long Beach Avenue, industrial and commercial businesses, and bus transit facilities. Additionally, Slauson serves as a key vehicular route across the region for both passenger vehicles and trucks. At the direction of Metro, a study is underway for a stretch of rail right-of-way that exists along Slauson Avenue between Wilmington Avenue and Santa Fe Avenue, curving north to Malabar Street and running through the northern boundary of Huntington Park. The Rail to River Intermediate Active Transportation Corridor Feasibility Study proposes several alternatives for this right-of-way, including the conversion into an active transportation corridor. This alternative would support the goals of the Huntington Park Complete Streets Plan.

## COMPLETE STREETS TREATMENTS FOR MAJOR NEIGHBORHOOD STREETS

### SANTA FE AVENUE

Santa Fe Avenue is a key regional arterial that provides north-south access through the west side of Huntington Park to employment, industrial and commercial uses, and key bus transit facilities. In order to provide a balance of corridors available for all modes of transportation, only off-street improvements are recommended for Santa Fe Avenue in order to retain vehicular and transit circulation.

#### Options:

Off-street improvements could include pedestrian scale lighting, improved transit stops with benches, shade structures or trees, and trash receptacles, and public art.

Figure 10 shows key treatments for major neighborhood streets that provide circulation and access within Huntington Park. These streets include Gage Avenue, Miles Avenue, and State Street, described further, below. On all major neighborhood streets, curb extensions should be considered, particularly around schools and parks. Additionally, pedestrian-friendly streetscape elements can be integrated into the design of buffered or protected bicycle facilities.

Similar projects in other parts of the U.S. have shown that this type of road conversion can be implemented without impacting vehicular traffic volumes or travel time significantly if average daily traffic is below 15,000 vehicles per day, especially if the intersections and signal timing are well-designed. Road conversions have also been implemented on streets with volumes up to 23,000 vehicles per day. Given volumes on local roadways, a road conversion could be feasible on several streets. The addition of a left turn lane would improve safety for motorists and reduce rear-end, side-swipe and left-turn broadside crashes which occur at a much higher rate with four lane configurations. Added benefits of reducing lanes include slower, safer speeds and fewer conflicts at intersections. Below is a list of candidate corridors for a road conversion and their 24-hour traffic volumes:

- Pacific Boulevard: Less than 20,000
- Gage Avenue: Between 15,000 and 25,000
- Miles Avenue: Less than 20,000 south of Randolph Street, 20,000 to 25,000 north of Randolph Street
- State Street: Between 15,000 and 25,000 (road conversion proposed in Bicycle Master Plan)
- Randolph Street: Less than 15,000

## GAGE AVENUE

Gage Avenue is a key neighborhood street providing direct access to three schools and connecting to additional schools and parks. Gage Avenue experiences heavy foot traffic particularly at school arrival and dismissal hours. Gage Avenue has a high incidence of pedestrian collisions at Pacific Boulevard, Marconi Street, and Arbutus Avenue, high incidence of bicycle collisions at Santa Fe Avenue and Middleton Street, and high incidence of vehicular collisions at State Street. In order to provide safe and comfortable circulation for all modes, three options are included for Gage: a Class III bike route, a Class II bike lane, or a Class IV protected bike lane. The existing cross-section on Gage Avenue includes two 10' travel lanes in each direction and an 8' parallel parking lane on both sides. Figure 24 shows the existing cross-section.

EXISTING (56')

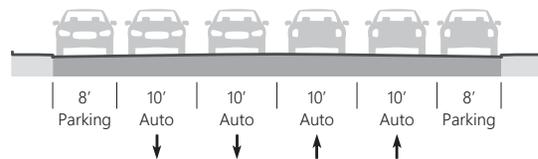


FIGURE 24: GAGE AVENUE - EXISTING CROSS SECTION

## Option 1:

Future Option 1, a Class IV protected bicycle lane, would require the removal of parking on both sides of the street. This option is shown in Figure 25. Protected bicycle lanes provide the best facilities for people riding bicycles, and also retain a buffer between pedestrians and vehicle travel lanes. Compared to parking lanes, the protected bicycle lane also improves air and noise pollution exposure for pedestrians.

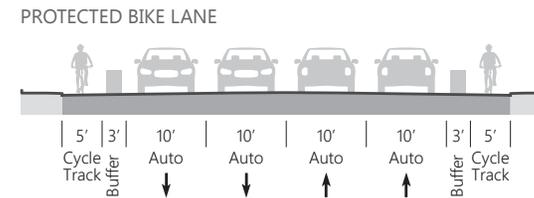


FIGURE 25: GAGE AVENUE - FUTURE OPTION 1\*

### Option 2:

Future Option 2, a Class II bike lane, would rely on a road conversion, converting one travel lane in each direction into a center turn lane and bicycle lanes. Option 2 is illustrated in Figure 26. In addition to providing facilities for people riding bikes, road conversions have been shown to improve safety for all road users and particularly people driving, by reducing the number of rear-end, broadside, and side-swipe collisions typically associated with making left turns from the inside travel lane. By providing a center turn lane along corridors with many driveways and opportunities to turn left, operational efficiency is maintained for vehicle circulation and safety is improved.

ROAD DIET WITH BIKE LANE

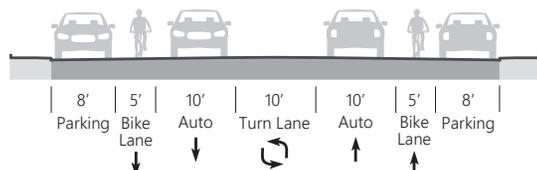


FIGURE 26: GAGE AVENUE- FUTURE OPTION 2\*

### Option 3:

Future Option 3 includes the addition of sharrows and bicycle route signage to the existing cross-section. This is illustrated in Figure 27.

SHARROWS

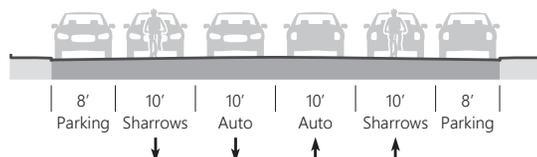


FIGURE 27: GAGE AVENUE- FUTURE OPTION 3\*



FIGURE 28: MILES / GAGE FOOT TRAFFIC

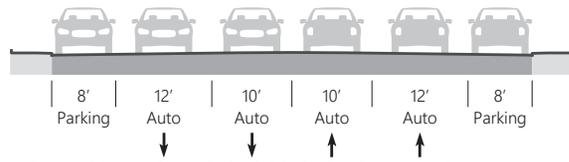


FIGURE 29: MILES / GAGE FOOT TRAFFIC

## MILES AVENUE

Miles Avenue is a key neighborhood street providing direct access to three schools and connecting access to additional schools and parks. Miles Avenue experiences heavy foot traffic particularly at school arrival and dismissal hours, and particularly at the Miles Avenue and Gage Avenue intersection, as shown in Figures 28 and 29. In order to provide safe and comfortable circulation for all modes, three options are included for Miles: a Class III bike route, a Class II bike lane, and a Class IV protected bike lane. The existing cross-section on Miles Avenue includes a 10' inside travel lane in each direction, a 12' outside travel lane in each direction, and an 8' parking lane on both sides. Figure 30 shows the existing cross-section.

EXISTING (60')



**FIGURE 30: EXISTING CROSS-SECTION MILES AVENUE**

### Option 1:

Future Option 1, a Class IV protected bicycle lane, would require the removal of parking on both sides. This option is shown in Figure 31. Protected bicycle lanes provide the best facilities for people riding bicycles, and also retain a buffer between pedestrians and vehicle travel lanes. Compared to parking lanes, the protected bicycle lane also improves air and noise pollution exposure for pedestrians.

PROTECTED BIKE LANE

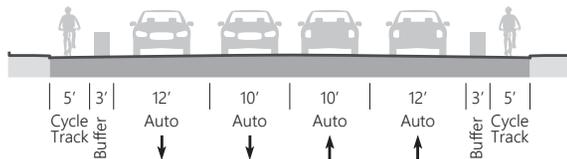


FIGURE 31: MILES AVENUE FUTURE OPTION 1\*

### Option 2:

Future Option 2, a Class II bike lane, would rely on a road conversion in which one travel lane in each direction into a center turn lane and bicycle lanes.

- Option 2a is illustrated in Figure 32, which includes a buffered bicycle lane option.
- Option 2b is illustrated in Figure 33, which eliminates the buffer in exchange for wider travel lanes.

In addition to providing facilities for people riding bikes, road conversions have been shown to improve safety for all road users and particularly people driving, by reducing the number of rear-end and side-swipe collisions typically associated with making left turns from the inside travel lane. By providing a center turn lane along corridors with many driveways and opportunities to turn left, operational efficiency is maintained for vehicle circulation and safety is improved. With the number of schools and residential frontages, this roadway configuration will encourage reduced speeds and compliance with the speed limit, which can help reduce collision injury severity.

ROAD DIET WITH BUFFERED BIKE LANE

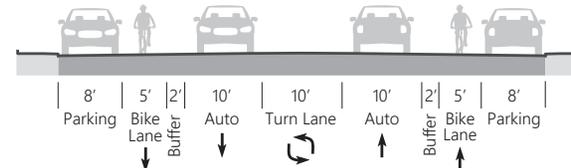


FIGURE 32: MILES AVENUE FUTURE OPTION 2A\*

ROAD DIET WITH BIKE LANE

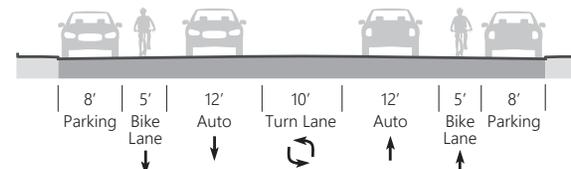


FIGURE 33: MILES AVENUE FUTURE OPTION 2B\*

### Option 3:

Future Option 3 includes the addition of sharrows and bicycle route signage to the existing cross-section. This is illustrated in Figure 34.

SHARROWS

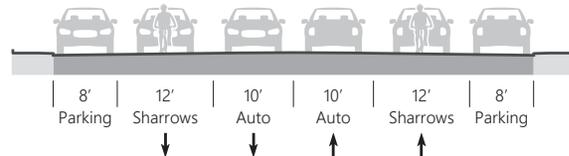


FIGURE 34: MILES AVENUE FUTURE OPTION 3\*

### STATE STREET

State Street is a key neighborhood street providing direct access to three schools and connecting access to additional schools and parks. State Street is residential in character north of Florence Avenue, and commercial in character south of Florence Avenue. Overall, there are high vehicular speeds along the corridor and a high incidence of pedestrian collisions tend to occur at Florence Avenue and Olive Street. In addition, State Street has a high incidence of bicycle collisions at Hope Street and a high incidence of vehicle collisions at Gage Avenue. In order to provide safe and comfortable circulation for all modes of transportation, two options are recommended for State Street: a Class III bike route or a Class II bike lane. The City of Huntington Park has already received funding to implement a complete street on State Street. The existing cross-section on State Street includes two 10' travel lanes in each direction and an 8' parking lane on both sides. Figure 35 shows the existing cross-section.

EXISTING (56')

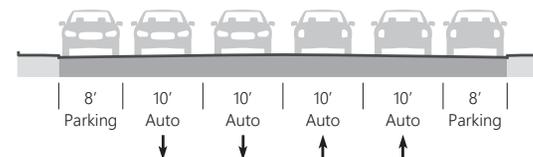
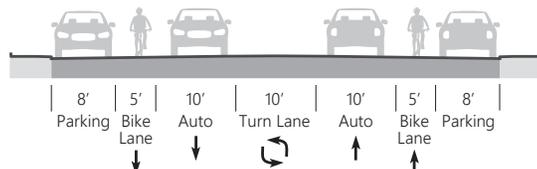


FIGURE 35: STATE STREET EXISTING CROSS SECTION

### Option 1:

Future Option 1, a Class II bike lane, would rely on a road conversion, exchanging one travel lane in both directions for a center turn lane and bicycle lanes. Option 1 is illustrated in Figure 36. In addition to providing facilities for people riding bikes, road conversions have been shown to improve safety for all road users and particularly people driving, by reducing the number of rear-end and side-swipe collisions typically associated with making left turns from the inside travel lane. By providing a center turn lane along corridors with many driveways and opportunities to turn left, operational efficiency is maintained for vehicle circulation and safety is improved.

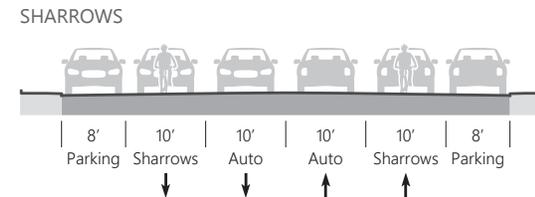
ROAD DIET WITH BIKE LANE



**FIGURE 36: STATE STREET FUTURE OPTION 1\***

### Option 2:

Future Option 2 includes the addition of sharrows and bicycle route signage to the existing cross-section. This is illustrated in Figure 37.



**FIGURE 37: STATE STREET FUTURE OPTION 2\***

## COMPLETE STREETS TREATMENTS FOR LOCAL STREETS

Figure 10 shows key treatments for local streets that primarily serve to provide access within Huntington Park. These streets include Rita Avenue, Rugby Avenue, Zoe Avenue, and Clarendon Avenue, described further, below. On all local streets, curb extensions should be considered, particularly around schools and parks. Additionally, pedestrian-friendly streetscape and traffic calming elements can be integrated into the design of bicycle boulevard facilities.

### RITA AVENUE & RUGBY AVENUE

Rita Avenue and Rugby Avenue are a “paired one-way couplet” – a set of one-way parallel streets that run in opposite directions. Couplets are designed to provide efficiency for vehicles by minimizing turning conflicts that occur when all four directions of travel need to be accommodated. These streets can be good locations for bicycle facilities for the same reason; fewer turning conflicts result in safer intersections for people riding a bicycle or walking. Rita Avenue and Rugby Avenue pose a good opportunity not only from a safety perspective, but also because they run parallel to Pacific Boulevard, one of the key destinations in Huntington Park. With the inclusion of wayfinding signage through the paseos that connect the parking lots behind Pacific Boulevard to the street frontage along Pacific, Rita Avenue and Rugby Avenue could serve as key bicycle facilities for the city.

The existing cross-section on Rita Avenue and Rugby Avenue includes two 14’ travel lanes in one direction, and an 8’ parking lane on both sides. This is shown in Figure 38. Two options exist for Rita Avenue and Rugby Avenue to integrate bicycle facilities. Future Option 1 includes a Class II bike lane, and Future Option 2 includes a Class III bike route.

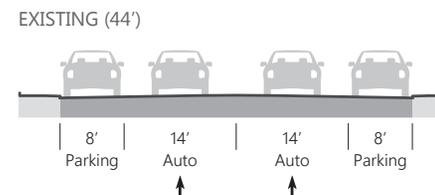


FIGURE 38: RITA / RUGBY EXISTING CROSS SECTION

### Option 1:

Option 1, Class II bicycle lanes, can be executed in one of two ways.

- Future Option 1a requires narrowing the travel lanes from 14' to 10', allowing for a buffered bicycle lane to the right of the travel lanes, as illustrated in Figure 39. The buffer is typically 3' and could be painted on the street or enhanced with bollards, as illustrated in Figure 40.
- Future Option 1b provides a bike lane without a buffer, and requires narrowing the travel lanes from 14' to 11'. This is illustrated in Figure 41.

BUFFERED BIKE LANE

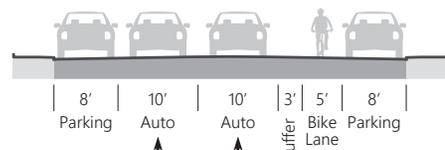


FIGURE 39: RITA AVENUE AND RUGBY AVENUE FUTURE OPTION 1A\*

BIKE LANE

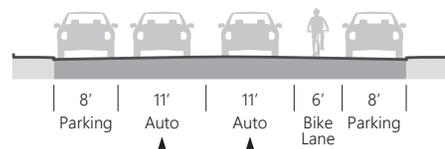


FIGURE 41: RITA AVENUE AND RUGBY AVENUE FUTURE OPTION 1B\*

### Option 2:

Future Option 2 includes the addition of sharrows and bicycle route signage to the existing cross-section. This is illustrated in Figure 42.

SHARROWS

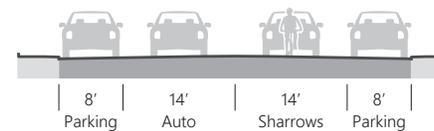


FIGURE 42: RITA AVENUE AND RUGBY AVENUE FUTURE OPTION 2\*

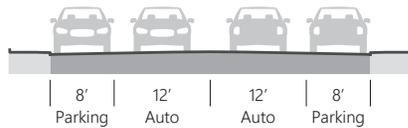


FIGURE 40: EXAMPLE OF BUFFER WITH BOLLARDS

## ZOE AVENUE

Zoe Avenue provides access between Downtown Huntington Park and the Huntington Park Civic Center, connecting two key destinations within the city. Enhancing this corridor for all modes would help establish a visible commitment to Complete Streets while also providing safe and comfortable access between the two districts. Zoe Avenue also provides direct access to two schools and connecting access to additional schools and parks. The existing cross-section on Zoe Avenue includes one 13' travel lane in each direction and one 8' parking lane on both sides. Figure 43 illustrates the existing cross-section.

EXISTING (40')

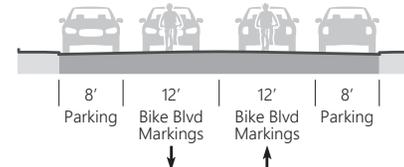


**FIGURE 43: ZOE AVENUE EXISTING CROSS-SECTION**

## Option 1:

As illustrated in Figure 10, the future option for Zoe Avenue is an enhanced Class III bike route, also referred to as a bicycle boulevard. The cross-section of a bicycle boulevard is similar to a Class III bicycle route, including painted sharrows and bicycle route signage, as shown in Figure 44. On a bicycle boulevard, additional traffic calming elements like curb extensions, chicanes, bicycle-friendly traffic signals, and other tools decrease the speed of travel and provide comfortable, safe accommodation for bicyclists. Some bicycle boulevards also include traffic diverters to prevent cut-through vehicle traffic. An example of this type of traffic calming device is shown in Figure 45 and already exists on this corridor where through access on Zoe Avenue is restricted by the Huntington Park civic center.

BIKE BOULEVARD



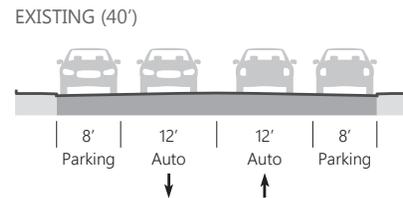
**FIGURE 44: ZOE AVENUE CLASS III BIKE BOULEVARD\***



**FIGURE 45: TRAFFIC CALMING DIVERTER – BIKE BOULEVARDS**

### **CLARENDON AVENUE, SATURN AVENUE, MIDDLETON STREET, & ARBUTUS AVENUE**

Clarendon Avenue, Saturn Avenue, Middleton Street and Arbutus Avenue provide north-south and east-west access across the City of Huntington Park. These streets are primarily residential in nature, so while they do not serve many employment or commercial destinations, they serve many origin locations and provide quiet and comfortable facilities to bicycle or walk, while also providing cross-city access. These streets also directly serve four schools and provide connecting access to additional schools and parks. The existing cross-section on these streets includes one travel lane in each direction and parking on both sides, as illustrated in Figure 46.



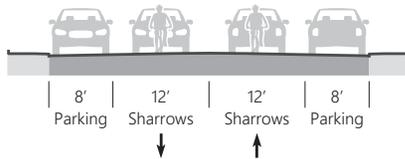
**FIGURE 46: CLARENDON AVENUE, SATURN AVENUE, MIDDLETON STREET, & ARBUTUS AVENUE EXISTING CROSS-SECTION**

## MULTI-USE PATH OPPORTUNITIES

### Option 1:

The future bicycle boulevard option is illustrated in Figure 47, which includes Class III bicycle route signage and painted sharrows, as well as bicycle-friendly signals at all major intersections and additional traffic calming features to create a slow, comfortable environment for people riding a bicycle. This reduces cut-through traffic and speed, which has safety benefits for people walking and for residents along the corridors.

#### SHARROWS



**FIGURE 47: CLARENDON AVENUE, SATURN AVENUE, MIDDLETON STREET, & ARBUTUS AVENUE FUTURE OPTION: CLASS III BIKE BOULEVARD\***

Two key corridors are identified in Figure 10 for multi-use path opportunities: Randolph Street and Salt Lake Avenue. These corridors have additional right-of-way that could serve as off-street, Class I multi-use paths.

## RANDOLPH STREET

Currently, Randolph Street has a center-running railroad right-of-way that is partially owned by the City of Huntington Park. This space could be converted into a Class I path for people bicycling and walking. Randolph Street provides direct access to schools and parks, and continuous east-west access across the north side of the city. This transformation of the rail right-of-way would require coordination with the other entities that own or use it.

The existing cross-section on Randolph Street, shown in Figure 48, changes across the corridor between the eastern and western boundaries of the City of Huntington Park. At Randolph and Pacific, the existing cross-section includes two eastbound travel lanes and two westbound travel lanes, with a 40' rail right of way between. There is also one parking lane in both directions.

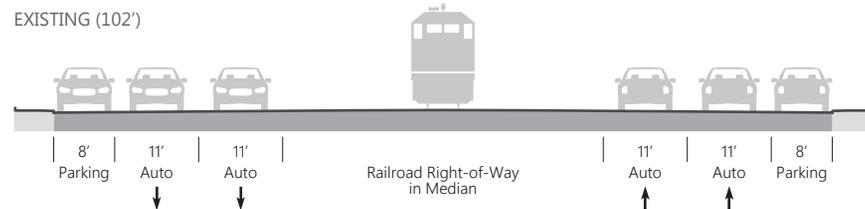


FIGURE 48: RANDOLPH STREET EXISTING CROSS-SECTION

## Option 1:

Future Option 1 would retain the street configuration and convert the center-running right-of-way to a mixed-use path, including separate paved space and an adjacent unpaved path. Since the right-of-way is center-running, care would need to be taken at intersections – particularly those controlled by stop signs – to ensure safety and visibility for people riding bicycles or walking. Signal-controlled intersections would also need to be adapted to accommodate pedestrians or bicycles. The cross section for Future Option 1 is illustrated in Figure 49.

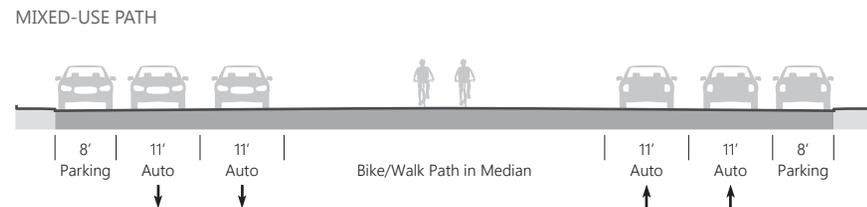


FIGURE 49: RANDOLPH STREET FUTURE OPTION 1\*

## Option 2:

A second alternative is to install a bicycle facility on-street. This could be done as a bicycle lane or protected bicycle lane. Vehicle counts are low enough on Randolph Street that it could serve existing traffic volumes with one lane in either direction. If one travel lane in each direction is converted, or if the parking lane is converted, this would provide sufficient space to install a buffered or protected bicycle lane on-street. Alternately, parking could be relocated to the center median, retaining some parking capacity while allowing enough space for an on-street curb-running cycle track and two travel lanes in each direction.

- Figure 50 shows Option 2a, a curb-running cycle track with on-street parking retained, but relocated adjacent to the median, and one travel lane in each direction.
- Figure 51 shows Option 2b, a curb-running cycle track with parking removed and two travel lanes in each direction.
- Figure 52 shows Option 2c, a curb-running cycle track with parking relocated to the median. These alternatives do not require signal treatments for a center-running bicycle path, and therefore may be constructed at a lower cost.



FIGURE 50: RANDOLPH STREET FUTURE OPTION 2A\*

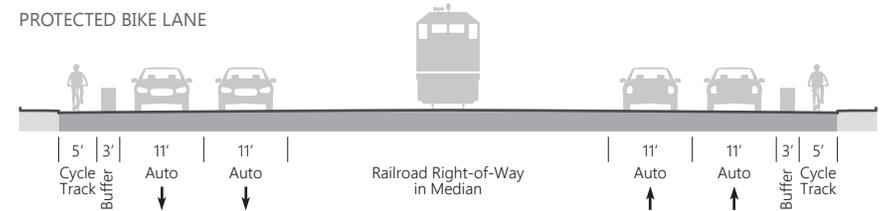


FIGURE 51: RANDOLPH STREET FUTURE OPTION 2B\*

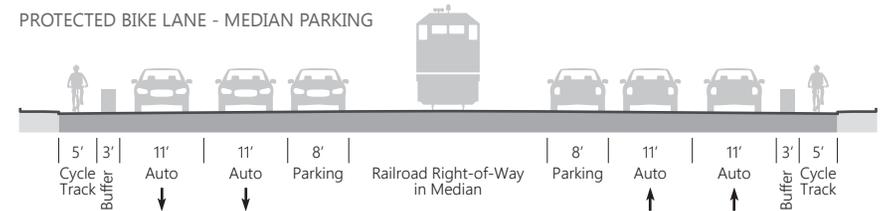
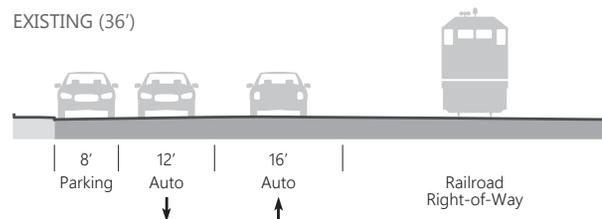


FIGURE 52: RANDOLPH STREET FUTURE OPTION 2C\*

## SALT LAKE AVENUE

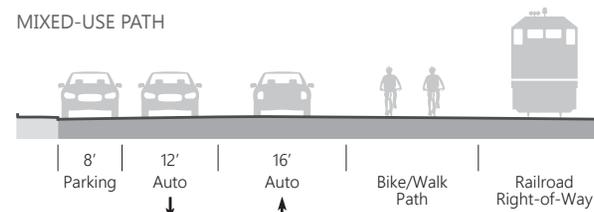
Currently, an 80' wide rail right-of-way exists adjacent to Salt Lake Avenue. The street configuration of Salt Lake Avenue includes one travel lane in each direction and a single parking lane on both sides of Salt Lake Avenue. Salt Lake Avenue provides direct north-south access to Salt Lake Park, a major recreational destination and community asset on the east side of Huntington Park. The existing cross-section for Salt Lake Avenue is shown in Figure 53.



**FIGURE 53: SALT LAKE AVENUE EXISTING CROSS SECTION**

## Option:

The Future Option for Salt Lake Avenue is a Class I mixed-use path. Since the right-of-way is entirely off street, the path would have few interruptions between the southern boundary of Huntington Park at Santa Ana Street and the northern terminus at Randolph Street. This effort will require coordination with the City of Bell for the portion of Salt Lake Avenue between Bell Avenue and Gage Avenue, which is immediately adjacent to the City of Huntington Park. A long-term extension of the path through Slauson Avenue could also be considered. The existing and future cross-sections are illustrated in Figure 54.



**FIGURE 54: SALT LAKE AVENUE FUTURE CROSS SECTION\***

## PLACEMAKING OPPORTUNITIES

Opportunities exist within the city to reconfigure excess pavement into plazas or curb extensions in order to improve safety and provide additional public space. These opportunities have been identified at three key locations: State Street and Mission Place, Saturn Avenue and Bissell Street, and State Street and Hood Avenue.

### STATE STREET AND MISSION PLACE

Figure 55 shows proposed placemaking and safety improvements at State Street and Mission Place. This location was identified in the community design charrette as a corridor that experiences speeding and frequent collisions, which is corroborated by the vehicle and pedestrian collision maps presented earlier in the plan. Currently, the configuration of the intersection allows for drivers traveling south on State Street to merge onto Mission Place without slowing down or yielding to pedestrians who may be crossing Mission Place. Additionally, the crossing is very wide as a result of the angle at which the streets intersect.

By squaring off the intersection between Mission Place and State Street and constructing public space that is adequately buffered from the State Street vehicles, a new public green space is created, speeding along State Street will likely be reduced, crossing distance for pedestrians will be shortened, and vehicle access to Mission Place and the residences immediately adjacent to the intersection will be maintained.

## **SATURN AVENUE AND BISSELL STREET**

Figure 56 shows proposed placemaking and safety improvements at Saturn Avenue and Bissell Street. This location was identified during the community design charrette by residents and Huntington Park staff as a location that currently experiences speeding, has wide pedestrian crossings, and is generally confusing for drivers.

By installing curb extensions, the intersection is squared off and considerably narrower, encouraging slower speeds and more cautious driver behavior. The extensions also allow for new public green space on the southwest corner, and shortened crossing distances for people on foot.

## **STATE STREET AND HOOD AVENUE**

Figure 57 shows proposed placemaking and safety improvements at State Street and Hood Avenue. This location has experienced vehicle and pedestrian collisions, as illustrated in the collision maps presented earlier in the plan. Currently, the configuration of the intersection allows for drivers traveling north on State Street to merge onto Hood Avenue, or south on Hood Avenue to merge onto State Street, without slowing down or yielding to pedestrians who may be crossing Hood Avenue. Additionally, the crossing is very wide as a result of the angle at which the streets intersect.

By squaring off the intersection between Hood Avenue and State Street and constructing public space that is adequately buffered from the State Street vehicles, a new public green space is created, speeding along State Street will likely be reduced, crossing distance for pedestrians will be shortened, and vehicle access to Hood Avenue and the residences immediately adjacent to the intersection will be maintained.



FIGURE 55: STATE STREET AND MISSION PL CONCEPT PLAN



FIGURE 56: SATURN AVENUE AND BISSELL STREET CONCEPT PLAN

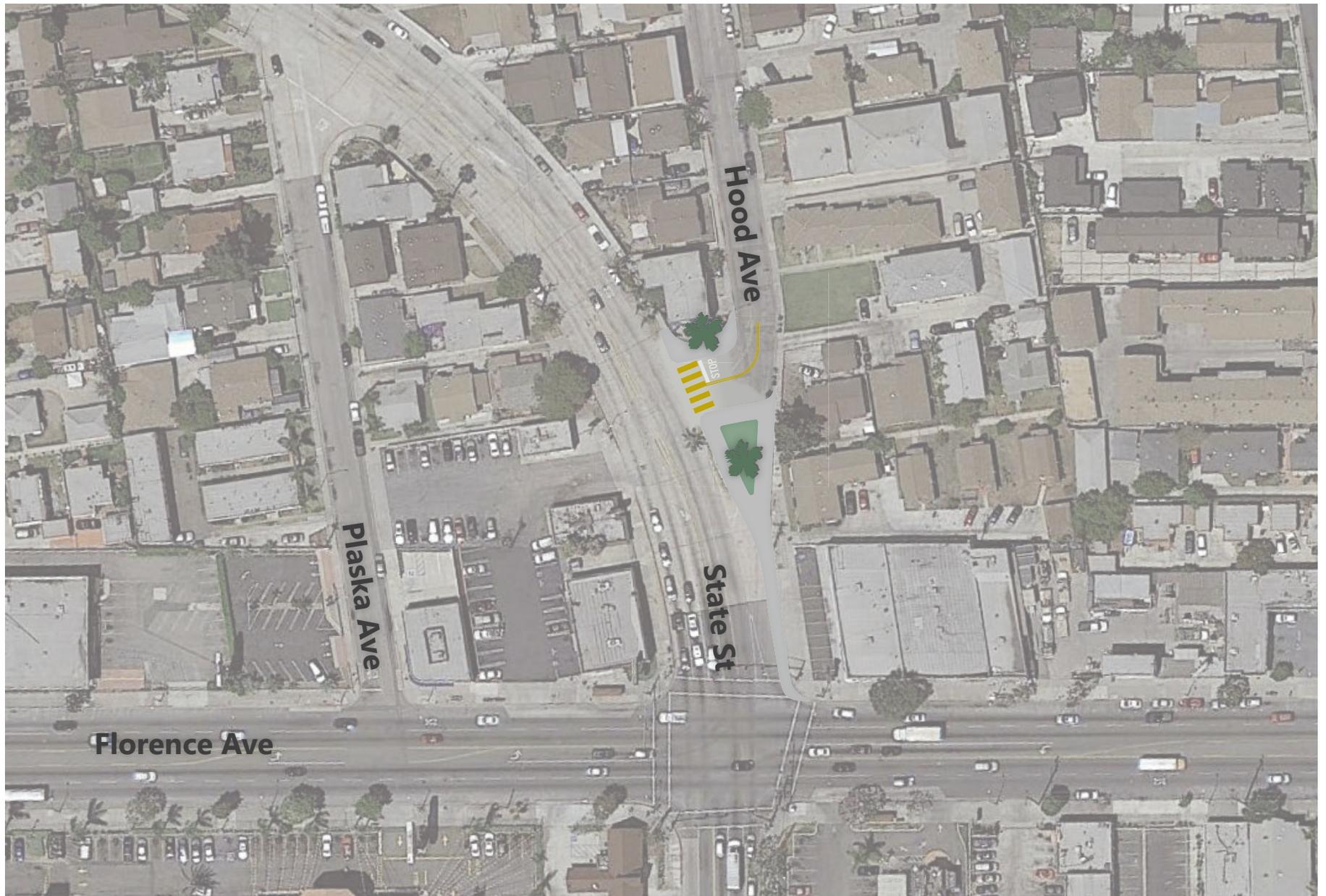
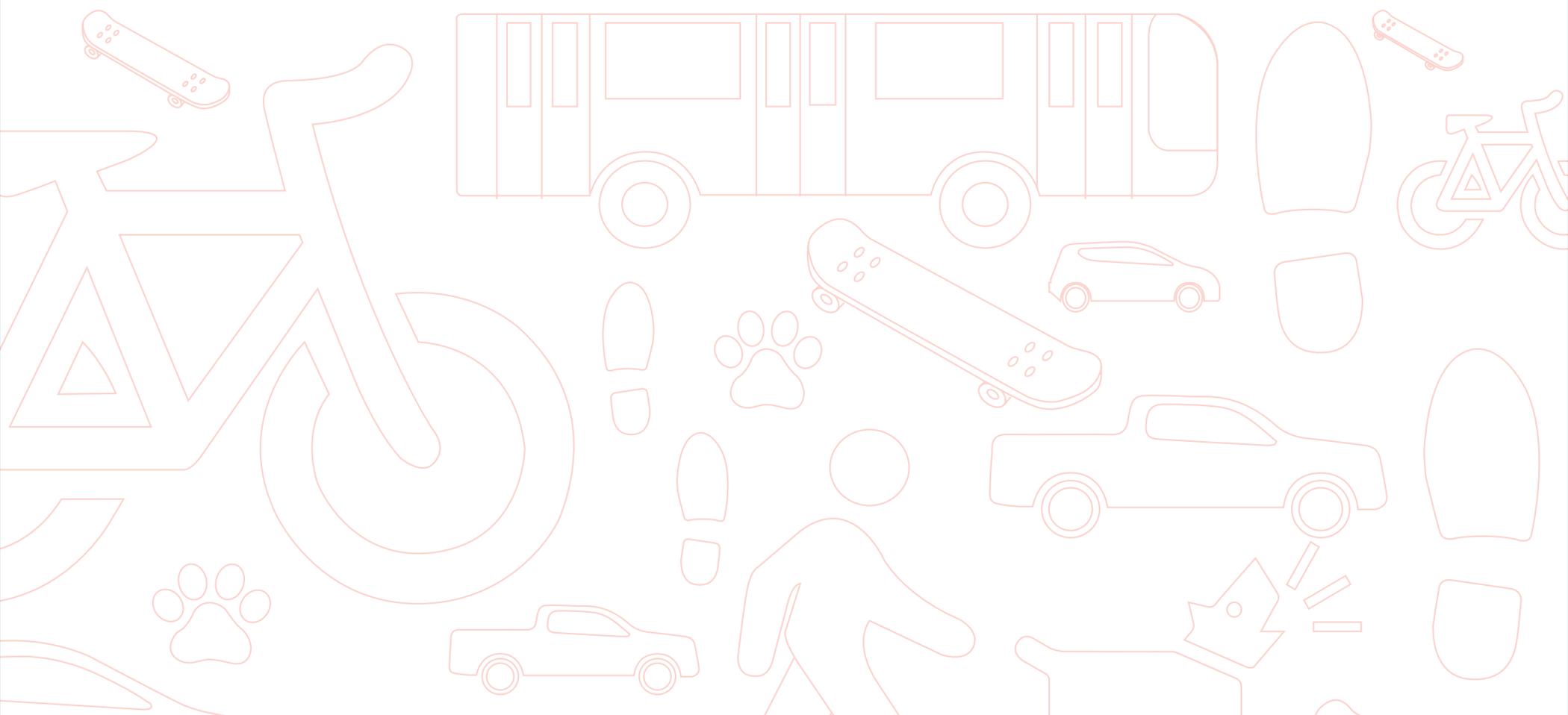


FIGURE 57: STATE STREET AND HOOD AVENUE CONCEPT PLAN

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# 5. POLICIES AND PROGRAMS

## POLICIES AND PROGRAMS

This chapter discusses the range of options for future policies that would support Complete Streets efforts in Huntington Park, including:

- Crosswalk Policy
- Bike Parking Policy
- Pedestrian First Policy
- Vision Zero Policy
- Safe Routes to School / School Siting Policy
- Transit Shelter Design Guidelines
- First-Last Mile Policy
- Green Streets and Tree Canopy Policy

Following a discussion of these policies, this chapter includes a brief discussion of the elements of a Complete Streets Plan which do not rely on changes to the built environment, and include education, encouragement, enforcement and evaluation programs. While engineering and infrastructure enhancements are critical elements for improving pedestrian, bicyclist, and transit rider safety, these non-infrastructure efforts are essential components of a city's fully-developed Complete Streets strategy, complementing infrastructure investment and increasing the safety, utility, and viability of infrastructure projects.

The development and implementation of both overall policies and non-infrastructure programming often includes a combination of municipal support and volunteer engagement, which can have an exponential effect on the extent to which a community embraces a city's Complete Streets efforts. Because of this community-supported model, policies and programming can have very large effects while relying on small budgets.

## CROSSWALK POLICY

A formal policy for crosswalk installation, removal, and enhancement provides transparency in decision-making and adopts best practices in pedestrian safety and accommodation. The city could adopt a formal crosswalk policy, using research to inform the decisions to provide marked crossings at uncontrolled locations. Once the decision to provide a marked crossing has been made, a decision on the type of crossing would be based on Table 12. This table provides guidance on the type of appropriate crossing and enhancement treatments that are appropriate based on that location's number of lanes, average daily traffic, posted speed limit, and presence of a raised median. These samples may be studied further before application to local conditions.

The crosswalk policy should reflect best practices and recent research with respect to the installation, removal, and enhancement of crosswalks. This policy may consider adopting the "ladder" crosswalk striping treatment as used in other jurisdictions in California. Additionally, the policy should include criteria for installing crosswalk enhancements, such as flashing beacons, or pedestrian signs. Such a policy would also be useful for determining when the removal of crosswalks is appropriate. The City of Huntington Park may review the removal or installation of midblock crossings based on collision history, sight distance, levels of activity, and physical or operational characteristics, where practicable at the recommendation and concurrence of the City Engineer.

**TABLE 12: SAMPLE SUMMARY OF CROSSING TREATMENTS FOR STREETS OF VARYING LANES, POSTED SPEED LIMITS, AND AVERAGE DAILY TRAFFIC**

LEVEL ONE: TWO LANE STREETS			
NUMBER OF CARS (ADT)	30 MPH OR LESS	35 MPH	40 MPH OR HIGHER
Up to 15,000 cars per day	Ladder Crosswalk	Ladder Crosswalk	Ladder Crosswalk plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices
15,000 cars or more per day		Ladder Crosswalk plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	Pedestrian signal or bridge
LEVEL TWO: THREE LANE STREETS			
NUMBER OF CARS (ADT)	30 MPH OR LESS	35 MPH	40 MPH OR HIGHER
9,000 cars or fewer per day	Ladder Crosswalk	Ladder Crosswalk	Ladder Crosswalk plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices
9,000-12,000 cars per day		Ladder Crosswalk plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	
12,000-15,000 cars per day	Triple-four plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	Pedestrian signal or bridge	Pedestrian signal or bridge
15,000 cars or more per day			
LEVEL THREE: FOUR OR MORE LANES WITH A RAISED MEDIAN			
NUMBER OF CARS (ADT)	30 MPH OR LESS	35 MPH	40 MPH OR HIGHER
9,000 cars or fewer per day	Ladder Crosswalk	Ladder Crosswalk	Ladder Crosswalk plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices
9,000-12,000 cars per day			
12,000-15,000 cars per day	Triple-four plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	Ladder Crosswalk plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	Pedestrian signal or bridge
15,000 cars or more per day	Pedestrian signal or bridge	Pedestrian signal or bridge	
LEVEL FOUR: FOUR OR MORE LANES WITHOUT A RAISED MEDIAN			
NUMBER OF CARS (ADT)	30 MPH OR LESS	35 MPH	40 MPH OR HIGHER
9,000 cars or fewer per day	Ladder Crosswalk	Ladder Crosswalk	Ladder Crosswalk plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices
9,000-12,000 cars per day	Triple-four plus a pedestrian refuge, or other Level 1 device	Ladder Crosswalk plus a pedestrian refuge, or other Level 1 device	
12,000-15,000 cars per day	Triple-four plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	Ladder Crosswalk plus a pedestrian refuge, overhead flashing beacons, or other Level 1 and 2 devices	Pedestrian signal or bridge
15,000 cars or more per day	Pedestrian signal or bridge	Pedestrian signal or bridge	

Note: The specific treatments applied may be further studied and refined by City Staff  
 All uncontrolled crosswalk installations should include MUTCD compliant crossing signs, including fluorescent yellow-green double sided pedestrian signs with downward facing arrows at the crosswalk, advanced pedestrian signs, and advanced yield lines, along with the striping of the crosswalk (ladder or other pattern).

Additional crosswalk policy resources include:

- Sacramento Crosswalk Policy  
([www.cityofsacramento.org/transportation/dot\\_media/engineer\\_media/pdf/PedSafety.pdf](http://www.cityofsacramento.org/transportation/dot_media/engineer_media/pdf/PedSafety.pdf))
- Stockton Crosswalk Policy  
([www.stocktongov.com/publicworks/publications/PedGuidelines.pdf](http://www.stocktongov.com/publicworks/publications/PedGuidelines.pdf))
- Federal Highway Administration Study on Marked versus Unmarked Crosswalks  
([http://safety.fhwa.dot.gov/ped\\_bike/docs/cros.pdf](http://safety.fhwa.dot.gov/ped_bike/docs/cros.pdf))
- National Cooperative Highway Research Program Report on Crosswalks at Uncontrolled Locations  
([http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp\\_rpt\\_562.pdf](http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_rpt_562.pdf))
- Caltrans/UC Berkeley Study on Pedestrian/Driver Behavior at Marked versus Unmarked Crosswalks  
(<http://repositories.cdlib.org/its/tsc/UCB-TSC-RR-2007-4>)



Standard Crosswalk Marking Patterns

Image source: FHWA, Planning and Designing for Pedestrian Safety Course, 2008

**FIGURE 59: CROSSWALK TYPES**

## BIKE PARKING POLICY

A Bike Parking Policy includes detailed design standards and siting requirements for bicycle parking. This will ensure that installed bicycle parking is accessible and functional. Both the City of Los Angeles Ordinance and the Model California Bicycle Parking Ordinance have good design and siting language. The Association of Pedestrian and Bicycle Professionals' (APBP) Bicycle Parking Design Guidelines also provide good siting language along with accompanying photos and graphics. The APBP guide can be provided as a companion reference to developers and City design review staff. Guidelines should be developed for the amount of bicycle parking to be required by land use, the design of the racks, and placement in the public right of way.

## PEDESTRIAN-FIRST POLICY

A Pedestrian-First Policy recognizes the vulnerability of those who walk relative to all other modes, given the current way that streets, sidewalks, and crossings are constructed. This policy places the needs of the pedestrian as the primary consideration for all future development and infrastructure projects, going further than a Complete Streets Policy which simply ensures consideration of the needs of all road users including pedestrians, bicyclists, and transit riders. This policy has been adopted in Chicago and Vancouver, B.C., which set a default "modal hierarchy," with pedestrians first, for all work that occurs on streets, from electrical work to major redesigns. A growing number of cities are recognizing that in their downtown and neighborhood centers, pedestrians need to be the primary focus in order to support economic activity and vibrant public spaces.

## VISION ZERO POLICY

A Vision Zero policy views traffic crashes as preventable incidents that can be systematically addressed. A growing number of cities – including New York, Chicago, Boston, and Portland – are declaring that “no level of fatality on city streets is inevitable or acceptable.” Though it is ambitious, it clearly articulates the idea that even one traffic-related fatality is unacceptable, and that the city is actively working to improve safety conditions for all road users – including vulnerable users like pedestrians and cyclists – throughout the city.

## SAFE ROUTES TO SCHOOL / SCHOOL SITING POLICY

A school siting policy can address both location and size of new schools within the City of Huntington Park. Neighborhood-sized schools, as opposed to mega schools on the periphery, are a key ingredient for encouraging walking and bicycling to school. In addition, pedestrian and ADA improvements should be prioritized near schools. Though the Los Angeles Unified School District controls decisions relating to schools in the City of Huntington Park, the City could adopt a formal policy to encourage neighborhood-sized schools, and proactively work with LAUSD to implement school decisions that are in keeping with the City’s vision.

## TRANSIT SHELTER DESIGN GUIDELINES

Transit Shelter Design Guidelines articulate the minimum standards and recommended siting elements for transit stops, such as minimum landing area, curb ramps, signage, safety and security, pedestrian connections, benches, trash receptacles, lighting, and streetscape features. Guidelines can serve as a resource for the City in conversations with transit providers that serve Huntington Park, and can create opportunities for public space improvements, safety improvements, and accessibility improvements. By enhancing transit stops, people are more inclined to ride transit services and existing transit riders are accommodated in a comfortable, customer-service-oriented environment.

## FIRST-LAST MILE POLICY

A First-Last Mile Policy establishes a priority for implementation of pedestrian and bicycle facilities that will assist transit riders in accessing stops and stations. By prioritizing implementation of active transportation facilities around transit stops, investments can reap exponential benefits because they help to create a seamless, comfortable transportation network for several types of transportation. This policy recognizes that most transit users arrive at the stop or station by foot or by bike; therefore bicycle and pedestrian facilities are a critical component of the transit system. Similarly, many bicyclists and pedestrians use transit to complete a part of their trip, and this policy recognizes that the transit system, therefore, is a critical component of the pedestrian and bicycle network.

## GREEN STREETS AND TREE CANOPY POLICY

Green streets are defined as public right-of-way areas that allow for infiltration, biofiltration, and/or water storage and use best management practices (BMPs) to collect, retain, or detain stormwater runoff. This includes a strong design element that creates attractive streetscapes. Green streets are an amenity that provides many benefits including water quality improvement, groundwater replenishment, creation of attractive streetscapes, creation of parks, and pedestrian and bicycle accessibility. A citywide policy could require any new development or redevelopment of streetscape or roadway projects to incorporate green street BMPs.

Other green streets-associated policies could relate to the urban tree canopy. In particular, they could include elements such as: the preservation of protected tree species, heritage, or other dedicated trees along key routes or citywide; the formation of a tree-advisory committee; the design and technical guidance for tree planting and tree removal; etc. A well-maintained urban tree canopy is a benefit to the health, sustainability, and overall beauty of a city.

## EDUCATION PROGRAMS

Education programs help to inform residents – both those who primarily walk or bike and those who do not often walk or bike – about the rights, responsibilities, and resources available for pedestrians and bicyclists. Education programs can be ongoing, in partnership with schools or the police department, or they can be one-time events in advance of pedestrian infrastructure installation.

Education campaigns should include residents of all ages, especially emphasizing school-aged children where safe walking and biking habits can be instilled as a life-long lesson. These types of support programs also ensure compliance with the criteria required by the Active Transportation Program (ATP) for an active transportation plan, which can increase the competitiveness of a city's future grant applications to this program.

### Staff / Agency Training

Provide city staff and enforcement staff with training on new pedestrian and bicycle design treatments in the right of way. This also includes working with City maintenance and utility crews to ensure they understand the needs of pedestrians and follow standard procedures when working on or adjacent to roadways and walkways. Establishing internal understanding of the issues facing pedestrians in the city is a critical step to developing effective, implementable policies and infrastructure. Training for city staff should occur whenever a new policy is adopted or new set of guidelines is developed.

### Safe Routes to School (SRTS) Programs

This category refers to a variety of children's programs aimed at promoting both walking and bicycling to school and improving traffic safety around schools. The program takes a comprehensive "5 E" approach with specific engineering, education, encouragement, enforcement, and evaluation. The programs involve partnerships

among school staff, parents, students, city staff, school districts, neighbors, and law enforcement. The National Center for Safe Routes to School has in-depth programming information. Integrating educational messages into a comprehensive SRTS program can be a very effective way to kick-start a citywide program. Specific education tools include:

- Pedestrian skills training for 1st and 3rd graders
- Bicycle skills training for 3rd and 5th graders
- Messaging to parents about safe driving, walking and bicycling habits
- Creating drop-off and pick-up procedures
- Incorporating information about walking and bicycling into classroom subjects such as math or science (e.g., calculate average walking speeds or distances)
- Assemblies or classroom sessions about walking and biking safety

### **Teen Transportation Safety Education**

Teens benefit from different educational messages than adults or children. Many teens also already take drivers' education, health education, or other courses where walking, biking and transit curricula could be easily integrated. The City should work with local teen-organizations or schools to facilitate a participatory process whereby teens create educational messages. Youth Participatory Action Research (YPAR) is an effective way to assist youth to create visuals, videos, or campaigns for pedestrian safety among their peers. The California Department of Public Health has guides on YPAR and youth-led projects.

### **Safe Routes Ambassadors / Safety Education Team**

A team of Safe Routes Ambassadors or Safety Educators can help implement direct Safe Routes to School programming, teen safety education, and outreach to the community, parents, and school officials. They can act as the public face of pedestrian and bicycle

safety efforts for the city. A successful example of this program is from Chicago, Illinois, where Safe Routes Ambassadors and Bicycle Ambassadors promote, educate, and inform students and the general public about pedestrian and bicycle safety issues.

### **Pedestrian and Bicycle Scale Signage and Wayfinding**

Pedestrian and bicycle scale signage can help people who are walking or biking understand where they are, what is within walking or cycling distance, and what the best path is to get there. For example, simple street signs are often installed so that drivers can see them from far away, at a driving speed. This placement is too high for pedestrians and bicyclists traveling at much lower speeds, and could be duplicated at a more human scale to help pedestrians and bicyclists navigate throughout the City of Huntington Park. More expansive wayfinding efforts could include maps with key destinations and a 5-10 minute walking or cycling distance highlighted. These wayfinding efforts should be effectively branded and tied into any existing signage efforts in the Downtown Huntington Park.

### **Citywide Walking and Cycling Maps**

Attractive maps with walking and bicycling routes, both in print and on city websites, can serve as an educational tool. These maps should highlight convenient routes for walking and biking in Huntington Park and include tips on safe walking and bicycling practices. Maps should be distributed at public facilities throughout the City and at businesses that express interest in participating.

### **Web Presence**

Via a website dedicated to pedestrian and bicycle projects in Huntington Park, city staff can provide overviews and updates on implementation of major projects and their related goals, design features, schedule of approval, design and construction, impacts to neighborhood, etc. The website should be hosted within the City's

web domain. One example is the City of Los Angeles Pedestrian Safety Program (<http://ladot.lacity.org/WhatWeDo/Safety/PedestrianSafety/index.htm>). In addition to maintaining a website, city staff can increase presence on Twitter, Facebook, Instagram, Flickr, and other social media platforms as a way of communicating news, educating residents, and soliciting feedback and public input about future projects.

### **Billboards/Electronic Message Boards**

Billboards and electronic message boards promote safety in the community, inform the public about pedestrian and bicycle safety programs, and provide feedback on the program's effects. Messages can focus on safety and / or explain new design treatments in the public right-of-way. They can be changed regularly and the boards can be moved to maximize their impact. Signs can also be displayed on bus shelters.

### **Public Service Announcements**

Radio and television public service announcements (PSAs) can provide accurate and current information to the public. PSAs are valuable as they are versatile and can reach a large audience about walking and bicycling safety issues, education, and announcements. One challenge is that PSAs can be costly and may not reach the intended audience. A lower-cost alternative is to air PSAs only on public access channels; however, this low-cost approach may not be as effective as using a public relations firm and purchasing advertising time targeted to a specific audience.

### **Videos**

Videos can be shown before Council Meetings, uploaded to YouTube, and embedded on the City's website to promote pedestrian and bicycle safety projects and explain new design concepts for Huntington Park's streets.

### **Flyers, Postcards, Brochures and Pamphlets**

These print materials can be distributed to residents and businesses along the major streets affected by new pedestrian and bicycle infrastructure projects, and made available at public buildings, public meetings, and other major activity centers. They can also be printed as an on-going effort to disseminate pedestrian and bicycle safety messaging, including topics such as safe street crossing at various types of intersections, pedestrians' rights and responsibilities when crossing the street, and motorists' rights and responsibilities related to pedestrians and cyclists. These materials should be provided in multiple languages, and can target specific populations such as children or older adults. Examples are available through the Federal Highway Administration ([http://safety.fhwa.dot.gov/ped\\_bike/ped\\_bike\\_order](http://safety.fhwa.dot.gov/ped_bike/ped_bike_order)), AAA (<http://www.aaafoundation.org/products>), and the National Highway Traffic Safety Administration (<http://www.nhtsa.gov/Pedestrians>).

### **Partnership with Local Bicycle Shops**

Local bicycle shops are often happy to partner with cities for events like bicycling training and bicycle repair classes. These are excellent tools to increase community knowledge of bicycle maintenance issues and street riding skills. Youth training classes can include a "build-a-bike" program, in which youth learn how to rebuild a used bicycle that they may keep at the end of the program. Such classes are most helpful for beginner to intermediate bicyclists who would like to improve their understanding of bicycle maintenance and street riding skills. Bicycle shops are also a natural outlet for distributing walking and cycling pamphlets, maps, and other informational materials to the community. These stores are ideal locations to post notices about bicycle/pedestrian meetings, safety workshops, and events. Bicycle shops also offer knowledgeable personnel and/or sponsorship for future cycling events and workshops.

### **Pedestrian and Alcohol Awareness Campaign**

According to the Centers for Disease Control and Prevention, alcohol involvement for the driver or the pedestrian was reported in 48% of the traffic crashes that resulted in pedestrian death. This safety risk can be addressed through a targeted campaign to increase awareness of the problem, both for pedestrians and drivers. This campaign can be implemented in partnership with businesses, restaurants, bars, and local colleges to obtain a wide reach while retaining a targeted approach.

### **Safety Device Giveaway**

At special events, the City of Huntington Park can provide community members with pedestrian equipment such as walking/jogging lights and reflectors, bicycle lights, pedometers, or water bottles. These giveaways help draw attention to safe walking and bicycling throughout the city.

### **Targeted Education Events in High-Need Areas**

In general, education events and programs should be targeted in high-need areas first, if resources are limited and a city-wide program is not possible. The challenge is determining what constitutes “high need.” Several metrics are available to set a threshold for need, including but not limited to income, health disparity, pollution exposure, injury risk, and age-related vulnerability (older adults or children). This education strategy works well in conjunction with several of the evaluation strategies discussed below, which involve data collection, analysis, and performance evaluation.

## **ENCOURAGEMENT PROGRAMS**

Encouragement programs are similar to education programs, but focus more on addressing individual barriers to walking and bicycling and encouraging people to try walking and bicycling as a modes of transportation or recreation.

### **Pedestrian and Bicycle Advisory Committee**

Establish a standing Huntington Park Pedestrian and Bicycle Advisory Committee (PBAC) that meets regularly with City staff to discuss walking and pedestrian safety issues. The role of the PBAC includes identifying key problems, crafting public outreach campaigns, promoting pedestrian programs, and serving as an interface between the City and community members/advocacy organizations. PBAC members may include:

- Huntington Park Schools’ students, parents, and staff
- City Public Works Department staff
- City Community Development Department staff
- City Parks and Recreation Department staff
- Law enforcement and fire department officers
- Neighborhood business owners
- Hospital and public health staff

### **Open Streets Events**

Explore opportunities to host an open streets event, such as CicLAvia in Los Angeles. These events are good opportunities not only to encourage walking and biking, but to distribute educational materials, and to engage with the public about future pedestrian facilities.

### **Bike-Friendly Business Districts**

Establish a Bike-Friendly Business District (BFBD) in Downtown Huntington Park. Long Beach began the first BFBD program in 2010. The program encourages merchants and their customers to replace cars with bicycles. The City works with local business owners in certain retail districts, such as Downtown Huntington Park, to offer incentives

including discounts for bicyclists, free bike valet, free bike tune-ups, bicycle parking, and special stickers. This creates an incentive to travel by bicycle and benefits merchants, who often see an increase in customers.

### Design Policies and Development Standards

Design policies and development standards can improve the walking and bicycling experience, encourage walking and biking, enhance economic vitality, and offer funding opportunities for pedestrian and bicycling improvements. The city can develop guidelines for façade design, urban art, open space, sidewalks, and gateways. City staff can also encourage pedestrian- and bicycling-oriented development through internal review of projects on a case-by-case basis. The City of Huntington Park General Plan includes some recommendations that new development site design be oriented to pedestrian access.

Specific types of design policies and development standards that have an effect on the pedestrian and bicycling environment include:

- Adoption of Street Tree Requirements: Street trees enhance the pedestrian environment by providing shade and a buffer from vehicles. Street trees may also enhance property values, especially in residential neighborhoods. However, street trees, when improperly selected, planted, or maintained, may cause damage to adjacent public utilities and sidewalks.
- Adoption of Open Space Requirements: Residents typically rate open space as among a jurisdiction's key assets and needs. Open space may encourage walking, especially for recreational trips. Landscaping requirements and lot coverage limits result in open space provisions for residential and non-residential land uses.
- Adoption of Newspaper Rack Ordinance: Newspaper racks may obstruct walkways and reduce accessibility and pedestrian visibility when ordinances are not in place. A Newspaper Rack Ordinance improves the pedestrian realm by reducing clutter and

organizing sidewalk zones. A Newspaper Rack Ordinance details size, location, and maintenance requirements.

- Adoption of Street Furniture Requirements: Street furniture encourages walking by accommodating pedestrians with benches to rest along the route or wait for transit; trash receptacles to maintain a clean environment; street trees for shade, etc. Uniform street furniture requirements also enhance the design of the pedestrian realm and may improve economic vitality.
- Adoption of Public Art Program: Public art enhances public space that is experienced by pedestrians. This could include public art in active pedestrian areas, like the Central Business District, or in places that otherwise feel uninviting to pedestrians, such as freeway underpasses.
- Adoption of a Temporary Use Program for Vacant Space in Business District: Temporary uses for vacant space in the business district can avoid the uninviting, unsafe, or unpleasant effects of business closures on a block-face, causing voids in activity level and eyes on the streets. Utilizing the space more creatively between tenants or uses can help bridge these gaps, and can provide ideal opportunities for temporary art installations or pop-up shops.
- Adoption of Construction Access Standards: Construction access standards ensure pedestrians have an alternate path during construction projects that obstruct the sidewalk or shoulder. The most pedestrian-friendly option is to construct a temporary walkway protected from traffic with temporary ADA-compliant ramps where necessary. Establishing and enforcing these standards can allow a city to maintain a pedestrian-oriented environment even in periods of heavy development.

### General Plan Updates

Planning principles contained in a city's General Plan can provide an important policy context for developing pedestrian-oriented, walkable areas. Transit-oriented development, higher densities, and mixed uses are important planning tools for pedestrian-oriented areas. The city

can enhance pedestrian-friendly goals, policies, and actions defined in the City's General Plan, possibly through the development of a Pedestrian Master Plan and establishing transit and auto vehicle policies that support a balanced multi-modal transportation network.

Additionally, the Circulation Element of the Plan assigns roadway typologies, which could include a layered network approach with prioritized corridors for transit, pedestrian, bicycle, and auto travel. Future updates to the General Plan could include pedestrian nodes, pedestrian-oriented guidelines, and sidewalk networks as part of the Circulation Element.

### **Pedestrian Master Plan Development and Updates**

Like a Bicycle Master Plan, this type of plan augments the Circulation Element in the General Plan, and typically includes a large menu of policy, program, and practice suggestions, as well as site-specific (and prototypical) engineering treatment suggestions. A Pedestrian Master Plan documents a jurisdiction's vision for improving walkability and pedestrian safety; establishes policies, programs, and practices; and outlines the prioritization and budgeting process for project implementation.

### **Preparation of a Cultural or Historical Preservation Plan**

A cultural or historical preservation plan can help identify some of the most valuable assets in a community, and can work to promote pedestrian access to these sites. Establishing goals and setting policies and programs to retain cultural and historical assets with attention to pedestrian access can increase economic vitality, tourism, and community engagement.

### **Bike to Work Day / Month**

The City should continue to promote and participate in Bike to Work Day/ Month, a regional event sponsored by Metro during the month

of May. This is a good opportunity to give away safety equipment, raise the visibility of cycling in the City, and partner with local community groups and businesses to create a bike advocacy community.

### **Bike Valet**

Huntington Park should work with the LA County Bicycle Coalition to sponsor bike valet at community events with high visibility in the City. This encourages people to ride a bicycle to an event they might have otherwise driven to, without concern about finding secure parking for their bicycle.

### **Walk to Work Day**

Host and promote Walk to Work Day, an event often hosted by various cities around the country annually in April. This is a good opportunity to give away safety equipment, raise the visibility of walking and pedestrian safety in the City, and partner with local community groups and businesses to create a pedestrian advocacy community.

### **Pop-up Neighborhood Event**

During the design development phase of pedestrian and bicycle infrastructure, Huntington Park can host a "pop-up" event with temporary in-street installations at the site of approved facilities. These events allow community members to try out, touch, and see the potential improvements in their future location. The event helps residents understand the benefits of sometimes unusual or non-traditional neighborhood greenway treatments, such as traffic diverters, parklets, pavement markings and signage.

### **Rideshare Week**

The City should promote and participate in Rideshare Week, a regional event sponsored by Metro in the month of October. It is also a good opportunity to distribute pedestrian education materials and work with local businesses to sponsor future pedestrian events.

### **Repair, Air, and Bike Maintenance Sites**

These sites can be located at high volume end-of-trip locations, built into a bicycle corral, or sponsored by bike shops or other local businesses. They allow individuals to refill tires, tighten components, and make adjustments on the go.

### **Bike-Buddy Program**

Establish a “bike-buddy” program in conjunction with the LA County Bicycle Coalition and employers. This program would pair experienced cyclists with new cyclists to bicycle to work together. The City could hold skills training workshops prior to the program’s kick-off to teach bicycling safety skills to all participants.

### **Walking School Buses and Bicycle Trains**

Establish Walking School Buses and Bicycle Trains to and from schools in Huntington Park. Walking School Buses and Bicycle Trains are organized walking and biking groups where adults “pick up” kids along a specific routes to school at specific locations. This way, children are supervised during their travel to school. These programs can be organized on a weekly or daily basis, or for special events like Walk and Bike to School Day.

### **Walking Mascot**

A walking mascot helps generate excitement around walking to school, and can be used in conjunction with a Walk to School Day celebration, walking school buses, or Safe Routes to School programs. In Bellevue, WA, a walking mascot campaign at their elementary school was used in conjunction with roadway improvements. The mascot, called PedBee, is also featured on school safety signs and makes personal appearances at school safety days. Safety days include local staff from the City’s Transportation and Police Departments. Children are taught walking and traffic safety basics, such as crossing

the street safely. Children are also given traffic safety workbooks that provide guidance with hands-on activities such as coloring and safety procedure quizzes.

### **Corner Captains / Safe Passages Program**

The Corner Captain program is effective in neighborhoods where lack of adult supervision is a barrier for children to walk to school. Neighbors or parents agree to stand at a corner of a route to school during the start or end of the school day to supervise kids as they walk to or from school. With clear sight lines, students will be seen the entire length of the block. Corner captains should wear reflective vests for safety and to demonstrate their official participation in the program. In Chicago, a similar program was implemented in partnership between Chicago Public Schools and the Chicago Police Department called Safe Passages, using paid community-hired staff to ensure students had adult supervision and a rapid connection to police, if necessary, on their walking commute to and from school.

### **Individualized Marketing**

Individualized marketing programs encourage walking, carpooling, bicycling and transit use through information packets with personalized route selections and suggested organized activities that get people out in their neighborhoods or places of employment to shop, work, and discover how many trips they can easily, conveniently, and safely make without using a car. A successful example of an individualized marketing program is SmartTrips, developed in Portland, Oregon, which provides print and online materials to help individuals make the switch to other modes of transportation for some trips.

### **Transportation Demand Management Programs**

Transportation Demand Management (TDM) programs encourage multi-modal travel by incentivizing non-auto options. As new development occurs, TDM programs can be expanded, formalized,

and strengthened. As part of a comprehensive TDM program, the City of Huntington Park can hire or identify a part-time TDM Coordinator, create a TDM program and accompanying website with separate pages for employees, residents, and visitors, and develop a TDM policy which does the following:

- Incentives non-auto travel options (e.g., commuter checks, parking cash-out programs, transit passes, etc.)
- Creates support for major employers to implement a TDM program (e.g., emergency ride home programs)
- Involves the local transit provider(s) in major decisions

### **National Night Out**

The city can distribute pedestrian and bicycle safety education materials and/or equipment at neighborhood block parties or local police department events during National Night Out, typically held annually in August.

### **Neighborhood Pace Car**

Residents can set the pace on streets in their neighborhood by driving no faster than the posted speed limit. On streets with only one lane in each direction, this will effectively force other motorists to drive slower. Many communities distribute stickers that say "Neighborhood Pace Car - Drive the Speed Limit," which residents can place on their rear windshield. Speeding can increase the risk of collisions, as well as the severity of collisions that involve pedestrians and bicyclists.

### **Develop Communications Strategy for Emergency Responders**

Emergency responders can be vital partners in a city's effort to improve pedestrian and bicyclist safety. In particular, they can become compelling advocates for changes to infrastructure that improves safety, but appears to interfere with emergency response time or maneuverability. Establishing early partnerships with emergency

responders can avoid these perceived conflicts, and can offer insight and differing perspective into public safety.

## ENFORCEMENT EFFORTS

Enforcement tools involve efforts by the police department, and have been demonstrated to be very effective in improving safety for road users. However, some programs can require a significant investment of staff time from local police departments or city agencies.

### **Pedestrian Training for Officers / Pedestrian Liaison Officer**

Law enforcement officers should receive training specifically focused on pedestrian and bicycle safety and enforcement principles. As a cost-saving measure, the City of Huntington Park may collaborate with surrounding jurisdictions and share resources as practical. Additionally, the Huntington Park Police Department should consider appointing a pedestrian and bicycle liaison officer who is a single point of contact for all matters concerning pedestrian and bicycle safety.

### **Traffic Safety Grants**

Several grant sources exist specifically for traffic safety related efforts. Huntington Park Police Department or the City of Huntington Park can pursue California Office of Traffic Safety grants for outreach campaigns to support the normal time budgeted for police officer duties. More information is available on the OTS website (<http://www.ots.ca.gov/Grants/>).

### **Increased Fines**

An increase in traffic fines for infractions that have particular safety implications for pedestrians bicyclists, such as red-light running, speeding, passing too closely, and running stop signs, has been shown to discourage driver violations and improve safety. Variations on this include double fines in school zones and construction zones.

### **Police Bicycle Patrol**

A police patrol conducted by bicycle helps to bring awareness and attention to the safety issues related to walking and bicycling within Huntington Park. It also can improve the relationship between police

officers and community members, pedestrians and bicyclists. Areas with high pedestrian and bicycle activity should be considered first for police bicycle patrols, such as Downtown Huntington Park.

### **Speed Enforcement in School Zones**

Strict enforcement of speed laws in school zones can improve the safety for children walking and biking to school. A 'zero tolerance' policy for speeders in school zones, and an increase in fines for drivers who violate the posted school zone speed limit, are both potential approaches.

### **Speed Trailers and Active Speed Monitors**

Speed trailers and active speed monitors display the speed of oncoming vehicles. Speed trailers are portable, whereas speed monitors are installed at permanent locations. Both devices help officers track motorist speed, display current speed to motorists, and create awareness of the posted speed limit. Devices should be placed at known locations with reported speeding, and should be used in conjunction with random ticketing operations.

### **Neighborhood Speed Watch/Radar Lending Program**

If speeding is a problem, law enforcement officers can lend speed radar guns to students or residents to check speeds of passing vehicles. The student or resident records the license plate number of any speeding vehicles, and law enforcement will send a speeding notice warning to the motorist. A group of organized neighbors can also commit to periodically monitoring streets for speeding vehicles.

### **Bicycle Traffic School / Citation Diversion Program**

With this program, bicyclists or motorists who are ticketed for unsafe bicycling or unsafe driving around bicyclists, respectively, attend a class about safe and lawful behavior while riding a bicycle or sharing the road as a motorist with bicyclists. The class is offered in lieu of

paying a fine or appearing in court. Bicycle traffic school is often accompanied by a media campaign informing road users of the program. Citations can be focused on common or uniquely hazardous behaviors such as unsafe passing of bicyclists by motorists or wrong way riding by bicyclists.

### **Wrong Way Riding Signs**

Signs can inform bicyclists they are riding in the wrong direction for each side of the street. The California MUTCD provides guidance on wrong way signs that can be mounted on the back side of existing sign posts on streets with bike lanes to maximize their visibility to bicyclists traveling in the wrong direction. Local law enforcement should also provide enforcement by educating and/or citing cyclists who are riding in the opposite direction of traffic, as this is a common cause of collisions.

### **Tattletale Lights**

To help law enforcement officers catch red-light runners safely and more effectively, a “rat box” is wired into the backside of a traffic signal controller and allows enforcement officers stationed downstream to identify, pursue, and cite red-light runners. Warning signs may be set up along with the box to warn drivers about the fine for red-light violations. Rat boxes are a low-cost initiative (approximately \$100 to install the box), but do require police officers for enforcement.

### **Traffic Complaint Hotline**

Huntington Park residents can report non-emergency traffic violations to law enforcement through an established traffic complaint hotline. Officers can target problem areas more effectively with records of traffic complaints. This also allows the community to engage efficiently with officers.

### **Targeted Enforcement Efforts**

Targeted enforcement efforts draw attention to specific issues, such as crosswalk violations, speeding, or driving under the influence, which can endanger pedestrians and bicyclists. These efforts often include both citations and educational materials that focus on safe and lawful behavior for all road users. Enforcement can be targeted at areas such as schools, public facilities, and locations with demonstrated collision history.

### **Sidewalk Riding Prohibition**

Sidewalk bicycle riding can be dangerous for pedestrians and bicyclists alike, particularly in areas of high activity such as Downtown Huntington Park. In areas where on-street bicycle lanes are available, consider prohibiting sidewalk bicycle riding, particularly in high pedestrian areas. Include educational signage on the sidewalk to inform bicycle riders and pedestrians that riding in the bike lane is safer for everyone.

## EVALUATION

Evaluation efforts can demonstrate the value of investing in pedestrian and bicycle infrastructure and programming. These efforts can also help guide data collection, even if not to immediately work towards evaluation of particular projects or initiatives.

### Data Collection and Monitoring

Partner with local schools and colleges to conduct annual pedestrian and bicycle counts and an annual monitoring program that reviews and compares these counts. Additionally, the City of Huntington Park can require that all traffic study counts include bicycles and pedestrians to estimate activity levels and changes over time.

### Collision Data and Monitoring

The Statewide Integrated Traffic Records System and the Transportation Injury Mapping System are two state-wide resources that make it relatively easy to monitor collision data. However, the data can lag up to two years behind, which makes it challenging to evaluate improvements in a time-efficient manner along collision-related parameters. The City of Huntington Park can work with the Huntington Park Police Department, emergency responders, and health professionals to develop a more timely collision reporting and analysis practice.

### Pedestrian-Oriented Speed Limits and Speed Surveys

Pedestrian fatality rates increase exponentially with vehicle speed. Thus, reducing vehicle speeds in pedestrian zones may be one of the most important strategies for enhancing pedestrian safety. A recent policy directive from the California Department of Transportation, pursuant to the California Vehicle Codes (CVC) and resulting in changes to the California Manual on Uniform Traffic Control Devices (MUTCD), provides state and local municipalities with the authority to reduce the posted speed limit if an engineering and traffic study demonstrates that a different (lower) speed limit may be a better fit

based on local conditions. The allowable reduction is five miles per hour from what the posted speed limit needs to be based on the 85th percentile speed of free-flowing traffic. The city could explore the use of reduced speed limits in school zones or heavy pedestrian areas, and could consider pedestrian volumes when setting speed limits.

### Pedestrian-Oriented Traffic Signal and Stop Sign Warrants

Providing all-way stop or signal control at an intersection may improve pedestrian safety by reducing speeds and controlling pedestrian-vehicle conflicts. The MUTCD defines warrants for installing signals and stop signs. The City may choose to define relaxed pedestrian criteria to encourage pedestrian safety. Best practices for stop-sign warrant application include:

- Requiring a collision history of three instead of five years based on routine underreporting
- Reducing traffic volume thresholds based on latent demand
- Providing consideration for school children, pedestrians and traffic speeds

### Pedestrian- and Bicycle-Friendly Traffic Signals

Pedestrian-friendly traffic signals can include Leading Pedestrian Intervals (LPIs), lagging left turn phases, and pedestrian scrambles. Bicycle-friendly traffic signals can include bicycle signal heads, bicycle detectors at intersections, and longer minimum-green times than for motor vehicles. These treatments for both pedestrians and bicyclists can be installed where traffic signals or hybrid beacons are already present.

### Performance Measurement and Metrics

Develop metrics to measure the impact of walking and biking on public health, resident and merchant perceptions, environmental impact, amount of walking and biking activity, and safety (note: it may not be possible to measure the exact impact attributable to

walking and biking on these variables). Some examples are provided below:

- Public Health – Partner with local schools to measure distance walked and biked, or calories burned during Walk and Bike to School Day/Month/Week.
- Resident and Merchant Perceptions – Survey questions such as “how frequently do you walk or bike around town?” “What prevents you from walking or biking?” and “What mode of travel do you use for short trips?” aim to understand attitudes and common concerns about walking and biking. These surveys, which should be available in English and Spanish, can be conducted citywide or as part of a SRTS program for parents.
- Environmental Impact – Measure reductions in vehicle miles traveled or vehicle emissions through surveys.
- Amount of Walking or Biking – Partner with local schools to conduct counts, and/or require pedestrian and bicycle counts with traffic studies so that changes in levels of walking and biking can be measured over time.
- Safety – Review the number of pedestrian- and bicycle-involved collisions on a regular basis and develop collision rates as data on the number of pedestrians and bicyclists is collected over time.

### **Inventory of Bike Facilities, Sidewalks, Informal Pathways, and Key Opportunity Areas**

A GIS-based inventory of bicycle facilities, sidewalks, informal paths, and key opportunity areas enables the City to be opportunistic in developing new pedestrian and bicycle projects in coordination with other development that may be occurring throughout Huntington Park. An inventory allows for easy project identification, prioritization, and coordination with new development, roadway resurfacing, and other city infrastructure projects.

### **Inventory of Pedestrian Traffic Control Devices**

The 2009 federal Manual of Uniform Traffic Control Devices (MUTCD) requires the installation of countdown pedestrian signals for all new signals. Replacing traffic signal bulbs with LED bulbs is also suggested to increase visibility and improve efficiency. In order to assist this process, and to prioritize future retrofits and infrastructure projects, the City of Huntington Park should maintain an inventory of pedestrian signs, markings, and traffic control devices.

### **Coordination with Health Agencies**

Involving non-traditional partners such as Emergency Medical Service (EMS) personnel, public health agencies, pediatricians, etc., in the planning or design of pedestrian and bicycle facilities may create opportunities to be more proactive with pedestrian and bicycle safety, identify safety challenges and education venues, and secure funding. Additionally, under-reporting of pedestrian/bicycle collisions with vehicles could be a problem that may be partially mitigated by involving the medical community in pedestrian and bicycle safety planning.<sup>1</sup> The City of Huntington Park could seek opportunities for technical collaboration and funding with first responders, public health and health care professionals.

### **Health Impact Assessments**

Health Impact Assessments (HIA) are a tool borrowed from the field of Public Health to assess how health a community is, related to community design and public space. An HIA can help a city identify public health-related areas of improvement, utilize new data sources and analytic methods, and develop action items to improve the health of the community overall and mitigate disproportionate distribution of negative health effects across a population. This evaluation effort can be undertaken in conjunction with health professionals, as described above.

## Bicycling and Walking Audits

Conduct bicycling and walking audits as part of outreach strategies for new development projects or as a comprehensive SRTS program. A bicycling and walking audit leads stakeholders on a set course to discuss pedestrian and bicycle safety concerns and strategies to improve safety.

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### END NOTES

1. Sciortino, S., Vassar, M., Radetsky, M. and M. Knudson, "San Francisco Pedestrian Injury Surveillance: Mapping,

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## PROJECT IMPLEMENTATION MATRIX

To assist and guide Huntington Park’s efforts to implement the Complete Streets Plan, Table 13 lists all corridors and corresponding treatments, including potential timeframes for implementation, planning-level cost estimates, and potential funding sources based on the scope and type of the project. Most grant funding sources are competitive and may require additional support and resources to assemble competitive grant applications. Much of the information, particularly in this chapter and prior sections, relating to demographics, safety, improvement benefits, and the involvement of residents and stakeholders will be useful for assembling grant applications. It is recommended that the City review the potential options on each corridor and pursue grant funding in the suggested timeframe. Strategies that Huntington Park may pursue during the funding and implementation process include:

- Combining bicycle, pedestrian, transit, and placemaking strategies on a single corridor within Huntington Park
- Combining multiple corridors and strategies to package projects that address mobility challenges associated with a particular land use or geography such as schools, downtown, or transit hubs within Huntington Park
- Coordinating with adjacent jurisdictions to seek funding for projects with regional significance that span multiple jurisdictions, provide access to regional transit, or overcome regional barriers such as waterways and freeways throughout the area

The Implementation Guide includes a project list, a summary of funding options, and milestones for implementation of the Complete Streets Plan.

### **Funding Sources**

This section will describe the funding sources available to implement the projects recommended in the Complete Streets Plan.

### **Implementation Milestones**

This section will present implementation milestones for the Complete Streets Plan, separated into short term (0-6 months), mid-term (6 months – 2 years) and long-term (2+ years).

**TABLE 13: PROJECT IMPLEMENTATION MATRIX**

Corridor	Treatment	Unit Type	Units	Cost			Funding Sources	Timing
				Low	Medium	High		
<b>ARTERIALS</b>							Metro Call for Projects	2017
<b>Pacific Boulevard</b>								
Option 1	Class III Bicycle Route (Sharrows)	Per Mile	1.5	\$33,800	\$45,000	\$56,300	Not eligible for grant funding	
Option 2	Class II Bicycle Lane	Per Mile	1.5	\$67,500	\$90,000	\$112,500		
Option 3 (3a, 3b or 3c)	Class IV Cycletrack	Per Mile	1.5	\$1,687,500	\$2,250,000	\$2,812,500		
Additional Options	Parklet	Per Unit	3	\$105,000	\$148,500	\$192,000		
	Pedestrian Scramble Phase	Per Intersection	2	\$10,000	\$10,000	\$10,000		
<b>Florence Avenue</b>								
Enhanced Transit Facilities	Pedestrian Scramble Phase	Per Intersection	0	-	-	-		
	Pedestrian Scale Lighting	Per Block	25	\$1,000,000	\$1,500,000	\$1,700,000		
	Wayfinding Signage	Per Unit	5	\$3,800	\$4,500	\$5,000		
	Street Trees	Per Unit	50	\$16,100	\$21,500	\$26,900		
	Public Art	Per Unit	1	\$3,000	\$5,000	\$10,000		
	Bench	Per Unit	5	\$3,800	\$5,000	\$6,300		
	Trash Receptacle	Per Unit	5	\$1,500	\$2,000	\$2,500		
	Street Trees	Per Unit	10	\$3,200	\$4,300	\$5,400		
	Transit Shelter	Per Unit	5	\$112,500	\$150,000	\$187,500		
<b>Slauson Avenue</b>								
TBD with future study of Rail to River Active Transportation Plan								
<b>Santa Fe Avenue</b>								
Enhanced Transit Facilities	Pedestrian Scale Lighting	Per Block	10	\$400,000	\$600,000	\$680,000		
	Public Art	Per Unit	1	\$3,000	\$5,000	\$10,000		
	Bench	Per Unit	4	\$3,000	\$4,000	\$5,000		
	Trash Receptacle	Per Unit	4	\$1,200	\$1,600	\$2,000		
	Street Trees	Per Unit	8	\$2,600	\$3,400	\$4,300		
	Transit Shelter	Per Unit	4	\$90,000	\$120,000	\$150,000		

TABLE 13: PROJECT IMPLEMENTATION MATRIX (CONTINUED)

Corridor	Treatment	Unit Type	Units	Cost			Funding Sources	Timing
				Low	Medium	High		
<b>MAJOR NEIGHBORHOOD STREETS</b>							Caltrans ATP Metro Call for Projects	2016 - 2017
<b>Gage Avenue</b>								
Option 1	Class IV Cycletrack	Per Mile	2	\$2,250,000	\$3,000,000	\$3,750,000	Not eligible for grant funding	
Option 2	Class II Bicycle Lane	Per Mile	2	\$90,000	\$120,000	\$150,000		
Option 3	Class III Bicycle Route (Sharrows)	Per Mile	2	\$45,000	\$60,000	\$75,000		
	Bicycle Route Signage	Per Unit	112	\$16,800	\$30,200	\$50,400		
<b>Miles Avenue</b>								
Option 1	Class IV Cycletrack	Per Mile	1.25	\$1,406,300	\$1,875,000	\$2,343,800	Not eligible for grant funding	
Option 2a	Buffered Bicycle Lane	Per Mile	1.25	\$75,000	\$100,000	\$125,000		
Option 2b	Class II Bicycle Lane	Per Mile	1.25	\$56,300	\$75,000	\$93,800		
Option 3	Class III Bicycle Route (Sharrows)	Per Mile	1.25	\$28,100	\$37,500	\$46,900	Not eligible for grant funding	
	Bicycle Route Signage	Per Unit	48	\$7,200	\$13,000	\$21,600		
<b>State Street</b>								
Option 1	Class II Bicycle Lane	Per Mile	2	\$90,000	\$120,000	\$150,000	Not eligible for grant funding	
Option 2	Class III Bicycle Route (Sharrows)	Per Mile	2	\$45,000	\$60,000	\$75,000		
	Bicycle Route Signage	Per Unit	96	\$14,400	\$25,900	\$43,200		
<b>LOCAL STREETS</b>							Caltrans ATP Metro Call for Projects	2017 - 2019
<b>Rita Avenue and Rugby Avenue</b>								
Option 1a	Buffered Bicycle Lane	Per Mile	1.5	\$90,000	\$120,000	\$150,000	Not eligible for grant funding	
	Bollards	Per Unit	225	\$126,600	\$168,800	\$210,900		
Option 1b	Class II Bicycle Lane	Per Mile	1.5	\$67,500	\$90,000	\$112,500		
Option 2	Class III Bicycle Route (Sharrows)	Per Mile	1.5	\$33,800	\$45,000	\$56,300	Not eligible for grant funding	
	Bicycle Route Signage	Per Unit	40	\$6,000	\$10,800	\$18,000		

TABLE 13: PROJECT IMPLEMENTATION MATRIX (CONTINUED)

Corridor	Treatment	Unit Type	Units	Cost			Funding Sources	Timing
				Low	Medium	High		
<b>LOCAL STREETS</b>							Caltrans ATP Metro Call for Projects	2017 - 2019
Zoe Avenue								
Option 1 (Bicycle Boulevard)	Class III Bicycle Route (Sharrows)	Per Mile	1.5	\$33,800	\$45,000	\$56,300	Not eligible for grant funding	
	Bicycle Route Signage	Per Unit	96	\$14,400	\$25,900	\$43,200		
	Curb Extension	Per Unit	96	\$720,000	\$902,400	\$1,084,800		
	Chicanes	Per Unit	6	\$44,800	\$59,800	\$74,700		
	Bicycle Signal	Per Intersection	2	\$100,000	\$150,000	\$200,000		
	Diverters	Per Unit	6	\$21,600	\$30,000	\$36,000		
Clarendon Avenue, Saturn Avenue, Middleton Street, Arbutus Avenue								
Option 1 (Bicycle Boulevard)	Class III Bicycle Route (Sharrows)	Per Mile	4.6	\$103,500	\$138,000	\$172,500	Not eligible for grant funding	
	Bicycle Route Signage	Per Unit	232	\$34,800	\$62,600	\$104,400		
	Curb Extension	Per Unit	232	\$1,740,000	\$2,180,800	\$2,621,600		
	Chicanes	Per Unit	15	\$112,100	\$149,400	\$186,800		
	Bicycle Signal	Per Intersection	4	\$200,000	\$300,000	\$400,000		
	Diverters	Per Unit	15	\$54,000	\$75,000	\$90,000		
<b>MULTI-USE PATH OPPORTUNITIES</b>							Metro Call for Projects	2017
Randolph Street								
Option 1	Class I Path + Intersection Improvements	Per Mile	2.85	\$3,918,800	\$5,700,000	\$7,481,300		
Option 2a and 2b	Class IV Cycletrack	Per Mile	2.85	\$3,206,300	\$4,275,000	\$5,343,800		
Option 2c	Class IV Cycletrack	Per Mile	2.85	\$3,206,300	\$4,275,000	\$5,343,800		
	Parking Relocation	Per Space	680	\$1,020,000	\$1,360,000	\$1,700,000		
Salt Lake Avenue								
	Class I Bike/Ped Path	Per Mile	1.2	\$1,350,000	\$1,800,000	\$2,250,000		

TABLE 13: PROJECT IMPLEMENTATION MATRIX (CONTINUED)

Corridor	Treatment	Unit Type	Units	Cost			Funding Sources	Timing
				Low	Medium	High		
<b>PLACEMAKING OPPORTUNITIES</b>							Local or other funding sources: Public-Private Partnerships, Development Agreements, Southwest Airlines, Heart of the Community Grant	TBD
<b>State Street and Mission Place</b>								
	Curb Extension	Per Unit	2.5	\$18,800	\$23,500	\$28,300		
	Street Trees	Per Unit	3	\$1,000	\$1,300	\$1,600		
	Street Furniture	Per Unit	2	\$1,500	\$2,000	\$2,500		
	Landscaping	Per Square Foot	1400	\$8,400	\$11,200	\$14,000		
	High Visibility Crosswalk	Per Unit	1	\$600	\$800	\$1,000		
	Stop Line	Per Unit	1	\$100	\$100	\$100		
<b>Saturn Avenue and Bissell Street</b>								
	Curb Extension	Per Unit	4.5	\$33,800	\$42,300	\$50,900		
	Street Trees	Per Unit	3	\$1,000	\$1,300	\$1,600		
	Street Furniture	Per Unit	2	\$1,500	\$2,000	\$2,500		
	Landscaping	Per Square Foot	1600	\$9,600	\$12,800	\$16,000		
	High Visibility Crosswalk	Per Unit	4	\$2,400	\$3,200	\$4,000		
	Stop Line	Per Unit	4	\$400	\$400	\$400		
<b>State Street and Hood Avenue</b>								
	Curb Extension	Per Unit	2.5	\$18,800	\$23,500	\$28,300		
	Street Trees	Per Unit	2	\$600	\$900	\$1,100		
	Landscaping	Per Square Foot	400	\$2,400	\$3,200	\$4,000		
	High Visibility Crosswalk	Per Unit	1	\$600	\$800	\$1,000		
	Stop Line	Per Unit	1	\$100	\$100	\$100		
<b>CITYWIDE</b>								
<b>Curb Extension Treatments</b>								
	Curb Extension	Per Unit	1	\$7,500	\$9,400	\$11,300		
	Bulb-out	Per Unit	1	\$5,600	\$7,500	\$9,400		
	Temporary Curb Extension	Per Unit	1	\$1,900	\$2,500	\$3,100		

**TABLE 13: PROJECT IMPLEMENTATION MATRIX (CONTINUED)**

Corridor	Treatment	Unit Type	Units	Cost			Funding Sources	Timing
				Low	Medium	High		
<b>CITYWIDE</b>								
<b>Signal Treatments</b>								
	Leading Pedestrian Interval	Per Intersection	1	\$2,000	\$2,500	\$3,000		
	Pedestrian Scramble Phase	Per Intersection	1	\$5,000	\$5,000	\$5,000		
<b>Crosswalks</b>								
	Controlled Marked Crossing	Per Unit	1	\$2,900	\$3,300	\$3,900		
	Uncontrolled Marked Crossing	Per Unit	1	\$1,000	\$1,400	\$2,000		
<b>Other Treatments</b>								
	Bicycle Rack	Per Unit	1	\$800	\$1,000	\$1,300		
	Bicycle Corral	Per Unit	1	\$2,300	\$3,000	\$3,800		
	Parklet	Per Unit	1	\$35,000	\$49,500	\$64,000		
	Wayfinding Signage	Per Unit	1	\$800	\$900	\$1,000		
	Traffic Circle	Per Unit	1	\$7,100	\$13,000	\$18,200		
	Diverter	Per Unit	1	\$3,600	\$5,000	\$6,000		
	Chicanes	Per Unit	1	\$7,500	\$10,000	\$12,500		
<b>TOTAL</b>				<b>14,393,800</b>	<b>\$19,786,700</b>	<b>\$24,779,400</b>		

## LOCAL FUNDING OPTIONS

### Local City Funds

For some projects or programs, the use of general fund monies may be an appropriate funding strategy. Projects can also be implemented along the normal schedule of roadway maintenance, taking advantage of resurfacing projects to restripe roads to include bicycle facilities or enhanced pedestrian crossings.

*Project example:* City of Los Angeles Great Streets Program – Protected Bicycle Lane on Reseda Boulevard. The City of LA expedited the implementation of a protected bicycle lane to align with the existing resurfacing schedule, significantly reducing construction costs. The LADOT estimates this project cost \$235,000 to implement one mile of a protected bicycle lane – considerably lower than the cost of other comparable facilities.

### Development Fees

Some agencies have implemented development fees that can then be used to fund various types of infrastructure. For example, a fee may be adopted for each PM peak hour trip that is generated by a project. This funding is combined with funds from other projects to establish a source of funds to construct the improvements that are on an adopted project list, which can include a variety of projects that serve several travel modes.

### Public Private Partnership

Increasingly, innovative bicycle projects are being implemented with the assistance and funding from private entities. These types of projects typically do not occur in the public right-of-way, but support the investments made by a city to encourage more use of the facilities. These projects may include the provision of shared bicycles at hotels, the funding of city bike share programs, the construction of shower and changing facilities in office buildings, and the development of bicycle storage rooms at new residential development sites.

*Project example:* Santa Monica's Breeze bicycle sharing program is sponsored by Hulu at the level of \$675,000 per year for five years in exchange for logo placement on the bicycles.

## REGIONAL FUNDING OPTIONS

### Metro Call for Projects

The biannual Metro Call for Projects is the largest local source of transportation funding. The Call for Projects program is a competitive process that distributes capital transportation funds to regionally significant projects on a discretionary basis. Funding for the Call for Projects comes from a variety of local, state, and federal sources (including Congestion Mitigation and Air Quality [CMAQ] funds and Regional Surface Transportation Program [RSTP] funds). Funding levels for each mode are announced during the initial stages of each Call for Projects cycle, and are based on the available funds from the component funding sources. A total of 84 projects were recommended for funding in the 2015 cycle, totaling nearly \$193 million.

In 2015, applicants submitted proposals to receive funding in one of seven modal categories, including bicycle improvements and pedestrian improvements. In addition, the 2015 cycle had a focus on Complete Streets; projects submitted in the other five categories also were encouraged to include bicycle and pedestrian components.

Program Requirements: Program requirements shift from cycle to cycle. In 2015, the following requirements applied:

- Applications due in mid-January
- 20% local match
- Class III bicycle facilities were not eligible
- Capital expenses only were eligible
- Before and after pedestrian and bicycle counts must be collected by applicant following SCAG/Metro guidelines
- Project funds must be expended, allocated, or obligated in the year of programming, identified by Metro in the Funding Agreement or Letter of Agreement

*Project example:* City of Downey Bicycle Master Plan Phase I – Downtown/Transit: Class II Implementation. This project implements 17 miles of bike lanes on eight roadways providing enhanced access

to activity centers and multi-modal assets such as the Green Line and bike paths. Metro is providing nearly \$2.3 million with a local match of about \$570,000.

### Metro ExpressLanes Net Toll Revenue Re-Investment Grant Program

#### Metro (Other)

Other funding is disbursed on a per-capita basis by Metro that can be used for related bicycle or pedestrian projects, or may become available in the future, including:

- Proposition A, Proposition C, and Measure R Local Return programs (per capita)
- Transportation Development Act funds (per capita)
- FTA Section 5310 Program (competitive application administered by Metro, for accessible pedestrian upgrade projects at transit stops or stations)

### SCAG Sustainability Planning Grant

Formerly the Compass Blueprint Program, the Southern California Association of Governments (SCAG) Sustainability Planning Grant was established in 2005 to test innovative local planning tools. Grants are available in three categories, including Active Transportation. The 2013-2014 call for proposals cycle was the most recent application period, and funded planning efforts including corridor studies, feasibility studies, and visioning processes, among others. Future project cycles will be announced on the SCAG website (<http://sustain.scag.ca.gov/pages/default.aspx>).

## STATE FUNDING OPTIONS

### California Active Transportation Program (ATP)

The California Transportation Commission developed program guidelines and project selection criteria for the first call for projects for the statewide Active Transportation Program (ATP) in March 2014. The Active Transportation Program consolidated and replaced the former Transportation Alternatives Program, Safe Routes to School Program, and Bicycle Transportation Account. The ATP provides funding for infrastructure improvements and non-infrastructure programs. The first cycle of the ATP funded 265 projects with over \$350,000,000 in ATP funds. The second cycle of the ATP was held in Spring, 2015, and a third cycle of the ATP is anticipated in 2016.

*Program Requirements:* Program requirements shift from cycle to cycle. In 2015, the following requirements applied:

- Applications due on June 1, 2015
- Local match not required, but strongly encouraged
- Both infrastructure and non-infrastructure projects are eligible
- Projects must demonstrate potential for increased walking and bicycling and potential for reduced collisions/improved safety
- Minimum ATP amount of \$250,000 per application (non-infrastructure exempt)

*Project example:* City of Pico Rivera – Regional Bikeway Project (\$3.9 million from ATP; total project cost of \$4.9 million); Los Angeles County – Hawthorne/Lennox Green Line Station Community Linkages (\$2.4 million from ATP; total project cost of \$3.1 million) and Aviation/LAX Green Line Station Community Linkages (\$1.9 million from ATP; total project cost of \$2.5 million).

### Highway Safety Improvement Program (HSIP)

The Highway Safety Improvement Program (HSIP) is a core federal-aid program that aims to reduce traffic fatalities and serious injuries on public roads. HSIP funds can be used for projects such as bike lane

or sidewalk projects on local roadways, improvements to Class I multi-use paths, or for traffic calming measures. Applications that identify a history of incidents and demonstrate their project's improvement to safety are most competitive for funding. Caltrans administers the program in California and received over \$160 million for the 2015/2016 Federal Fiscal Year. HSIP Call-for-Projects are expected every one to two years.

*Program Requirements:* Program requirements shift from cycle to cycle. In 2015, the following requirements applied:

- Applications due on July 31, 2015
- Maximum HSIP funding ratio is 90%
- Maximum HSIP amount of \$10 million per project and per agency
- Both infrastructure and non-infrastructure projects are eligible, provided non-infrastructure elements support an infrastructure project
- Applications must demonstrate a minimum B/C ratio of 5.0 to be considered (defined based on specific guidelines for the grant program)
- Request for authorization to proceed with project engineering is required within 6 months; request for authorization to proceed with construction is required within 30 months

*Project example:* City of Compton – Install raised median and Class II bicycle lanes on Compton Boulevard. The HSIP will fund nearly \$1.7 million for a total project cost of about \$1.9 million.

### Caltrans Sustainable Transportation Planning Grant

Caltrans provides Transportation Planning Grants on an annual basis. These grants are available to jurisdictions focusing on improving mobility by innovatively addressing problems or deficiencies in the transportation system. Community outreach is a key component of successful grant applications. Funds can be used for planning or

feasibility studies. Fiscal year 2015/2016 grants were awarded to over 50 projects advancing the goals of sustainability, preservation, mobility, safety, innovation, economy, health and equity. A total of \$9.8 million is available in the 2016/2017 grant cycle in two categories: Strategic Partnerships and Sustainable Communities

*Program Requirements:* Program requirements shift from cycle to cycle. In 2015 (fiscal year 2016/2017), the following requirements apply:

- Fiscal year 2016/2017 applications are due December 31, 2015
- Cities are eligible to apply directly for Sustainable Communities category; must apply with SCAG as primary applicant for Strategic Partnerships category
- For Strategic Partnerships category:
  - 20% minimum local match
  - Grant minimum of \$100,000 and maximum of \$500,000
- For Sustainable Communities category:
  - 11.47% minimum local match
  - Grant minimum of \$50,000 and maximum of \$500,000

*Project example:* City of Vernon – Los Angeles River Bikeway Feasibility Study: Evaluate a range of alternatives and challenges, and develop recommendations for installing a regionally connected bikeway within the City of Vernon’s portion of the Los Angeles River.

### **Affordable Housing and Sustainable Communities (AHSC) Program**

The Strategic Growth Council’s Affordable Housing and Sustainable Communities (AHSC) Program funds land-use, housing, transportation, and land preservation projects to support infill and compact development that reduces greenhouse gas emissions. Over \$140 million in projects were funded in fiscal year 2014/2015, from the state Greenhouse Gas Reduction Fund (GGRF). Beginning

in fiscal year 2015/2016, 20% of GGRF funds will be apportioned to the AHSC annually. Developers, cities and public agencies are eligible to apply, and applications that include changes to the public right-of-way must include the relevant public agency as a co-applicant. Eligible transportation components can include active transportation planning, construction, transit-related infrastructure, or programs that shift trips from single occupant vehicles to other modes such as walking, biking, or transit.

*Program Requirements:* Program requirements shift from cycle to cycle. In 2015 (fiscal year 2016/2017), the following requirements apply:

- Fiscal year 2016/2017 application draft guidelines are available for public review at [https://www.sgc.ca.gov/docs/Draft\\_2015-16\\_Affordable\\_Housing\\_and\\_Sustainable\\_Communities\\_Program\\_Guidelines.pdf](https://www.sgc.ca.gov/docs/Draft_2015-16_Affordable_Housing_and_Sustainable_Communities_Program_Guidelines.pdf)
- Application review process will happen in two stages – Concept Proposal review followed by Full Application Review by invitation
- Concept applications anticipated to be due in February 2016
- Cities are eligible to apply independently or as co-applicants with developers
- Grant minimum of \$1 million and maximum of \$20 million

*Project example:* Crenshaw Villas in the City of Los Angeles – included funding for walkways, crossings and traffic calming, bike racks, storage, and repair kiosks. The AHSC will provide about \$83,000 for these transportation improvements, which represents 3.8% of the total amount requested from the AHSC for the housing development project.

## FEDERAL FUNDING OPTIONS

### Environmental Enhancement and Mitigation Program (EEMP)

The Environmental Enhancement and Mitigation Program (EEMP) was established in 1989 and is administered by the California Natural Resources Agency and Caltrans. The program offers a total of \$7 million each year for grants to local, state, and federal governmental agencies and to nonprofit organizations. EEMP Funds are allocated to projects that either directly or indirectly offset environmental impacts of modified or new public transportation facilities including the acquisition, restoration, or enhancement of resource lands to mitigate the loss of or detriment to such lands within or near transportation right-of-way, and the planting of trees and other plants to offset vehicular emissions.

*Program Requirements:* Program requirements shift from cycle to cycle. In 2015, the following requirements applied:

Applications due on July 13, 2015

Local match not required, but additional points are given to applications that include other sources of funds for the proposed project

Grants are generally limited to \$500,000 each (except acquisitions, which may be funded up to \$1 million)

Projects must be specifically related to a transportation project that has an adverse environmental impact, which is addressed by the environmental enhancement and mitigation project

*Project example:* Los Angeles River Greenway Tree-Planting Project, by non-profit Community Conservation Solutions (\$339,000); City of South Gate Urban Greening Project (\$296,700).

### TIGER

The US DOT's Transportation Investment Generating Economic Recovery (TIGER) competitive grant program is intended to fund capital investments in surface transportation infrastructure that will have a significant impact on the US, region, or metropolitan area. Established in 2009, TIGER has provided over \$4.5 billion to 381 projects across the country. Capital bicycle and pedestrian projects are eligible for TIGER grants.

*Program Requirements:* Program requirements shift from cycle to cycle. In 2015, the following requirements applied:

- Required pre-application due May 4, 2015; final application due on June 5, 2015
- Minimum grant award is for \$10 million
- Maximum grant award is for \$200 million; no more than \$125 million can be allocated to projects in a single state
- Funds must be obligated by September 30, 2017 and expended by September 30, 2022

*Project example:* Los Angeles County Metropolitan Transportation Authority – Rail to Rail Active Transportation Corridor Connection Project: repurposes dormant rail corridor and underused right-of-way as a pedestrian and bicycle route that will span 6.4 miles through South Los Angeles communities, linking the Blue Line, the Silver Line, and the Crenshaw/LAX Line. TIGER is providing \$15 million, with a total project cost of \$34 million.

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## APPENDIX: POLICY CONTEXT

The Policy Context appendix describes the national, state, regional, and local direction related to Complete Streets. It also includes a section on Best Practices, which describes the gold standard of Complete Streets design and implementation.

## FEDERAL INITIATIVES

### US DOT Policy Statement on Bicycle and Pedestrian Accommodation

In addition to local, regional, and state planning initiatives, the United States Department of Transportation issued a Policy Statement on Bicycle and Pedestrian Accommodation Regulations and Recommendations in 2010. This policy directive demonstrates the DOT's support of fully integrated active transportation networks by incorporating walking and bicycling facilities into transportation projects. The statement encourages transportation agencies to go beyond minimum standards in the provision of the facilities. The DOT further encourages agencies to adopt policy statements that would affect bicycling and walking, such as:

- Considering walking and bicycling as equals with other transportation modes
- Ensuring availability of transportation choices for people of all ages and abilities
- Going beyond minimum design standards
- Integrating bicycle and pedestrian accommodations on new, rehabilitated, and limited access bridges
- Collecting data on walking and biking trips
- Setting mode share for walking and bicycling and tracking them over time
- Removing snow from sidewalks and shared use paths
- Improving non-motorized facilities during maintenance projects

# STATE POLICIES

## AB 32 (2006)/SB 375 (2008)

Senate Bill (SB) 375 (2008) is the implementation legislation for Assembly Bill (AB) 32. AB 32 (2006) requires the reduction of greenhouse gases (GHG) by 28 percent by the year 2020 and by 50 percent by the year 2050. GHGs are emissions – carbon dioxide chief among them – that accumulate in the atmosphere and trap solar energy in a way that can affect global climate patterns. The largest source of these emissions related to human activity is generated by combustion-powered machinery, internal combustion vehicle engines, and equipment used to generate power and heat. SB 375 tasks metropolitan and regional planning agencies with achieving GHG reductions through their Regional or Metropolitan Transportation Plans. The reduction of the use of the automobile for trip making is one method for reducing GHG emissions. This can be achieved through the use of modes other than the automobile, such as walking, bicycling, or using transit. The Huntington Park Complete Streets Plan supports the goals of AB32/SB375 by promoting bicycling throughout the city, a zero-emissions mode of transportation.

## California Vehicle Code

The California Vehicle Code establishes rules and regulations for operating a bicycle on the street in the state of California, which the Huntington Park Police Department is responsible for enforcing. Close adherence and strict enforcement of the Vehicle Code for both motorists and bicyclists would have safety benefits for everyone in Huntington Park. The following is a non-exhaustive list of regulations related to pedestrians or bicycle operation, by Vehicle Code Section:

- 21200 – A person riding a bicycle has all the rights and is subject to all the provisions applicable to the driver of a vehicle.
- 21200.5 – It is unlawful to ride a bicycle under the influence of alcohol or drugs.
- 21201 – Establishes equipment requirements for bicycles,

including lights, brakes, and handlebar configurations.

- 21202 – A person riding a bicycle at a speed less than the normal speed of traffic shall ride as close as practicable to the right-hand curb or edge of the roadway except when overtaking another bicycle or vehicle, when preparing for a left turn, when necessary to avoid unsafe conditions, or when approaching a right-turn lane.
- 21206 – Local jurisdictions may adopt bicycle regulations provided they do not conflict with the CVC.
- 21209 – No person shall drive a motor vehicle in the bicycle lane except to park in a curb lane where parking is permitted, to enter or leave the roadway, or to prepare for a turn within 200 feet from the intersection.
- 21210 – Bicycle parking must not conflict with the path for pedestrian traffic.
- 21212 – Bicycle riders under the age of 18 must wear a helmet.
- 21368 – Whenever a marked pedestrian crosswalk has been established in a roadway contiguous to a school building, it shall be painted or marked in yellow.
- 21451 (a) – Any driver, including one turning, shall yield the right-of-way to other traffic and to pedestrians lawfully within the intersection or an adjacent crosswalk.
- 21456.2 – Bicycle riders must follow official traffic control signals, except where bicycle traffic signals direct bicycles otherwise, in conjunction with Section 21456.3.
- 21650.1 – Bicycles operated on the streets or shoulder shall be operated in the same direction as vehicles.
- 21760 – “Three Feet for Safety Act” requires drivers of a motor vehicle to pass a bicycle with at least three feet of space (effective September 16, 2014.)
- 21949 (a) – It is a policy of the State of California that safe and convenient pedestrian travel and access, whether by foot, wheelchair, walker, or stroller, be provided to the residents of the state.
- 21950 (b) – No pedestrian may suddenly leave a curb or other place of safety and walk or run into the path of a vehicle.

- 21950 (d) – Subdivision (b) does not relieve a driver of a vehicle from the duty of exercising due care for the safety of any pedestrian within any marked crosswalk or within any unmarked crosswalk at an intersection.
- 21952 – The driver of any motor vehicle, prior to driving over or upon any sidewalk, shall yield the right-of-way to any pedestrian approaching thereon.
- 21954 (a) – Every pedestrian upon a roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right-of-way to all vehicles upon the roadway.
- 21954 (b) – The provisions of this section shall not relieve the driver of a vehicle from the duty to exercise due care for the safety of any pedestrian upon a roadway.
- 39001 – California Department of Motor Vehicles designs and distributes the licenses and registration forms to any city that adopts a bicycle license ordinance.

### Caltrans' Complete Streets Policy

In 2001, Caltrans adopted a routine accommodation policy for the state in the form of Deputy Directive 64, "Accommodating Nonmotorized Travel." The directive was updated in 2008 as "Complete Streets—Integrating the Transportation System." The new policy reads, in part: "The Department views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system."

The Department develops integrated multimodal projects in balance with community goals, plans, and values. Addressing the safety and mobility needs of bicyclists, pedestrians, and transit users in all projects, regardless of funding, is implicit in these objectives. Bicycle, pedestrian and transit travel is facilitated by creating "complete streets" beginning early in system planning and continuing through

project delivery and maintenance and operations...."

The directive establishes Caltrans' own responsibilities under this policy. Among the responsibilities that Caltrans assigns to various staff positions under the policy are:

- Ensure bicycle, pedestrian, and transit interests are appropriately represented on interdisciplinary planning and project delivery development teams.
- Ensure bicycle, pedestrian, and transit user needs are addressed and deficiencies identified during system and corridor planning, project initiation, scoping, and programming.
- Ensure incorporation of bicycle, pedestrian, and transit travel elements in all Department transportation plans and studies.
- Promote land uses that encourage bicycle, pedestrian, and transit travel.
- Research, develop, and implement multimodal performance measures.

### California Complete Streets Act (2008)

Assembly Bill 1358, the "California Complete Streets Act of 2008," requires "that the legislative body of a city or county, upon any substantive revision of the circulation element of the general plan, modify the circulation element to plan for a balanced, multimodal transportation network that meets the needs of all users [including] motorists, pedestrians, bicyclists, children, persons with disabilities, seniors, movers of commercial goods, and users of public transportation...." This provision of the law went into effect on January 1, 2011. The law also directs the Governor's Office of Planning and Research to amend its guidelines for the development of circulation elements so as to assist cities and counties in meeting the above requirement.

### AB 1581 (2007) and Caltrans' Policy Directive 09-06 (2009)

Assembly Bill (AB) 1581 (2007) provides direction that new actuated

# LOS ANGELES COUNTY METRO AND OTHER COUNTY PLANS AND POLICIES

traffic signal construction and modifications to existing traffic signals include the ability to detect bicycles and motorcycles. It also calls for the timing of actuated traffic signals to account for bicycles. In response to AB 1581, Caltrans has issued Traffic Operations Policy Directive 09-06 (2009), which has proposed modifications to Table 4D-105(D) of the California Manual on Uniform Traffic Control Devices. The California Traffic Control Devices Committee is considering the proposed modifications.

## LA County Metro Bicycle Transportation Strategic Plan

In 2006, the Los Angeles County Metropolitan Transportation Authority (Metro) released two documents relating to bicycle planning in the region: the Metro Bicycle Transportation Strategic Plan (BTSP) and Bicycle Transportation Account (BTA) Compliance Document. Both of these documents supplant prior countywide bicycle planning documents dating back to 1996. The Strategic Plan is intended to be used by local cities and Los Angeles County Transit agencies in setting bicycle-related priorities that lead to regional improvements. The document discusses the significance of bicycle usage with transit as a way of expanding mobility options within the region. The BTA document inventories and maps existing and planned facilities, and provides information regarding past expenditures by the 89 local jurisdictions within the county. The plan also includes: a listing of 167 “bike-transit hubs” in the county, procedures for evaluating access to transit, best-practices in a tool box of design measures, gaps in the regional bikeway network, and 12 prototypical “bike-transit hub” access plans in different areas of the county, including a sample bicycle access plan for Metrolink Stations. The Huntington Park Complete Streets Plan supports the goals of the BTSP and BTA by recommending bicycle access improvements to transit throughout Huntington Park, and by improving bicycle access within LA County generally and the Gateway Cities region specifically.

## LA County Bicycle Master Plan

The Los Angeles County Bicycle Master Plan was adopted by the Los Angeles County Board of Supervisors. The Plan was developed by the Los Angeles County Public Works Department and an appointed Bicycle Task Force. The Countywide Bicycle Plan identifies opportunities for off-street bicycle facilities, on-street bicycle facilities, and shared-use pathways in unincorporated areas of Los Angeles County, including those adjacent to the City of Huntington Park, including Class II

bike lanes on Florence Avenue and Slauson Avenue in the Florence-Firestone community west of Huntington Park.

### **LA County Metro Countywide Sustainability Planning Policy and Implementation Plan / Sustainable Communities Strategies**

In 2012, the Los Angeles County Metropolitan Transportation Authority (Metro) released their Countywide Sustainability Planning Policy & Implementation Plan as a complement to their previous efforts to improve air quality and increase the range of transportation choices available to residents in Los Angeles. The Policy aims to better integrate land-use and transportation planning in order to provide more mobility options and better access, as well as promote “green modes” of transportation including active transportation modes such as walking and bicycling. Metro’s Policy is superseded by the GCCOG’s sub-regional SCS, discussed below, but is relevant in understanding county-wide goals in order to align the proposed Complete Streets network in Huntington Park with the rest of Los Angeles County.

### **LA County Metro First Last Mile Strategic Plan**

The Los Angeles County Metropolitan Transportation Authority (Metro) released a draft of their First Last Mile Strategic Plan in late 2013. The goal of this document is to provide guidelines to improve access to transit across the county, and in doing so, maximize multi-modal benefits. The guidance in this document aligns with the GCCOG SCS, the SCAG RTP/SCS and the Metro Countywide Sustainability Planning Policy, described above. The First Last Mile Strategic Plan cites the existing conditions, both in terms of design and safety statistics, and introduces the concept of The Path, a proposed countywide transit access network, comprised of a series of active transportation improvements that extend to and from Metro Rail and Bus Rapid Transit (BRT) stations. The document also includes a step-by-step process for identifying a Path network for any given station area and a toolbox

of improvements that would help establish a Path network around the station. The Huntington Park Complete Streets Plan supports the goals of the First Last Mile Strategic Plan by recommending access improvements to transit throughout Huntington Park.

### **LA County Metro Congestion Management Program**

The LA County Metropolitan Transportation Authority (Metro) adopted the 2010 Congestion Management Program as the eighth update to a history of congestion management programs dating back to 1992. The 2010 CMP is a multimodal program, including strategies related to the freeways and streets, the transit network, transportation demand management, and land use. Jurisdictions are required to conform to the CMP in order to receive funding from the state gas tax, as allocated by Section 2105 of the California Streets and Highways Code.

## REGIONAL PLANS AND POLICIES

### **Southern California Association of Governments Regional Transportation Plan/Sustainable Communities Strategy**

In 2012, SCAG adopted the 2012 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), which integrates the region's transportation and land use planning. The non-motorized transportation section provides information regarding existing mode split, bicyclist types, bicycle safety, the California Strategic Highway Safety Plan for bicyclists, and identifies implementation priorities for local jurisdictions. Of the \$524.7 billion transportation expenditures in the RTP, \$6.9 billion are allocated for non-motorized projects. Like the LA County Metro SCS discussed above, the SCAG SCS is superseded by the GCCOG sub-regional SCS but is relevant in understanding regional goals in order to align the proposed Complete Streets network in Huntington Park with the rest of the Southern California region.

### **LA River Ecosystem Restoration Integrated Feasibility Report**

The United States Army Corps of Engineers, in partnership with the City of Los Angeles, completed the Los Angeles River Ecosystem Restoration Integrated Feasibility Report in September 2013. The main objective of the Tentatively Selected Plan (TSP) and plan alternatives is restore approximately 11 miles of the Los Angeles River with a more natural habitat, reconnect existing tributaries and habitats, reestablishing the historic flood plain, and preserving existing levels of flood risk management. The document focuses on four action alternatives that have undergone detailed analysis and represent the options available for selection. The options vary in terms of investment and final implementation components. With portions of the LA River in the area having a designated bicycle path north and south of downtown Los Angeles, the selected alternative will help close the facility gap and improve bicycle accessibility and connectivity throughout the region.

## GATEWAY CITIES PLANS AND POLICIES

### **Gateway Cities Active Transportation Plan**

The Gateway Cities Council of Governments is developing an Active Transportation Plan (ATP). This Plan proposes an active transportation network connecting the cities that are part of the Gateway Cities Council of Governments, including the City of Huntington Park. For example, the Slauson Avenue, Gage Avenue, State Street, and Pacific Boulevard are all identified in the Gateway Cities ATP as regional bicycle facility ideas that go through Huntington Park, and some of these corridors have treatments proposed in the Huntington Park Complete Streets Plan. The Gateway Cities ATP also includes a discussion of support programs, pedestrian facilities, transit station area improvements (at selected stations), and funding for the proposed improvements.

### **Gateway Cities Sustainable Communities Strategy**

The Gateway Cities Council of Governments has chosen to develop a Sustainable Communities Strategy (SCS) rather than rely on a regional SCS developed by SCAG. Only one other SCAG subregion has decided to do this, out of 14 total subregions. SCAG's SCS (discussed below) is superseded by the GCCOG SCS. The GCCOG SCS is composed of five bundles of GHG reduction strategies, including:

- Transportation Strategies
- Transportation Demand Management Strategies
- Land Use Strategies
- Regional Transportation Projects, including Measure R-funded projects
- Interactive Effects Between Land Use and Regional Transit Projects

Some strategies have already been employed over the last decade; all will be implemented in the future to reduce subregional emissions from a 2005 benchmark to target levels by 2020 and 2035. GCCOG SCS strategies have been integrated with regional transportation projects included in the 2012 SCAG RTP for the GCCOG area. The

tailored, local nature of the Gateway Cities' SCS is projected to result in GHG reductions of 8.4 percent per capita by 2020 and 15 percent per capita by 2035, exceeding regional targets set by the California Air Resources Board. The Huntington Park Complete Streets Plan aligns with the goals of the Gateway Cities SCS by promoting zero-emissions transportation strategies, connecting to regional transportation projects included in the Gateway Cities ATP, and proposing policy changes which strengthen the City of Huntington Park's approach to transportation demand management.

### **Bicycle Plans from Adjacent Cities**

Several cities near Huntington Park have advanced active transportation planning by adopting plans that focus on the development of bicycle and pedestrian infrastructure, support facilities, public involvement, programs and practices, and potential funding sources. These cities include:

- City of South Gate Bicycle Transportation Plan
- Lynwood Bicycle and Pedestrian Transportation Plan
- City of Downey Bicycle Master Plan – in progress
- Paramount – in progress
- Bellflower – in progress

## **BEST PRACTICES**

This section identifies best practices from other agencies on policy, technical support project development, checklist examples, and funding. Each agency described has developed programs with attributes worth emulating that include developing additional technical resources, consolidating existing policies, or creating funding strategies that encourage Complete Streets policies. These practices provide a menu of options to evaluate when developing a local policy.

### **Policy**

The National Complete Streets Coalition, in collaboration with the American Planning Association, developed "Complete Streets: Best Policy and Implementation Practices." This publication provides case study examples of the best policy and implementation guidelines. It draws from 30 communities nationwide and provides a framework to build support, adopt a policy, and integrate Complete Streets concepts into plans, processes, and standards.

The Metropolitan Washington Council of Governments (MWCOG) developed the "Complete Streets Policy for the National Capital Region."<sup>1</sup> At the time of development, some MWCOG member agencies had existing Complete Streets policies and others did not, similar to the current state of the Los Angeles region. Thus, they prepared a consensus policy to have some common policy background between member agencies in MWCOG. In developing the Consensus Policy, they drew from highlights of existing policies. The MWCOG policy provides guidance and a template for member agencies to adopt their own Complete Streets policies.

Arlington County, Virginia developed a Form-Based Code to improve the quality of development along Columbia Pike, an historic thoroughfare connecting Washington, D.C. to the Arlington/Fairfax County line. Form-Based Zoning is developed such that planning controls are on building form, with broad parameters and flexibility

on specific building use. In doing so, the public space can be better shaped to meet the community's design principles and Complete Streets objectives, and as a result the "life" of a building can be extended and repurposed over and over. Since implementation, there have been several mixed-use redevelopment projects, including both improvements made by existing property owners and new developments by new owners. The County has also seen an uptick in development in the periphery of the Columbia Pike district due to support in the area for the form-based code. This uptick has improved the livelihood of the streets and the activity along the corridor.

The City of Redwood City, CA included Complete Streets section and a series of supporting policies within its 2010 General Plan. Instead of differentiating different roadways as arterials or collector streets, the City opted to develop a new set of street typologies based on the function and purpose of roadways, such as a transit street or bicycle boulevard. Additionally, the policies and implementation programs in the Circulation Element were updated to support Complete Streets values. The Redwood City Circulation Element also identifies several implementation actions regarding Complete Streets. These include hiring a Complete Streets Coordinator, implementing the new street standards, re-evaluating the existing Level of Service Policy and developing and adopting multi-modal LOS standards.

The City of Fort Collins, CO has been a frontrunner in implementing Multi-Modal Level of Service (MMLOS) standards. The City created MMLOS standards for its streets in the late 1990s and has continued to refine them since then. The standards consider both route characteristics and land use characteristics – high-priority land uses, such as schools, require higher pedestrian and bicycle LOS. MMLOS analysis is required in the City's transportation impact study guidelines for arterial improvements and all public and private development in

the City, connecting Complete Streets goals directly to development and infrastructure.

Several Minnesota cities have adopted Complete Streets policies or legislation surrounding livable streets. Furthermore, the State of Minnesota enacted a statewide Complete Streets policy, joining 13 other states with Complete Streets laws in place. The legislation defines livable streets, requires Minnesota Department of Transportation (Mn/DOT) to implement a statewide Complete Streets policy on state-aid streets, establishes stakeholder consultation proceedings, encourages local governments to adopt their own policies, and ensures that any local government seeking to implement a Complete Streets project may request a variance for this purpose. As part of the legislation, Mn/DOT has to report every one to two years on the implementation status of the Complete Streets policy, including identification of barriers and changes to the variance process, development of performance indicators, and identification of statutory recommendations.

### **Technical Support**

Broward County, Florida, developed the "Complete Streets Guidelines," which provides design guidance for Broward County.<sup>2</sup> This process was led by the Broward Regional Health Planning Council (BRHPC) as part of an award to help create healthier communities in Broward County. The County held several local outreach efforts, including Complete Streets workshops throughout the county, charrettes, and surveys, and have ongoing outreach efforts by email and phone. The resulting guidelines include an extensive chapter with prescriptive ways for agencies to reach out to public.

The Maricopa Association of Governments (MAG) developed the Complete Streets Guide in 2011 that provides its own design guidelines for member jurisdictions.<sup>3</sup> The guide features a unique

chapter on Design Techniques and Sample Outcomes that identifies how projects can be developed with regard to the existing land use context and character. Outcomes for different types of land use contexts are also provided to help right-size projects. Although MAG does not develop their own complete streets, they have a process for member jurisdictions to apply to MAG to obtain design assistance for complete streets projects.

The Regional Transportation Commission of Southern Nevada (RTCSNV) developed the “Complete Streets Design Guidelines for Livable Communities,” published in March 2013.<sup>4</sup> RTCSNV also held Complete Streets workshop for member agencies to attend.<sup>5</sup> The guidelines have a focus on public outreach, and provide sections for each mode of transportation. This document provides design guidance for the region, which includes Las Vegas, Boulder City, and other cities in Clark County. RTCSNV acknowledged that most local jurisdictions’ design guidelines and policies are geared toward motor vehicle travel. The document focuses on how to implement Complete Streets at a local level, by providing a template and model manual that can be adopted to replace existing design manuals. It focuses on designing streets for health, safety, livability, and sustainability, and provides policies for Southern Nevada that align with the ten elements for Complete Streets, noted earlier. The document provides benchmarks and performance measures. The guidelines include traveled way design, intersection design, pedestrian access and crossings, bikeway design, transit accommodations, traffic calming, and streetscape ecosystem. The publication also includes information on land use and transportation integration, livable streets in suburban environments, and community engagement.

The Association of Monterey Bay Area Governments developed the Complete Streets Guidebook in August 2013, which also functions as a

design guide.<sup>6</sup> The guidebook provides guidance on how communities can meet requirements of the Complete Streets Act (AB 1358) by incorporating complete streets policies into their general plans. It contains a unique Complete Streets action plan for coordinating intra-agency tasks and context-sensitive Complete Streets types.

### **Project Development**

The Washoe County Regional Transportation Commission established the Pavement Preservation Program in 2004.<sup>7</sup> This was conducted in conjunction with member agencies, such as the public works departments of Reno, Sparks, and Washoe County. They also partnered with a local university to do in-depth studies of road conversion projects in conjunction with this project. The purpose of the program is to maintain roads in good condition and minimize long term costs, which can be done by applying the most cost effective treatments to the right pavements at the right times. RTC funds tactical roadway preservation programs while the local governments provide preservation services for non-regional roadways; they maintain data on index ratings for each regional road to assist in project selection. The program strategy relies on preventative and corrective maintenance methods to maintain roadways in good condition. Through the program, RTC has narrowed travel lanes, added bicycle lanes, and – in some cases – eliminated travel lanes. The desired effects of the program are to slow traffic to designated posted speed, reduce vehicular collisions, and provided space for non-auto users. The RTC has found that crash reductions have ranged between 25 to 45 percent.

### **Checklists**

The Mid-Ohio Regional Planning Commission, which serves the Columbus, Ohio region, developed a Regional Complete Streets policy for its member agencies. One feature of the policy is that it

is accompanied by a checklist, which was developed to assist project sponsors in defining and designing their projects in adherence to the policy.<sup>8</sup> The checklist includes explaining existing conditions, such as routine accommodations, and how a project will improve pedestrian and bicycle safety. The checklist is a combination of narrative and “check off” items, with the applicant providing information including whether design guidance and interjurisdictional consultation has been completed. The checklist also provides information on how to conduct public outreach.<sup>9</sup>

The San Francisco Bay Area’s Metropolitan Transportation Commission (MTC) provides a checklist for livable streets projects. The checklist includes policies for routine accommodation, and provides those applying for regional funding for transportation projects the opportunity to identify trip generators near the project site for attracting bicyclists and pedestrians. The checklist also asks the applicant to supply collision information, identify local plans and policies, and note whether there are additional alternative mode accommodations.<sup>10</sup>

### **Funding and Project Selection**

The MTC OneBayArea grant program provides funding to local agencies to support the region’s Sustainable Communities Strategy.<sup>11</sup> To be eligible for funds, jurisdictions need to address complete streets policies by either adopting a Complete Streets resolution or having a General Plan that is compliant with the California Complete Streets Act. This funding requirement is one of the more aggressive approaches to encourage member jurisdictions to develop and adopt policies.<sup>12</sup>

The Nashville Area MPO and the Mid-American Regional Council (MARC) have similar mechanisms for project selection and funding. The Nashville Area MPO adopted its 2035 Regional Transportation

Plan in 2010.<sup>13</sup> The guiding principles for the plan include: livability, prosperity, sustainability, and diversity with an emphasis on public health and equity. The scoring system used to prioritize projects in the plan dedicates 50 percent of the available points to quality of life, accessibility, health, and safety.<sup>14</sup> The plan has also incorporated regional health impact assessments on transportation as part of the project selection process and criteria.

MARC is the regional planning organization for the bi-state Kansas City region. Like the Nashville area, MARC drew heavily on its member agencies’ comprehensive and adopted plans in developing project selection criteria, and developed a focus on healthy living and economic activity. Similar to the Nashville Area MPO, MARC developed a 100-point scoring system to prioritize projects.<sup>15</sup> The result of the prioritization process was to refocus 75 percent of its financially constrained projects to support higher-intensity lane use in regional activity centers.

Boulder, CO allocates most of its Capital Improvement Program budget for transportation towards alternative transportation modes – 63% of investment is allocated for bicycle and pedestrian improvements, and 11% is allocated for transit improvements. The City is a leader among cities dedicated to open government and transparency around city expenditures. Specifically for transportation funding, they developed a reporting approach based on direct input from stakeholder groups including bicycle activists, the University of Colorado, and environmental groups, in addition to an advisory board and city staff. The 2008 Transportation Master Plan included three future networks, based on current funding availability, the action plan, and the vision plan for the area. The 2008 plan included a plan for Complete Streets investments that totaled \$115.8 million.

In Washington, D.C., the Great Streets Initiative is a multi-agency effort between the Deputy Mayor for Planning & Economic Development, the Department of Transportation, and the Office of Planning, and is strongly geared towards economic development. The District identified nine underdeveloped corridors for the Great Streets Initiative, which includes improvements similar to Complete Streets improvements. In each corridor, the District is using tax increment financing to support grants for small businesses. The grant funding will provide storefront improvements and help to redevelop underutilized corridors into thriving environments.

The City of Austin, TX has been funding part of its Great Streets Initiative through a public/private partnership. Their Great Streets Development Program includes a mechanism for financial assistance to private developers to implement streetscape standards that go beyond the City's minimum requirements, through reimbursement. The funding for the reimbursement program comes from the Great Streets Parking Meter fund, which sets aside 30% of parking revenues collected within the program's boundaries to implement these standards.

### **Reporting and Monitoring**

The Seattle Department of Transportation provides a progress report of its work over a two-year period, called the "Transportation Action Agenda." Within this report, the agency identifies new projects, recent accomplishments, and project highlights. They also present a summary of transportation work, such as the number of miles of new bicycle lanes, number of potholes filled, and bridge repairs completed. They identify the projects that were funded using the "Bridging the Gap" levy revenues, a program designed to provide the capital necessary for ongoing operations and maintenance for the department. The entire report is written for the average resident, with

accessible language, concise tables, and a depth of information that informs users without overburdening them with data.<sup>16</sup>

The City of Billings, Montana prepared a Complete Streets Benchmark Report in 2013 to address Complete Streets performance measures and benchmarking for the city. The report is designed attractively with infographics and charts to display information, such as changes in pedestrian counts, the addition of bicycle lane miles, and major roadway projects completed. One highlight of the Billings report is that they provide charts illustrating year over year changes, and summarize the projects' compliance with Complete Streets.<sup>17</sup>

New York City maintains a website, [sustainablestreets.info](http://sustainablestreets.info), which maps sustainable streets projects in an interactive manner. By visiting the site, users can view Complete Streets projects by year and type, as well as streetscape and safety improvements.<sup>18</sup> The City has also prepared a summary document presenting accomplishments and benchmarks for sustainable streets projects.

### **Design Innovation**

Charlotte, NC developed a new street classification system, as an overlay to federal classifications as part of its 2006 Transportation Action Plan (TAP). This work was predominantly developed by the Charlotte Department of Transportation (CDOT) as a change in its approach to streets, to create a street network designed for people using various modes of transportation. The Urban Street Design Guidelines (USDG), an outcome of the TAP, was developed through stakeholder outreach with city staff taking primary ownership of the project. CDOT classified a network of streets in the urban core under five typologies: main streets, avenues, boulevard, parkways, and local streets. The new street types fall along a continuum, with some being more oriented towards pedestrians and others to vehicles. Sample

cross-sections for each type are illustrated in the design guidelines. Rather than showing right-of-way widths or standard drawings, the cross-sections display different public realms: pedestrian zones, green zones, motorist zones and the like.

New York City has adopted an innovative program with the City's Plaza Program, which converts underutilized rights-of-way into thriving public space. This includes expanding a median refuge island to accommodate street furniture or a pocket park, reducing a lane of traffic, or removing a cut-through turn lane to develop more public space. The Plaza Program seeks to develop open space for all residents within a 10-minute walking radius. Priority areas include neighborhoods lacking open space and lower income areas. Plazas are developed through public-private partnerships between the City's Department of Transportation and local non-profit organizations, Business Improvement Districts, or community redevelopment organizations. The DOT uses designers to create the plaza concept, which is then discussed at community outreach meetings. In many cases, the initial plaza is temporary, consisting of paint on the pavement, bollards, and street furniture. The use of the plaza and the effects on traffic are then monitored, with new traffic and pedestrian counts collected, to determine whether it should be considered for permanent installation. This is an example of a public-private partnership that is relatively quick and inexpensive to implement, but improves the space for all modes of transportation users.

### **Maintenance and Operations**

Beginning in 2006, Seattle, WA has been leveraging a \$365 million, nine-year, transportation levy (Bridging the Gap) to implement Complete Streets. The tax levy was approved to reduce the backlog of transportation projects. With the program, all CIP projects have to undergo Complete Streets review including review by bicycle and

pedestrian program staff, to see if there is right-of-way available for non-motorized transportation improvements. With this program in place, planning for projects begins nine years before implementation, which allows SDOT staff to prioritize the projects being planned and allowing adjacent projects to be grouped together to decrease cost and increase efficiency. In the 2010 annual report, the City included accomplishments such as installing pedestrian countdown signals, building new sidewalk block faces, remarking crosswalks, striping and restriping bicycle lanes and sharrows, and building and improving bicycle trails.

Denver, CO has a comprehensive approach to Livable Streets that considers input from all City departments in roadway changes. Denver's effort established a framework to include department heads from the Office of Economic Development, Parks and Recreation, Public Works, Development Services, and Community Planning & Development. The project also considered the multiple interests and departmental responsibilities for the various elements of the street, with special focus on the maintenance and operations process responsibilities and needs. The City established a new process to include review by staff in the Public Works Planning group for all repaving and restriping projects. This coordinated interdepartmental approach ensures that an opportunity for a multi-modal facility is not overlooked during roadway reconstruction. In addition, the Livable Streets process has resulted in a comprehensive Complete Streets policy.

In San Francisco, CA, the Better Streets Plan provides design guidance and outlines both challenges and solutions. Beyond standard components of a complete streets document, the City provides an organization matrix of what department is responsible for a given element of the complete streets work and the design process. In their Better Streets Plan, the City addresses the challenge to efficient

design, including financing and shared responsibilities for a single streetscape project across several departments. The Plan addresses how to coordinate securing full funding for a project and identifies a framework and process for implementing complete streets. By explicitly stating the responsibilities of each department in the process, while also coordinating the implementation, the Plan provides a more streamlined and efficient means to develop and maintain complete streets.

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#### END NOTES

1. Metropolitan Washington Council of Governments (2012). "Complete Streets Policy for the National Capital Region." Available at: <http://www.mwccog.org/uploads/committee-documents/mV1dXl9e20120510092939.pdf>
2. Broward County. Broward Complete Streets Guidelines. Available at: <http://dl.dropboxusercontent.com/u/29194392/Broward%20Complete%20Streets%20Guidelines%20-%20Complete.pdf>
3. Maricopa Association of Governments (2011). "Complete Streets Guide." Available at: [http://www.azmag.gov/Documents/BaP\\_2011-01-25\\_MAG-Complete-Streets-Guide-December-2010.pdf](http://www.azmag.gov/Documents/BaP_2011-01-25_MAG-Complete-Streets-Guide-December-2010.pdf)
4. Regional Transportation Commission of Southern Nevada. "Complete Streets Design Guidelines for Livable Communities." March 2013. Available at: <http://www.rtcsnv.com/wp-content/uploads/2013/03/Complete-Streets-Design-Guidelines-for-Livable-Communities.pdf>
5. Conversation with Stefanie Seskin, NCSC, 12/12/13
6. Association of Monterey Bay Area Governments (2013). "Complete Streets Guidebook." Available at: <http://sccrtc.org/wp-content/uploads/2013/08/final-2013-complete-streets-guidebook.pdf>
7. Washoe County Regional Transportation Commission. "Regional Preventative Maintenance Program." April 2004. Available at: <http://www.rtcwashoe.com/shfunding/documents/Reg%20Prev%20Maint%20Manual%20April%202004.pdf>
8. Mid-Ohio Regional Planning Commission. "Complete Streets Checklist for Project Sponsors." Available at: <http://www.smartgrowthamerica.org/documents/cs/impl/oh-morpc-checklist.pdf>.
9. *ibid.*
10. Metropolitan Transportation Commission. Routine Accommodation Checklist. [http://www.mtc.ca.gov/planning/bicyclespedestrians/Routine\\_Accommodation\\_checklist\\_FINAL.pdf](http://www.mtc.ca.gov/planning/bicyclespedestrians/Routine_Accommodation_checklist_FINAL.pdf)
11. Metropolitan Transportation Commission. OneBayArea Program Information. Available at: <http://www.mtc.ca.gov/funding/onebayarea/>
12. Metropolitan Transportation Commission. "Resolution No. 4035, Revised." OneBayArea Grant

Programming Policies, Page 11. Available at: [http://www.mtc.ca.gov/funding/onebayarea/RES-4035\\_approved.pdf](http://www.mtc.ca.gov/funding/onebayarea/RES-4035_approved.pdf)

13. Nashville MPO. 2035 Regional Plan. Available at: [http://www.nashvillempo.org/plans\\_programs/rtp/2035\\_rtp.aspx](http://www.nashvillempo.org/plans_programs/rtp/2035_rtp.aspx)

14. Federal Highway Administration. "Kansas City, MO-KS and Nashville, NT – Incorporating Livability into the Metropolitan Planning Organization Project Prioritization Process" FHWA's Livable Communities Case Study Series. Available at: [http://www.fhwa.dot.gov/livability/case\\_studies/kansas/kansascitynashville.pdf](http://www.fhwa.dot.gov/livability/case_studies/kansas/kansascitynashville.pdf)

15. Mid-American Regional Council (2010). "Appendix C: Project Solicitation & Evaluation." Transportation Outlook 2040. Available at: [http://www.to2040.org/assets/plan/AppendixC\\_ProjectSolicitationEvaluation.pdf](http://www.to2040.org/assets/plan/AppendixC_ProjectSolicitationEvaluation.pdf).

16. Seattle Department of Transportation (2013). Action Agenda: 2013 Progress Report. Available at: [http://www.seattle.gov/transportation/docs/SDOTActionAgendaProgRep\\_2013-01.pdf](http://www.seattle.gov/transportation/docs/SDOTActionAgendaProgRep_2013-01.pdf).

17. City of Billings (2013). Complete Streets Benchmark Report. Available at: [http://www.healthybydesignyellowstone.org/wp-content/uploads/REPORT\\_BillingsCSBenchmarkRprt\\_2013.08.08\\_FINAL.pdf](http://www.healthybydesignyellowstone.org/wp-content/uploads/REPORT_BillingsCSBenchmarkRprt_2013.08.08_FINAL.pdf)

18. City of New York (2013). Sustainable Streets: 2013 and Beyond. Available at: [www.sustainablestreets.info](http://www.sustainablestreets.info).

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FRIDAY HOUSING CELEBRATION  
MANAGEMENT TRAINING  
NOVEMBER 12, 2010  
10:00 - 5:00 P.M.  
HUNTINGTON PARK LIBRARY  
1518 MILES AVE.

HUNTINGTON  
PARK



HUNTINGTON PARK  
CALIFORNIA



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

February 16, 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 ACTIVITY IN PUBLIC PLACES PERMIT FOR A STREET PROCESSION CONDUCTED BY IGLESIA SAGRADA FAMILIA ON MARCH 25, 2016 (S16-01)**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve an Activity in Public Places Permit request by Iglesia Sagrada Familia (Applicant) to conduct a street procession along Rugby Avenue, Clarendon Avenue, Middleton Street, and Zoe Avenue on March 25, 2016 (S16-01) subject to the "Departmental Conditions of Approval" contained herein.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

City Council approval of an Activity in Public Places Permit (Permit) is necessary due to the request to close public streets.

### **FISCAL IMPACT/FINANCING**

The Applicant is responsible for costs incurred by the City related to the street procession. The City's cost for the previous street procession was \$2,508.59 and has been fully paid by the Applicant. For this year's street procession, City staff has reviewed the application and provided the following cost estimates.

Police Department	\$ 1,539.13
Public Works Department	\$ 889.14
<b>Total Estimated Cost to City</b>	<b>\$ 2,428.27</b>

# APPROVE ACTIVITY IN PUBLIC PLACES PERMIT FOR A STREET PROCESSION CONDUCTED BY IGLESIA SAGRADA FAMILIA ON MARCH 25, 2016 (S16-01)

February 16, 2016

Page 2 of 3

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Permit is processed through the Planning Division to ensure that the requirements set forth by all applicable City departments/divisions and local public agencies are met. Applicable City departments/divisions such as the Police Department, Public Works/Engineering Department, Finance Department, and the Office of the City Clerk have reviewed the application.

The street procession has been conducted annually by the Applicant for the past ten years. Approximately three hundred to four hundred people are anticipated to participate in the procession along specific public streets while carrying a religious icon. The procession is scheduled for March 25, 2016 between 6:30pm and 10:00pm and will begin at 6401 Rugby Avenue and move north to Clarendon Avenue, west to Middleton Street, south to Zoe Avenue, east to Rugby Avenue and then northward, returning to the point of origination (see attached map). As a result of the event, portions of these streets will be sequentially closed and reopened to vehicular traffic as the procession crosses each intersection. As in previous years, the applicant will use the services of the City's Police Department to stop traffic as procession participants walk through the intersections.

The following are conditions of approval provided by the City departments.

1. Police Department: Approval is contingent upon review and discussion of proposed security program. The Police Department has the discretion to increase or decrease staffing based on the final event plan presented. Final approval of the security deployment plan must also be obtained from the Police Department.
2. Finance Department: Subject to applicant agreeing to pay the Total Actual Cost prior to the event, the Total Actual Cost will be determined by the City Finance Department. The applicant will pay the entirety of the invoice within 30 days of receiving the invoice.

The Applicant is not proposing to have any vendors for this event.

3. Office of the City Clerk: The applicant is required to submit proof of a Certificate of Liability Insurance with coverage in the amount of \$1 million. The certificate must include a separate Additional Insured Endorsement page naming the City of Huntington Park, its officers, agents and employees as additional insureds.
4. Community Development Department: Per Huntington Park Municipal Code (HPMC) Section 5-13.04(J)(15), the Applicant is to provide the City the mailing labels and postage for notification to affected properties within 100 feet of the procession route prior to the issuance of the Permit.

**APPROVE ACTIVITY IN PUBLIC PLACES PERMIT FOR A STREET PROCESSION  
CONDUCTED BY IGLESIA SAGRADA FAMILIA ON MARCH 25, 2016 (S16-01)**

February 16, 2016

Page 3 of 3

Pursuant to the City's Outdoor Smoking Regulations (HPMC Section 4-12.02), smoking and tobacco product use is prohibited at public events that may be attended by the general public. The Applicant is therefore required to make the event "smoke-free".

In addition, as part of the new policies, when an event is requested to take place on a street, alley, or if other interruptions of street or sidewalk areas are anticipated, the applicants are required to obtain written consent of at least seventy percent of the businesses, individuals, or parties impacted by the event. As of the date when this report was prepared, Parroquia Sagrada Familia has not provided City staff the required signatures for this event. In order to continue to process their request, the Community Development Department will ensure that the written consent be submitted prior to issuing the permit.

**CONCLUSION**

Upon City Council approval of the Activity in Public Places Permit for the 2016 street procession, City staff will meet with the Applicant to discuss specific details of the event.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Manuel Acosta,  
Economic Development Manager

**ATTACHMENTS**

- A. Activity in Public Places Permit-Application
- B. Proposed Street Procession Route
- C. Departmental Cost Estimates



**ACTIVITY IN PUBLIC PLACES  
PERMIT APPLICATION**

**ATTACHMENT: A**



**CITY OF HUNTINGTON PARK**  
 Community Development Dept. • Planning Division  
 6550 Miles Avenue, Huntington Park, CA 90255  
 Tel. (323) 584-6210 • [planning@huntingtonpark.org](mailto:planning@huntingtonpark.org)

# ACTIVITY IN PUBLIC PLACES PERMIT APPLICATION

**FILING FEE:** Minor Events: \$244.19 plus \$10.00 per day;  
 Non-Profits - \$81.40 plus \$10.00 per day.  
Major Events: \$1,627.88 plus \$10.00 per day;  
 Non-Profits - \$542.62 plus \$10.00 per day.

PERMIT NO. 16-01

1. **APPLICANT** (If the applicant is an organization or business, also include the name of a contact person):

Parroquia Sagrada Familia - Bishop Hector Jerez  
 Mailing Address: 6401 Rugby Ave. Huntington Park CA 90255  
 Phone 1: (213) 435 6300 Phone 2: (323) 581 5338 Fax: --  
 Huntington Park Business License No: \_\_\_\_\_  
 Non-profit organization? Yes  No  If yes, Tax I.D. No? [REDACTED]  
 Emergency Contact (name and telephone): Bishop Hector Jerez (213) 435-6300

2. **ADDRESS / LOCATION OF EVENT/ACTIVITY** (Describe on which portion of the public-right-of-ways the event/activity will take place, i.e. – sidewalk, street alley, etc.):

Rugby to Clarendon to Middleton to Zoe to Rugby

3. **DESCRIPTION OF EVENT/ACTIVITY** (Describe purpose of event/activity. Include all activities such as meetings, assembly, parade, procession, or entertainment, etc., if more space is needed please attach a separate sheet of paper):

Religious Procession - Walk around city streets.

4. **DATE(S) OF EVENT/ACTIVITY:**

March 25<sup>th</sup>, 2016

5. **TIME(S) OF EVENT/ACTIVITY** (for each day):

6:30 pm - 10:00 pm

6. **Have you conducted this event/activity in the past twelve (12) months, in this or a neighboring city?**

Yes  No  If yes, where? Same place 4/3/2015, 4/10/2014, 3/29/2013  
 Date(s) 4/6/2012, 3/22/2011, 2010, 2009, 2008, 7, 6, 5, 4, 3, 2, 1

7. **Have you requested or obtained a permit from any other city within which the event/activity shall commence, terminate or occur in part?**

Yes  No  If yes, which city? \_\_\_\_\_

8. **Number of persons expected to attend event/activity?** 300 - 400

9. **Number and type of vehicles, equipment, and animals that will be used at the event/activity?**  
N/A

10. Will there be vendors that will be participating in the event/activity?

Yes  No  If yes, how many? \_\_\_\_\_

11. Do you have insurance for the event/activity?

Yes  No  If yes, provide information and attach proof: \_\_\_\_\_

12. Applicant's authorized representative(s) for management of event/activity. If more than one, please list on a separate sheet of paper. (Note: Applicant or authorized representative(s) must be present at all times during the event/activity)

Representative's Name: Sister Antonieta Trejo laparroquia.sagradafamilia@gmail.com

Contact Number: (323) 581-5338 / 818 723-0629

Mailing Address: 4401 Rugby Ave. Huntington Park CA 90255

13. Do you anticipate the involvement of any City officials and/or departments in the event/activity?

Yes  No  If yes, please describe in detail: \_\_\_\_\_

Police Department, PUBLIC WORKS

**Please Note:**

- *Submittal of a plan/map showing the location of the event/activity, including pedestrian and/or vehicle circulation is required.*
- *A fully completed application with all required approvals must be submitted to the Community Development Department a minimum of thirty (30) days prior to the date of the event/activity, or a minimum of ninety (90) days prior to the date of the event/activity if City Council approval is required.*

**CERTIFICATE AND AFFIDAVIT OF APPLICANT:** I/We understand and agree to abide by all of the Activity in Public Places Permit regulations of the City of Huntington Park and any other conditions imposed for the event/activity requested. I/We certify that all statements made on this application are true and complete. I/We understand that any false statement may result in denial of the requested permit or revocation of any issued permit.



Applicant's Signature

1/14/2016

Date

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

**FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE**

Date Submitted: 1/13/16

Received By: 

Filing Fee: \$542.62 + \$10.00 = \$552.62

Receipt No.: 577421

City Council Approval Required? No  Yes  if yes, tentative meeting date? \_\_\_\_\_

Departmental/Division Approvals Required:

- Building and Safety     
 City Clerk     
 City Manager     
 Finance / Business License  
 Planning     
 Police Department     
 Public Works/Eng.     
 Parks and Recreation

Outside Agency Approvals Required:

- L.A. County Fire Dept.     
 L.A. County Health Dept.     
 Dept. of Alcoholic Beverage Control (ABC)



**CITY OF HUNTINGTON PARK**  
 Community Development Dept. • Planning Division  
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## DEPARTMENTS / AGENCIES REVIEW CHECKLIST

### ACTIVITY IN PUBLIC PLACES PERMIT APPLICATION

PERMIT NO. \_\_\_\_\_

The Community Development Department requires proof of approval from the following departments/agencies that are checked:

Los Angeles County Fire Department  
**Fire Prevention Division**  
 Inspector Hours: 7:00 a.m. - 10:00 a.m.  
 3161 E. Imperial Hwy.  
 Lynwood, CA 90255  
 (310) 603-5258

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
Signature: X _____ Date: _____		

Los Angeles County Health Department  
**Environmental Health Specialist**  
 245 S. Fetterly Avenue, Room 2014  
 Los Angeles, CA 90022  
 (323) 780-2272

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
Signature: X _____ Date: _____		

State Dept. of Alcoholic Beverage Control  
**Duty Investigator**  
 3530 Wilshire Blvd., Suite 1110  
 Los Angeles, CA 90010  
 (213) 736-2005

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
Signature: X _____ Date: _____		

Huntington Park Police Department  
**Watch Commander**  
 6542 Miles Avenue  
 Huntington Park, CA 90255  
 (323) 584-6254

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
Signature: X _____ Date: _____		

Huntington Park City Manager's Office  
**City Manager**  
 6550 Miles Avenue  
 Huntington Park, CA 90255  
 (323) 584-6223

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
Signature: X _____ Date: _____		

Huntington Park Office of the City Clerk  
**City Clerk**  
6550 Miles Avenue, Room 148  
Huntington Park, CA 90255  
(323) 584-6230

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
_____		
Signature: X _____		Date: _____

Huntington Park Planning Division  
**Planning Manager**  
6550 Miles Avenue, Room 145  
Huntington Park, CA 90255  
(323) 584-6251

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
_____		
Signature: X _____		Date: _____

Huntington Park Finance Department  
**Finance Manager**  
6550 Miles Avenue, Room 127  
Huntington Park, CA 90255  
(323) 584-6237

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
_____		
Signature: X _____		Date: _____

Huntington Park Building Division  
**Building Official**  
6550 Miles Avenue, Room 145  
Huntington Park, CA 90255  
(323) 584-6315

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
_____		
Signature: X _____		Date: _____

Huntington Park Public Works Dept.  
**Public Works Director / City Engineer**  
6550 Miles Avenue, Room 145  
Huntington Park, CA 90255  
(323) 584-6253

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
_____		
Signature: X _____		Date: _____

Huntington Park Parks and Rec. Dept.  
**Parks and Recreation Director**  
3401 E. Florence Avenue  
Huntington Park, CA 90255  
323-584-6218

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
_____		
Signature: X _____		Date: _____

# Sagrada Familia Church

6401 Rugby Ave. Huntington Park, CA, 90255.

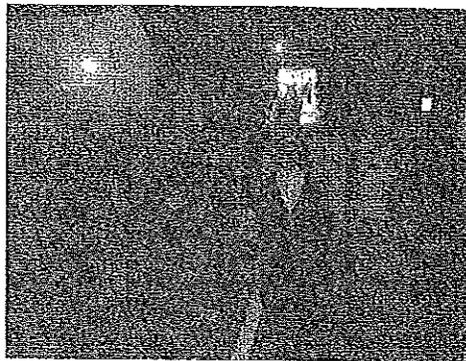
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## Good Friday Procession

Every year since 1992 has been taking place an event which main purpose is to revive a very important tradition from our religious roots: "the Good Friday procession" at the premises of the Sagrada Familia Catholic Church in the city of Huntington Park. About 200 people joins us every year in this religious event, as a symbol of promise, faith and hope for our lord Jesus Christ, and with this act commemorate his death and his sacrifice by being crucified in the cross to redeem all his people from their sins. We believe this is a unique event in the city of Huntington Park, and people from other cities make time to come and join us in the procession. We also count with the presence of our Huntington Park Police department, to ensure security for all our attendees, from beginning to the end of our event.

We start getting ready at 5:00 pm inside of our church, when each member of our congregation takes their place and prepare themselves for the procession. Our group of acolytes holds the "Via Crucis" signs. They are the ones who will be at the front of the procession next to our Bishop: Hector Jerez, our priests and sisters. At 6:00 pm when the Police Department has closed the street where the procession will start, everyone starts forming lines in order to start walking. We start walking around 6:30 pm on Rugby Ave. to cross left on Clarendon, Malabar, Zoe and get back to Rugby again. We finish our event with a solemn mass.

With this procession we contribute to the city of Huntington Park to maintain this heritage of different Latin American cultures, and to teach our young ones values that will take them to be great citizens for this great nation where we live in.

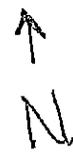


Good Friday Procession, April 2015, Huntington Park.

**PROPOSED STREET  
PROCESSION ROUTE**

**ATTACHMENT: B**

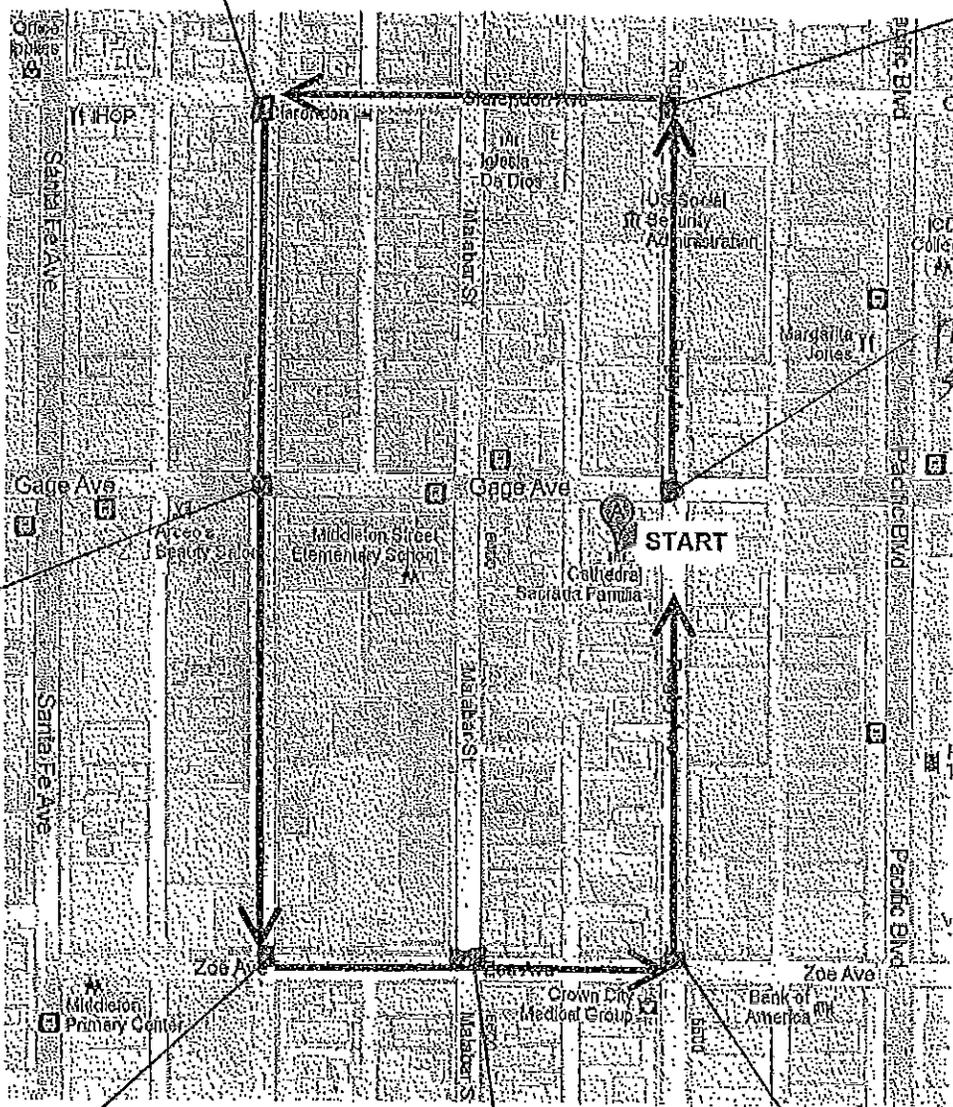
CITY STAFF WILL BE AVAILABLE  
AT EVERY CLOSED 6401 RUGBY AVENUE  
INTERSECTION TO ALLOW  
ACCESS FOR EMERGENCY VEHICLES



proposed street closure

\* THERE WILL BE NO VENDORS  
FOR THE PROPOSED EVENT

proposed  
street  
closure



proposed  
street  
closure

proposed  
street  
closure

proposed  
street  
closure

proposed  
street  
closure

proposed street  
closure

**DEPARTMENTAL  
COST ESTIMATES**

**ATTACHMENT: C**





PUBLIC WORKS DEPARTMENT  
Iglesia Sagrada Familia - Street Procession  
March 25, 2016  
EVENT COST

PERSONNEL									
DATE	JOB DESCRIPTION	HOURS	REG RATE	OVERTIME RATE	# OF STAFF	CLASSIFICATION	SUB TOTAL	GRAND TOTAL	
4/6/2012 Friday 5pm to 10pm	Load and prepare vehicles with traffic control supplies: Barricade, saw horses, cones and delineators. Deploy and erect street closure equipment and proceed with police schedule. Pick up all street closure equipment.	5		\$37.19	2	Maintenance Worker	\$371.90		
		5		\$54.81	1	P.W. Supervisor	\$274.05		
							Sub Total	\$645.95	
							Overhead	\$161.49	
							PERSONNEL TOTAL	\$807.44	\$807.44
<b>EQUIPMENT</b>	Unit #353 Ford F-350 Unit #410 Trailer	5	\$16.34				\$81.70		
							EQUIPMENT TOTAL	\$81.70	\$81.70
<b>MATERIALS</b>									
							MATERIAL TOTAL		
							TOTAL EVENT COST	\$889.14	\$889.14

PREPARED BY: Juan A Preciado  
DATE: February 9, 2016



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

February 16, 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 ACTIVITY IN PUBLIC PLACES PERMIT FOR THE CHAMBER OF COMMERCE'S ANNUAL "CARNAVAL PRIMAVERA" DOWNTOWN STREET FESTIVAL (S16-02).**

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Consider the approval of an Activity in Public Places Permit request from The Greater Huntington Park Area Chamber of Commerce to conduct the annual "Carnaval Primavera" along Pacific Boulevard, between Gage Avenue and Slauson Avenue, on April 1 through April 3, 2016; and/or
2. Discussion and/or action to consider the Chamber of Commerce's request for waiver of City fees and departmental costs for the proposed event.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

City Council approval of an Activity in Public Places Permit (Permit) for the proposed street festival is required due to the request to close the public street, per Huntington Park Municipal Code Section 5-13.02. The Greater Huntington Park Area Chamber of Commerce is requesting the street closure of Pacific Boulevard, between Gage Avenue and Slauson Avenue, on April 1-3, 2016 for the annual "Carnaval Primavera" street festival.

## **FISCAL IMPACT/FINANCING**

The Greater Huntington Park Area Chamber of Commerce (Chamber of Commerce) is responsible for costs incurred by the City related to the street festival. City staff will review the applicable estimated departmental costs with the Chamber prior to the event. The Total Actual Cost will be determined by the City Finance Department after the conclusion of the event. The applicant will pay the entirety of the invoice within 30 days of receiving the invoice.

**APPROVE ACTIVITY IN PUBLIC PLACES PERMIT FOR THE CHAMBER OF COMMERCE'S ANNUAL "CARNAVAL PRIMAVERA" DOWNTOWN STREET FESTIVAL (S16-02).**

February 16, 2016

Page 2 of 3

Staff has provided the following cost estimate for this year's Carnaval Primavera:

Police Department	\$34,849.65
Public Works Department	\$2,047.93
<u>Loss of Parking Meter Revenue</u>	<u>\$3,000.00</u>
<b>Total Estimated Cost to City</b>	<b>\$39,897.58</b>

The Chamber of Commerce is asking for the City's participation as a co-sponsor for the event. Specifically, the Chamber of Commerce is requesting the City's cooperation with authorizing field services for work to be performed during personnel regular working-hours with minimal overtime charged to the Chamber. All City contributions towards the Carnaval Primavera would impact the City's General Fund. The City has appropriated funds within account 111-0240-466.55-42, specifically designated for public events. Funding is contingent upon the Chamber of Commerce submitting documentation satisfying City requirements including, but not limited to, financial hardships.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This year, the street festival will take place on Friday, April 1, 2016 from 5:00 p.m. to 11:00 p.m.; Saturday, April 2, 2016 from 11:00 a.m. to 11:00 p.m.; and Sunday, April 3, 2016 from 10:00 a.m. to 10:00 p.m.

Per the Huntington Park Municipal Code, Section 5-13 (Activities in Public Places), the request to use public streets requires City Council approval. The Police Department, Public Works, Engineering Division, Building and Safety Division, Finance Department, Community Development Department and the Office of the City Clerk have reviewed the application to ensure compliance with applicable federal, state and local regulations.

The "Carnaval Primavera" Downtown Street Festival has been conducted annually by the Chamber of Commerce for over twenty years. The street festival will have amusement rides, exhibits, food booths, arts and crafts and a community health fair. To accommodate the street fair, Pacific Boulevard will be closed to vehicular traffic between Gage Avenue and Slauson Avenue (see Attachment A). Portions of other side streets such as Belgrave Avenue, Randolph Street, and Clarendon Avenue will also be closed for ancillary activities. The street fair is estimated to attract approximately 150,000 people throughout the three (3) day period.

In addition, as part of the new policies, when an event is requested to take place on a street, alley, or if other interruptions of street or sidewalk areas are anticipated, the applicants are required to obtain written consent of at least seventy percent of the businesses, individuals, or parties impacted. As of the date when this report was prepared, the Chamber had not provided City staff the required signatures for this event, however staff will note that they did submit signatures for a similar event with similar impacts to this event.

**APPROVE ACTIVITY IN PUBLIC PLACES PERMIT FOR THE CHAMBER OF COMMERCE'S ANNUAL "CARNAVAL PRIMAVERA" DOWNTOWN STREET FESTIVAL (S16-02).**

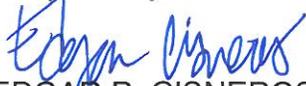
February 16, 2016

Page 3 of 3

**CONCLUSION**

If the City Council approves the Activity in Public Places Permit for the Chamber of Commerce's 2016 "Carnaval Primavera", City staff will meet with the Chamber of Commerce concerning the specifics of the event, including costs and areas of coordination.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



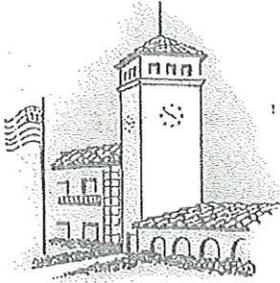
Manuel Acosta  
Economic Development Manager

**ATTACHMENTS**

- A. Activity in Public Places Permit-Application/Layout
- B. Departmental/Agency Cost Estimates

**ACTIVITY IN PUBLIC PLACES  
PERMIT APPLICATION**

**ATTACHMENT: A**



City of  
**HUNTINGTON PARK** california

COMMUNITY DEVELOPMENT DEPARTMENT

6550 MILES AVENUE

HUNTINGTON PARK, CA 90255

TEL: (323) 584-6210 FAX: (323) 584-6244

**ACTIVITY IN PUBLIC PLACES  
PERMIT APPLICATION**

PERMIT NO. 16-02

**FILING FEE:** Minor Events: \$244.19 plus \$10.00 per day; \$81.40 for non-profit entities, plus \$10.00 per day.  
Major Events: \$1,627.88 plus \$10.00 per day; \$542.62 for non-profit entities, plus \$10.00 per day.

1. **APPLICANT** (If the applicant is an organization or business, also include the name of a contact person):  
THE GREATER HUNTINGTON PARK AREA CHAMBER OF COMMERCE

Mailing Address: 6330 PACIFIC BLVD., SUITE 208, HUNTINGTON PARK, CA 90255

Phone 1: 323-585-1155

Phone 2: \_\_\_\_\_

Fax: 323-585-2176

Huntington Park Business License No: N/A

Non-profit organization? Yes  No  If yes, Tax I.D. No?                     

Emergency Contact (name and telephone): LETICIA MARTINEZ (323) 916-1384:                      

2. **ADDRESS / LOCATION OF EVENT/ACTIVITY** (Describe on which portion of the public-right-of-ways the event/activity will take place, i.e. – sidewalk, street alley, etc.):  
PACIFIC BLVD., BETWEEN GAGE AVE. TO SLAUSON AVE.

3. **DESCRIPTION OF EVENT/ACTIVITY** (Describe purpose of event/activity. Include all activities such as meetings, assembly, parade, procession, or entertainment, etc., if more space is needed please attach a separate sheet of paper):

SPECIAL DOWNTOWN EVENT TO SHOWCASE PACIFIC BLVD. SHOPPING DISTRICT. ENTERTAINMENT STAGE.

EXHIBIT BOOTHS, ARTS AND CRAFTS, FOOD BOOTHS, FREE SAMPLINGS. FREE COMMUNITY HEALTH FAIR AND

AMUSEMENT RIDES.

4. **DATE(S) OF EVENT/ACTIVITY:**

APRIL 1, 2 AND 3, 2016.

5. **TIME(S) OF EVENT/ACTIVITY (for each day):**

FRIDAY: 5:00 P.M. TO 11:00 P.M. / SATURDAY: 11:00 A.M. TO 11:00 P.M. / SUNDAY: 10:00 A.M. TO 10:00 P.M.

6. **Have you conducted this event/activity in the past twelve (12) months, in this or a neighboring city?**

Yes  No  If yes, where? ON PACIFIC BLVD. BETWEEN FLORENCE AVE. TO RANDOLPH ST.

Date(s) OCTOBER 2, 3 AND 4, 2015.

7. Have you requested or obtained a permit from any other city within which the proposed event/activity shall commence, terminate or occur in part?

Yes  No  If yes, which city? N/A

8. Number of persons expected to attend proposed event/activity? 150,000

9. Number and type of vehicles, equipment and animals that will be used at the proposed event/activity?

NONE

10. Will there be vendors that will be participating in the event/activity?

Yes  No  If yes, how many? APPROXIMATELY 40

11. Do you have insurance for the proposed event/activity?

Yes  No  If yes, provide information and attach proof: STATE FARM INSURANCE

12. Applicant's authorized representative(s) for management of event/activity. If more than one, please list on a separate sheet of paper. (Note: Applicant or authorized representative(s) must be present at all times during the event/activity)

Representative's Name: LETICIA MARTINEZ, EXECUTIVE DIRECTOR/CEO

Contact Number: [REDACTED]

Mailing Address: 6330 PACIFIC BLVD., SUITE 208, HUNTINGTON PARK, CA 90255

**Please Note:**

- *Submittal of a plan/map showing the location of the event/activity, including pedestrian and/or vehicle circulation is required.*
- *A fully completed application with all required approvals must be submitted to the Community Development Department a minimum of thirty (30) days prior to the date of the event/activity, or a minimum of ninety (90) days prior to the date of the event/activity if City Council approval is required.*

**CERTIFICATE AND AFFIDAVIT OF APPLICANT:** I/We understand and agree to abide by all of the Activity in Public Places Permit regulations of the City of Huntington Park and any other conditions imposed for the event/activity requested. I/We certify that all statements made on this application are true and complete. I/We understand that any false statement may result in denial of the requested permit or revocation of any issued permit.

[REDACTED SIGNATURE]

Applicant's Signature

JANUARY 11, 2016

Date

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

**FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE**

Date Submitted: \_\_\_\_\_

Received By: \_\_\_\_\_

Filing Fee: TO BE DETERMINED BY FINANCE DEPT.

Receipt No.: \_\_\_\_\_

City Council Approval Required? No  Yes  if yes, tentative meeting date? \_\_\_\_\_

Departmental/Division Approvals Required:

- |   |  |   |                                      |
|---|--|---|--------------------------------------|
| <input checked="" type="checkbox"/> Police Department   | <input checked="" type="checkbox"/> City Clerk | <input checked="" type="checkbox"/> Revenue Collections | <input type="checkbox"/> Engineering |
| <input checked="" type="checkbox"/> Building and Safety | <input checked="" type="checkbox"/> Planning   | <input checked="" type="checkbox"/> Field Services      |                                      |

Outside Agency Approvals Required:

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> L.A. County Fire Dept. | <input checked="" type="checkbox"/> L.A. County Health Dept. | <input type="checkbox"/> Dept. of Alcoholic Beverage Control (ABC) |
|--|--|--|



**CITY OF HUNTINGTON PARK**  
 Community Development Dept. • Planning Division  
 6550 Miles Avenue, Huntington Park, CA 90255  
 Tel. (323) 584-6210 • planning@hpca.gov

# DEPARTMENTS / AGENCIES REVIEW CHECKLIST

## ACTIVITY IN PUBLIC PLACES PERMIT APPLICATION

PERMIT NO. \_\_\_\_\_

The Community Development Department requires proof of approval from the following departments/agencies that are checked:

Los Angeles County Fire Department  
**Fire Prevention Division**  
 Inspector Hours: 7:00 a.m. - 10:00 a.m.  
 3161 E. Imperial Hwy.  
 Lynwood, CA 90255  
 (310) 603-5258

Approved     Not Approved     No Approval Necessary

Approved w/ Conditions - Comments: \_\_\_\_\_

\_\_\_\_\_  
 Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Los Angeles County Health Department  
**Environmental Health Specialist**  
 245 S. Fetterly Avenue, Room 2014  
 Los Angeles, CA 90022  
 (323) 780-2272

Approved     Not Approved     No Approval Necessary

Approved w/ Conditions - Comments: \_\_\_\_\_

\_\_\_\_\_  
 Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

State Dept. of Alcoholic Beverage Control  
**Duty Investigator**  
 3530 Wilshire Blvd., Suite 1110  
 Los Angeles, CA 90010  
 (213) 736-2005

Approved     Not Approved     No Approval Necessary

Approved w/ Conditions - Comments: \_\_\_\_\_

\_\_\_\_\_  
 Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Huntington Park Police Department  
**Watch Commander**  
 6542 Miles Avenue  
 Huntington Park, CA 90255  
 (323) 584-6254

Approved     Not Approved     No Approval Necessary

Approved w/ Conditions - Comments: \_\_\_\_\_

\_\_\_\_\_  
 Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Huntington Park City Manager's Office  
**City Manager**  
 6550 Miles Avenue  
 Huntington Park, CA 90255  
 (323) 584-6223

Approved     Not Approved     No Approval Necessary

Approved w/ Conditions - Comments: \_\_\_\_\_

\_\_\_\_\_  
 Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Huntington Park Office of the City Clerk  
**City Clerk**  
6550 Miles Avenue, Room 148  
Huntington Park, CA 90255  
(323) 584-6230

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
_____		
Signature: X _____ Date: _____		

Huntington Park Planning Division  
**Planning Manager**  
6550 Miles Avenue, Room 145  
Huntington Park, CA 90255  
(323) 584-6251

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
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Signature: X _____ Date: _____		

Huntington Park Finance Department  
**Finance Manager**  
6550 Miles Avenue, Room 127  
Huntington Park, CA 90255  
(323) 584-6237

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
_____		
Signature: X _____ Date: _____		

Huntington Park Building Division  
**Building Official**  
6550 Miles Avenue, Room 145  
Huntington Park, CA 90255  
(323) 584-6315

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
_____		
Signature: X _____ Date: _____		

Huntington Park Public Works Dept.  
**Public Works Director / City Engineer**  
6550 Miles Avenue, Room 145  
Huntington Park, CA 90255  
(323) 584-6253

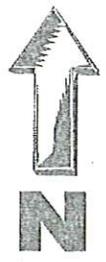
<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
_____		
Signature: X _____ Date: _____		

Huntington Park Parks and Rec. Dept.  
**Parks and Recreation Director**  
3401 E. Florence Avenue  
Huntington Park, CA 90255  
323-584-6218

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> No Approval Necessary
<input type="checkbox"/> Approved w/ Conditions - Comments: _____		
_____		
Signature: X _____ Date: _____		

SLAUSON AVE.

BLOCK #1



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The Greater H.P. Area  
CHAMBER OF COMMERCE

PRESENTS

23rd Annual

CARNAVAL



PRIMAVERA  
Downtown Festival

April 1, 2 and 3, 2016

1 \_\_\_\_\_  
3 \_\_\_\_\_  
5 \_\_\_\_\_

portables



FRANK YOUNG CITY

1 


 2  
3 


 4  
5 


 6

\_\_\_\_\_ 2  
\_\_\_\_\_ 4  
\_\_\_\_\_ 6

BELGRAVE AVE.

Stage  
Entertainment  
Loading & Unloading

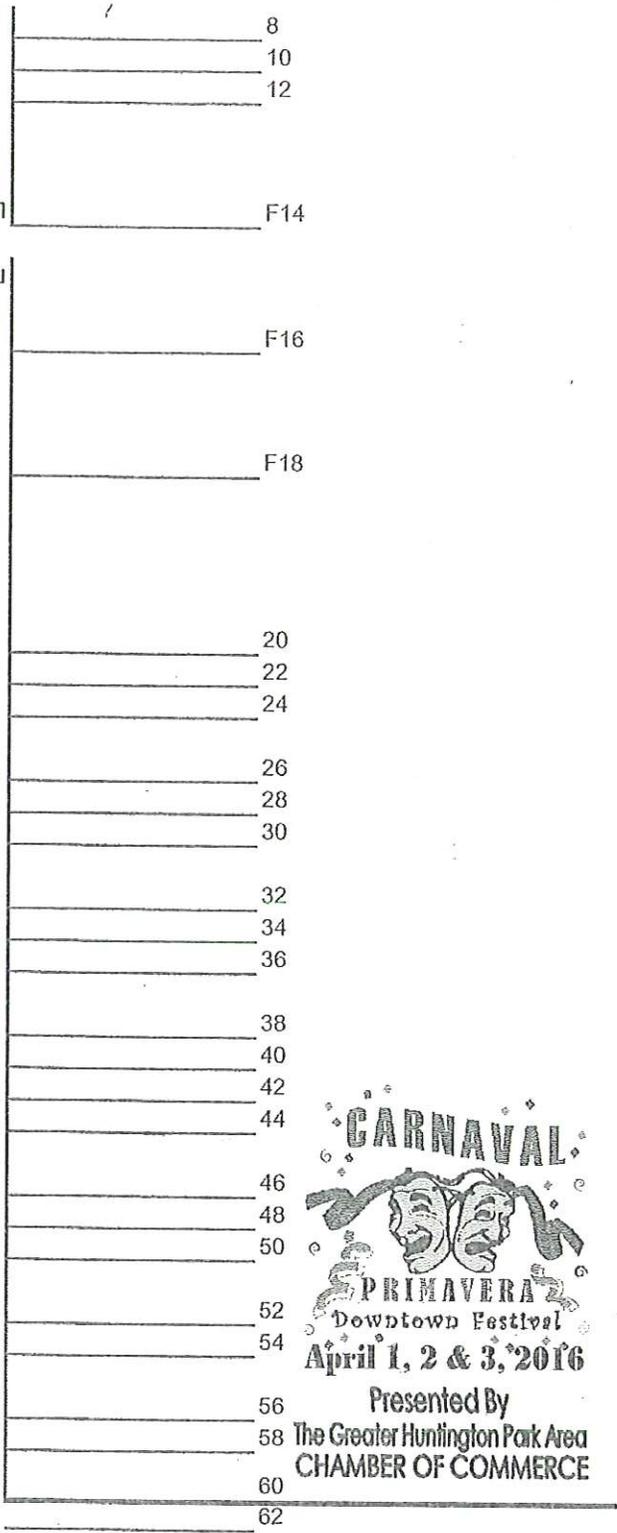
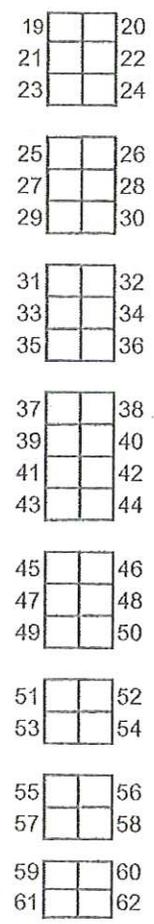
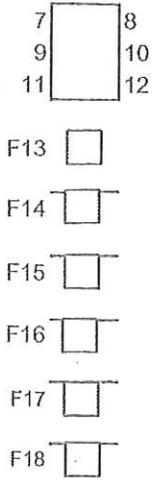
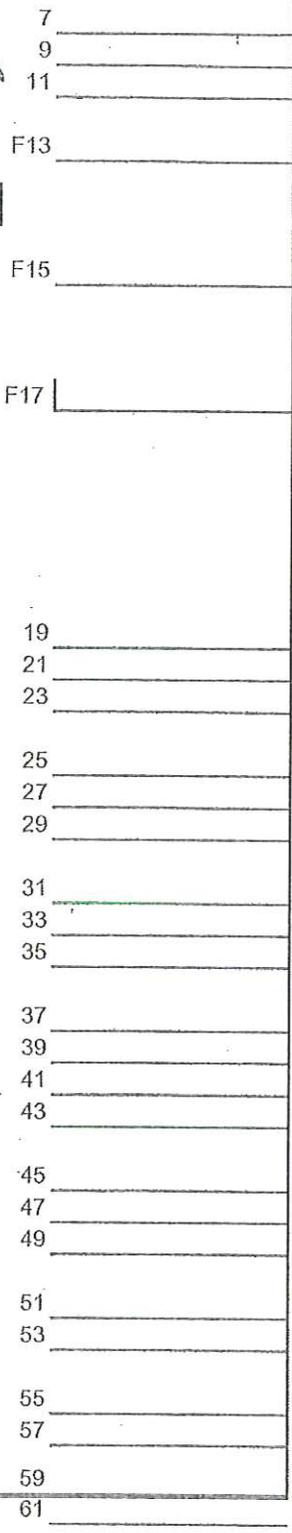
portables

# BLOCK #2

Trash Roll Off

BELGRAVE AVE.

Stage A  
Dressing Room  
Equipment Loading & Unloading



RANDOLPH STREET  
RANDOLPH STREET

portables

Rock Climber

Hammer  
Boat  
Tiva  
Tree

**CARNAVAL**

**PRIMAVERA**  
Downtown Festival  
April 1, 2 & 3, 2016

Presented By  
The Greater Huntington Park Area  
**CHAMBER OF COMMERCE**

**BLOCK #3**

RANDOLPH STREET

RANDOLPH STREET

portables

Rock Climber

Chamber Bath

Live Food

63  
65  
67  
69  
71  
73  
75  
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63 64  
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N



The Greater Huntington Park Area CHAMBER OF COMMERCE

Live Street Performers



Ice Cream Car

Police Command Post

F105

F105

F106

F106

F107

F107

F108

F108

F109

F109

111

111 112

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113 114

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SINK

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123 124

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124

Trash Roll Off

Petting Zoo

CLARENDON AVE.

Ponies

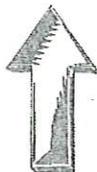
BLOCK #4

Trash Roll Off

Petting Zoo

CLARENDON AVE.

Ponies



N

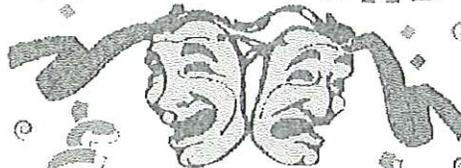
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The Greater H.P. Area  
CHAMBER OF COMMERCE

PRESENTS

23rd Annual

CARNAVAL



PRIMAVERA

Downtown Festival

April 1, 2 and 3, 2016

GAGE AVE.

**DEPARTMENTAL  
COST ESTIMATES**

**ATTACHMENT: B**

**CITY OF HUNTINGTON PARK  
PUBLIC WORKS DEPARTMENT  
Primavera Downtown Festival April 1, 2 & 3, 2016  
Event Cost**

PERSONNEL									
DATE	JOB DESCRIPTION	HOURS	REG RATE	OVERTIME RATE	# OF STAFF	CLASSIFICATION	SUB TOTAL	GRAND TOTAL	
3/30/2016 Wednesday	Deliver delineators at assigned locations, for posting of No Parking at Pacific Blvd (10:00 AM.)	2	\$24.79		2	Maintenance Workers	\$99.16		
3/31/2016 Thursday	Deliver barricades, cones, delineators & event signs at assigned locations for street closure (8:00 AM.)	4	\$24.79		4	Maintenance Workers	\$396.64		
3/31/2016 Thursday	Set up and close all left turn pockets and assist with street closure (5PM.)	3		\$37.19	2	Maintenance Workers	\$223.14		
		3		\$54.81	1	PW Supervisor	\$162.00		
4/1/2016 Friday	Pick up all delineators from Pacific Blvd (8:00 AM.)	2	\$24.79		2	Maintenance Workers	\$99.16		
4/4/2016 Monday	Pick up all barricades, cones, delineators, and event signs (7:00 AM.)	4	\$24.79		4	Maintenance Workers	\$396.64		
							Sub Total	\$1,376.74	
							Overhead	\$344.19	
							PERSONNEL TOTAL	\$1,720.93	\$1,720.93
							25.0%		
EQUIPMENT	TYPE	HOURS	HOURLY RATE						
Unit 349/409	Ford F-150 w/ trailer (409)	4	\$20.39						
Unit 353/410	Ford F450 w/ trailer (410)	8	\$20.39						
Unit 346	Chevrolet Stake bed	2	\$20.39						
<b>EQUIPMENT TOTAL</b>							\$327.00		\$327.00
MATERIALS									
		QTY.	RATE						
<b>MATERIAL TOTAL</b>									
<b>TOTAL EVENT COST</b>							\$2,047.93		\$2,047.93
<b>TOTAL OVERTIME PERSONNEL COST</b>							\$388.14		\$388.14

PREPARED BY: Juan A Preciado  
DATE: February 9, 2016



				<b>Officer</b>	<b>Officers</b>	
--	--	--	--	----------------	-----------------	--

<b>Carnaval Primavera 2016 (Sunday)</b>						
<b>Position</b>	<b>Hourly Rate</b>	<b>Overtime Rate 150%</b>	<b>Hours Worked</b>	<b>Total of Hours Worked Per Officer</b>	<b>Total # Of Officers</b>	
Police Lieutenant	\$ 61.71	\$ 92.57	12.00	\$1,110.78	1	\$1,110.78
Police Sergeant	\$ 55.03	\$ 82.55	12.00	\$990.54	1	\$990.54
Police Sergeant	\$ 55.03	\$ 82.55	10.00	\$825.45	1	\$825.45
Police Sergeant	\$ 55.03	\$ 82.55	7.00	\$577.82	1	\$577.82
Senior Officer	\$ 48.83	\$ 73.25	10.00	\$732.45	6	\$4,394.70
Senior Officer	\$ 48.83	\$ 73.25	7.00	\$512.72	10	\$5,127.15
Comm Operator (Dispatcher)	\$ 31.59	\$ 47.39	10.00	\$473.85	1	\$473.85
<b>Total Projected Overtime</b>						<b>\$13,500.29</b>

<b>Total Projected Overtime Grand Total</b>	<b>\$34,849.65</b>
---	--------------------

The conditions are as follow:  
 The Police Department approval is contingent upon the listed conditions being met, coupled with the decisions reached during the planning process.  
 The Police Department has the descretion to increase or decrease staffing based on the final event plan presented  
 The Police Department has final approval of the security deployment plan  
 All vendors will be required to obtain a City of Huntington Park business license  
 Alcohol sales or sampling will not be permitted anytime before, during, or after the event without submittal of the proper licenses  
 Code Enforcement, Licensing, and Costs associated with City Yard employees are not part of this estimate.

\*\*\*\*To accomplish the street closures, we will require a minimum of 4 city yards employees, to assist in delivering and setting up the barricades, signs, etc.. \*\*\*\*

**THIS IS A PRELIMINARY ESTIMATE**

**THIS ESTIMATE IS SUBJECT TO CHANGE BASED ON THE AVAILABILITY OF ON DUTY PERSONNEL AND CHANGING CONDITIONS IN THE EVENT PLANNING**

Position
Police Lieutenant
Police Sergeant
Police Sergeant
Senior Officer
Comm Operator (Dispatcher)

Position
Police Lieutenant
Police Sergeant
Police Sergeant
Senior Officer
Senior Officer
Comm Operator (Dispatcher)

<b>Position</b>
Police Lieutenant
Police Sergeant
Police Sergeant
Police Sergeant
Senior Officer
Senior Officer
Comm Operator (Dispatcher)

The conditions are as follow:  
 The Police Department approval is contingent  
 The Police Department has the descretion to in  
 The Police Department has final approval of th  
 All vendors will be required to obtain a City of  
 Alcohol sales or sampling will not be permitte  
 Code Enforcement, Licensing, and Costs assoc

\*\*\*\*To accomplish the street closures, we will requi

**THIS ESTIMATE IS SUBJECT TO CHANGE BA**



## CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

February 16, 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:

**ORDINANCES AMENDING 1) TITLE 9, CHAPTER 3, ARTICLE 23, 2) SECTION 9-4.302, 3) TITLE 4, CHAPTER 7, ARTICLE 19, AND 4) TITLE 3, CHAPTER 1, BY ADDING ARTICLE 24, OF THE HUNTINGTON PARK MUNICIPAL CODE RELATED TO MEDICAL MARIJUANA CULTIVATION ESTABLISHMENTS, MEDICAL MARIJUANA DISPENSARIES, AND MARIJUANA DELIVERY**

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Conduct a public hearing;
2. Consider public testimony and staff's analysis;
3. Approve first reading, waive further reading, and introduce Ordinance No. 2016-945, amending Title 9, Chapter 3, Article 23, and Section 9-4.302;
4. Approve first reading, waive further reading and introduce Ordinance No. 2016-946 amending Title 4, Chapter 7, Article 19, and Title 3, Chapter 1, by adding Article 24, of the Huntington Park Municipal Code related to Medical Marijuana Cultivation establishments and Medical Marijuana Dispensaries; and
5. Schedule the adoption of both Ordinance No. 2016-945 and Ordinance No. 2016-946, as described above, for the March 15, 2016 City Council meeting.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

### ***State Medical Marijuana Laws***

In 1996, voters of the State of California approved Proposition 215, known as the California Compassionate Use Act. The Compassionate Use Act made it legal for patients and their primary caregivers to possess and cultivate cannabis for their personal medical use so long as a licensed physician recommended it or approved it.

In 2004, Senate Bill (SB) 420, allowed patients to form medical cultivation “collectives” or “cooperatives” and established a voluntary state identification card system. SB 420 also set quantity guidelines for patients who possess and cultivate medical marijuana. By establishing these quantity guidelines, patients in possession of medical marijuana would be legally protected from arrest.

### ***Huntington Park Municipal Code***

Currently, the Huntington Park Municipal Code (HPMC) prohibits medical marijuana dispensaries pursuant to HPMC Title 9, Chapter 3, Article 23, subsection 9-3.2301.

The HPMC does not list medical marijuana cultivation uses in either the Commercial Zones or the Manufacturing/Industrial Zone. Since the HPMC does not provide for marijuana cultivation, it has been determined that marijuana cultivation is a prohibited use pursuant to HPMC subsection 9-4.302, which states that “uses that are not listed shall be expressly prohibited, unless the Director determines the use to be similar in nature and class to other uses listed.”

### ***Recent State Medical Marijuana Laws***

SB 643, which was approved by the Governor of California in October of 2015, established a governing body, a track and trace program for reporting movement of medical marijuana, among other requirements for medical marijuana.

AB 266, which was also approved by the Governor of California in October of 2015, creates a licensure and regulation program for medical marijuana.

Lastly, AB 243, also approved in October of 2015, places the Department of Food and Agriculture (DFA) in charge of State licensing and provides for regulations of indoor and outdoor medical marijuana cultivation.

### ***Code Amendments***

The proposed code amendments will amend four sections in the HPMC. The first section amended will be article 23 of chapter 3 within title 9 of the City’s Zoning Code.

The second section amended will be section 9-4.302 of the City's Zoning Code. The third section amended will be article 19 of chapter 7 within title 4 of the HPMC. The fourth section amended will be article 24 of chapter 1 within title 3 of the HPMC.

### ***Zoning Code Amendment***

The proposed amendment to Title 9, Chapter 3, Article 23 will repeal the existing ban on medical marijuana businesses, which are defined in the proposed code amendments to include both dispensaries and cultivation facilities, and will establish purpose, definitions, applicability, location criteria, and enforcement requirements on such uses. Copies of the draft language can be found in exhibit A of the staff report.

The purpose of the amendment will be to establish a permitting process to allow medical marijuana businesses within certain parts of the City. In addition, the amendment would create definitions that will only allow marijuana businesses that are associated with medical reasons specifically outlined in the Health & Safety Code of the State of California.

It is worth noting that the Zoning Code would also include language under the proposed amendment that would require all persons intending to operate a medical marijuana business within the City to comply with all requirements of the proposed amendment to title 3, chapter 1, article 24. The amendment to article 24 will establish a permitting process for medical marijuana businesses.

The proposed amendment would also amend the allowable uses table (Table IV-8) in Section 9-4.302 to include "medical marijuana business" within the list of permitted uses. Table IV-8 only applies to the MPD zone, thus all proposed medical marijuana businesses would only be permitted in the City's industrial/manufacturing zone.

### ***Public Safety Amendment***

The proposed amendment to title 4 will create application review processes, which will be led by the City's Police Department. The permit and review processes will apply to medical marijuana dispensaries, delivery services, and cultivation businesses.

Review of the permit applications will be by the City Council, which will be the final approval body on all medical marijuana permits.

### ***Finance Amendment***

The amendment to title 3 will create a Medical Marijuana Business Permit requirement and review process. The intent of this amendment is to regulate the location and operation of medical marijuana businesses within the City of Huntington Park. The amendment would require an application and review process for anyone proposing to

operate a medical marijuana business. The business permit would be reviewed by the City Council, which will be the final approval body for all medical marijuana businesses' permit applications.

The proposed amendment would also limit the number of business permits allowed to a maximum of three. Also proposed are regulatory fees and seller's permit (State Board of Equalization) requirements. It is worth noting that all City fees would be established by the City Council. In addition, fifteen percent of revenues collected by the City will be set aside for the use of funding Youth and Senior related programs via a discretionary City Council fund that will be created subsequent to the approval of the ZOA. An additional fifteen percent of the revenues collected by the City will be set aside for the use to lower or prevent future water rate increase via a discretionary City Council fund that will be created subsequent to the approval of the ZOA.

### ***Planning Commission Meeting***

On February 8, 2016, the Planning Commission considered a portion of the proposed code amendments. Specifically, the Planning Commission considered the code amendments pertaining to the City's Zoning Code, which are codified under Title 9, Chapter 3, Article 23 and Section 9-4.302. The amendments presented to Planning Commission would determine if Medical Marijuana businesses would be permissible uses within the City's Industrial/Manufacturing Planned Development (MPD) Zone.

During the Planning Commission meeting, the Planning Commission raised the following concerns:

- Surrounding Cities approach to Medical Marijuana;
- Huntington Park Police Department input/Business Security;
- Community impacts;
- State mandated amendment

In response to the Commission's concerns, they were informed that surrounding Cities have been typically prohibiting medical marijuana uses. As part of this code amendment, the Huntington Park Police Department will be able to provide comments on all applications. In addition, the City will require security measures, including, but not limited to, having private security monitor the site, limiting hours of operation, and surveillance system access. The proposed amendment would limit medical marijuana businesses to the City's MPD zone only. By restricting these types of businesses to the MPD zone, it is anticipated that community impacts will be reduced given the fact that the MPD zone commonly does not have sensitive receptors, such as schools, residential uses, or religious institutions within close proximity. In addition, the Commission was informed that permits for such establishments would be limited to a maximum of three in order to safeguard the community. Lastly, it was clarified that the

proposed amendment originally was triggered by a State Law deadline; however, since the original Law change, the State has passed an amendment removing the deadline for Cities to address marijuana cultivation. As a result, the amendments are not being mandated by the State.

After the public hearing, the Planning Commission voted in favor of recommending approval of the proposed code amendment to the City Council with three Commissioners in favor, one Commissioner abstaining and one Commissioner absent.

### **FISCAL IMPACT/FINANCING**

Potential revenue from collection of application fees as well as licensing fees, staff projects an annual positive revenue impact of approximately \$750,000. It is also anticipated that two separate funds will be created from revenue collected from these businesses. From each approved business, 15% of fees collected will be set aside for the use of Youth Educational and/or Senior programs and 15% of fees collected will fund a Residents Water Rate Fund account for the City Council's discretionary use to lower and/or prevent water rate increase.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

#### ***Zoning Ordinance Amendment Findings***

It is not anticipated that the proposed amendment to the Zoning Code will create an adverse impact to public health, welfare and safety. The overall goal of the proposed amendment is the orderly development of City's MPD zone in a manner that is consistent with the City's General Plan and, more specifically, with the community's vision.

Pursuant to HPMC Section 9-2.1407(2), an amendment to the Zoning Code may be approved only if all of the following findings are made.

All four findings can be made in support of the proposed ZOA. They are as follows:

- 1) The proposed amendment is consistent with the General Plan ***in that the Zone Ordinance Amendment will be consistent with Goal 1.0, Policy 1.3, by providing for a mix of land uses which meets the diverse needs of all Huntington Park residents, offers a variety of employment opportunities, and allows for the capture of regional goal by providing for an expanded industrial base and creating new areas for compatible industrial uses through both redevelopment and private enterprise. By amending the Municipal Code, the industrial/ manufacturing zones will be allowed to establish medical marijuana businesses and provide residents requiring medical marijuana with local sources.***

- 2) The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the City ***in that the permitting process for medical marijuana establishments will be required to comply with all municipal requirements and will be required to go through a review process involving Public Safety, Finance, Planning, and City Council. In addition, medical marijuana establishments will be restricted to the industrial/manufacturing zone with a maximum of 3 permits being issued.***
- 3) The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA), and the City's Guidelines ***in that the proposed Zone Ordinance Amendment has been determined to be exempt from environmental review under CEQA Guidelines pursuant to section 15061 (b) (3) (General Rule) due to the fact that there is no possibility that the project may have significant effect on the environment.***
- 4) The proposed amendment is internally consistent with other applicable provisions of this Code ***in that the proposed amendment will be consistent with other Code provisions and applications for medical marijuana permits will be reviewed on a case-by-case basis to ensure compliance with all Municipal Code requirements.***

## **CONCLUSION**

Based on recent State Law changes, medical marijuana businesses have been gaining traction at the State level. The recent State Law changes have caused many California cities to revise their medical marijuana regulations, creating permissible medical marijuana uses. The proposed code amendments will establish criteria in which future requests for medical marijuana businesses will be required to go through a review process, which will require City Council final approval. Ultimately, the proposed code amendments will retain jurisdiction of the permitting process at the local level. The proposed code amendments require medical marijuana businesses to fully comply with several public health, safety, and welfare protections, including but not limited to the following:

- 1) 24-hour onsite armed security
- 2) 24-hour security surveillance
- 3) 24-hour professionally monitored alarm systems
- 4) Prohibited onsite cash handling by medical marijuana business staff
- 5) Limited hours of operation
- 6) Limited locations of operation
- 7) Controls to ensure medical marijuana is only distributed to qualified patients and/or primary caregivers

8) Submission to a criminal background check

The proposed code amendments have also taken into consideration the potential for future State Law changes pertaining to recreational marijuana use, and included provisions that will retain local control over such potential future use. It is reasonable to assume that the ZOA will allow the City to permit medical marijuana establishments within the MPD Zone and minimize potential impacts to the community. Lastly, the new medical marijuana regulations will provide additional funding to address local community needs.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager

**ATTACHMENTS**

- A: Draft City Council Ordinance No. 2016-945
- B: Draft City Council Ordinance No. 2016-946
- C: PC Resolution No. 2016-04

**ORDINANCE NO. 2016-945**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPROVING ZONE ORDINANCE AMENDMENT (ZOA CASE NO. 2016-04 AMENDING ARTICLE 23 OF TITLE 9, CHAPTER 3, AND SECTION 9-4.302 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO MEDICAL MARIJUANA DISPENSARIES AND MARIJUANA CULTIVATION**

**WHEREAS**, the City of Huntington Park (the “City”) has duly initiated Zone Ordinance Amendment (ZOA Case No. 2016-04) pertaining to the City of Huntington Park Planning and Zoning Code (the “City Zoning Code”);

**WHEREAS**, under the existing City Zoning Code, the City expressly prohibits medical marijuana dispensaries Citywide;

**WHEREAS**, the City Zoning Code and City Municipal Code do not expressly address or regulate the existence or location of marijuana cultivation;

**WHEREAS**, under the principles of permissive zoning, the existing City Zoning Code prohibits marijuana cultivation Citywide;

**WHEREAS**, in 1996, with the adoption of Proposition 215, the California voters approved the Compassionate Use Act (Health and Safety Code § 11362.5) to grant seriously ill Californians the right to obtain and use marijuana for medical purposes where that medical use is deemed appropriate and has been recommended by a physician, without fear of criminal prosecution under limited, specified circumstances;

**WHEREAS**, subsequent State legislation sought to clarify the scope of the Compassionate Use Act and provide additional statutory guidance regarding medical marijuana use, these statutes are codified at Health and Safety Code § 11362.7 et seq. and allow cities and counties to adopt supplemental rules and regulations;

**WHEREAS**, in 2011, Assembly Bill 1300 was adopted and codified as Health & Safety Code Section 11362.83 to clarify that cities are free to adopt and enforce local ordinances that regulate the location, operation, or establishment of medical marijuana cooperatives or collectives;

**WHEREAS**, in City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc. (2013) 56 Cal.4<sup>th</sup> 729, the California Supreme Court held that “[n]othing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land.” Additionally, in Maral v. City of Live Oak (2013) 221 Cal.App.4<sup>th</sup> 975, the Court of Appeal held that “there is no right – and certainly no constitutional right – to cultivate medical marijuana. . . .” The

Court in Maral affirmed the ability of a local governmental entity to regulate the cultivation of marijuana under its land use authority;

**WHEREAS**, on October 9, 2015 Governor Brown signed 3 bills into law (AB 266, AB 243, and SB 643) which collectively are known as the Medical Marijuana Regulation and Safety Act (hereafter “MMRSA”). The MMRSA set up a State licensing scheme for commercial medical marijuana uses while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a State license. The MMRSA allows the City to regulate commercial medical marijuana activities and marijuana cultivation;

**WHEREAS**, it is the desire of the City Council that City residents suffering from life threatening or serious illnesses have access to a safe and affordable supply of medical marijuana;

**WHEREAS**, it is the desire of the City Council to permit and regulate medical marijuana dispensaries and medical marijuana cultivation within the City and establish a permitting process in order to impose regulations that will allow for a limited number of regulated medical marijuana dispensaries and cultivation sites to operate within the City while protecting the peace, health, safety and welfare of patients, and the community as a whole, so long as such activities comply with all applicable local and state laws;

**WHEREAS**, it is the City Council's intention that nothing in this ordinance shall be construed to allow persons to engage in conduct that endangers others or causes a public nuisance, to allow the use of marijuana for non-medical purposes, or to allow any activity relating to marijuana that is otherwise illegal and not permitted by state or local law;

**WHEREAS**, based on the foregoing, the City wishes to amend the City Zoning Code to allow medical marijuana dispensaries and marijuana cultivation in certain City zones;

**WHEREAS**, the Planning Commission of the City of Huntington Park, after giving notice thereof as required by law, held a public hearing on February 8, 2016 concerning Zone Ordinance Amendment (ZOA Case No. 2016-04), carefully considered all pertinent testimony and the staff report offered in the case as presented, and recommended City Council approval;

**WHEREAS**, the City Council held a duly noticed public hearing on this Ordinance on February 16, 2016, at which time it considered all evidence presented, both written and oral.

**NOW, THEREFORE**, the City Council of the City of Huntington Park does hereby ordain as follows:

**SECTION 1.** Findings and Purpose. The City Council finds and declares that the above recitals are true and correct and hereby incorporate them herein by this reference.

**SECTION 2.** Authority. This ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including but not limited to Article XI, Section 7 of the California Constitution, the Compassionate Use Act, the Medical Marijuana Program, and The Medical Marijuana Regulation and Safety Act.

**SECTION 3.** Article 23 of Title 9, Chapter 3, of the Huntington Park Municipal Code, entitled "Medical Marijuana Dispensaries," is hereby amended to read in its entirety as follows:

**Article 23. Medical Marijuana Businesses**

**9-3.2301 Purpose.**

**9-3.2302 Definitions.**

**9-3.2303 Applicability.**

**9-3.2304 Medical Marijuana Businesses in the MPD Zones.**

**9-3.2305 Declaration of public nuisance.**

**9-3.2301 Purpose.**

The purpose of this article is to establish the permitted siting and operation of medical marijuana businesses, as defined in this article, in the City.

**9-3.2302 Definitions.**

"Industrial Marijuana Cultivation, Processing, Manufacturing Facility" hereinafter "cultivation and manufacturing facility" shall mean any facility used for cultivating, warehousing, storing, processing and/or manufacturing more than 48 ounces of dried marijuana, and/or cultivating or storing medical marijuana in an area greater than 50 square feet of total area within one parcel of land. Any establishment engaged in, permitted to be engaged in or carrying on any medical marijuana cultivation, processing, or manufacturing or other activity mentioned in this Article shall be deemed a cultivation and manufacturing facility.

"Marijuana" shall have the same definition as set forth in California Health and Safety Code Section 11018. Marijuana shall also include any marijuana-infused product and any product manufactured from marijuana.

"Marijuana cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.

"Medical marijuana" means marijuana authorized in strict compliance with Health & Safety Code §§ 11362.5, 11362.7 et seq., as such sections may be amended

from time to time. Medical marijuana shall also include any marijuana-infused product and any product manufactured from marijuana.

“Medical marijuana business” shall mean a medical marijuana dispensary, cultivation and manufacturing facility, or joint dispensary and cultivation and manufacturing facility.

“Medical marijuana dispensary” or “dispensary” shall mean any association, cooperative, affiliation, or collective of persons that offers medical marijuana or medical marijuana products, either individually or in any combination, for retail sale, including an establishment that delivers, medical cannabis and medical cannabis products as part of a retail sale. A dispensary shall not include dispensing by primary caregivers to qualified patients in the following locations, so long as the location of the clinic, health care facility, hospice, or residential care facility is otherwise permitted by the Municipal Code or by applicable state laws

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the state Health and Safety Code;
2. A health care facility licensed pursuant to Chapter Two of Division 2 of the state Health and Safety Code;
3. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the state Health and Safety Code;
4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the state Health and Safety Code;
5. A residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the state Health and Safety Code;

provided that any such clinic, health care facility, hospice or residential care facility complies with applicable laws, including, but not limited to, Health and Safety Code § 11362.5.

“Person” means any individual, firm, corporation, partnership, association, club, society, cooperative, or other organization. The term “person” shall also include any owner, manager, proprietor, employee, volunteer, salesperson, or other individual responsible for any degree of operation.

"Primary Caregiver" shall have the same definition as California Health and Safety Code Section 11362.7, and as may be amended, and which defines "Primary Caregiver" as an individual designated by a qualified patient or by a person with an identification card who has consistently assumed responsibility for the housing, health, or safety of that patient or person, and may include any of the following:

1. In any case in which a qualified patient or person with an identification card receives medical care or supportive services, or both, from a clinic licensed pursuant to Chapter 1 (commencing with Section 1200) of Division 2 of the California Health and Safety Code; a health care facility licensed pursuant to Chapter 2 (commencing with Section 1250) of Division 2 of the California Health and Safety Code; a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 (commencing with Section 1568.01) of Division 2 of the California Health and Safety Code; a residential care facility for the elderly licensed pursuant to Chapter 3.2 (commencing with Section 1569) of Division 2 of the California Health and Safety Code; a hospice, or a home health agency licensed pursuant to Chapter 8 (commencing with Section 1725) of Division 2 of the California Health and Safety Code; the owner or operator, or no more than three employees who are designated by the owner or operator, of the clinic, facility, hospice, or home health agency, if designated as a primary caregiver by that qualified patient or person with an identification card.

2. An individual who has been designated as a primary caregiver by more than one qualified patient or person with an identification card, if every qualified patient or person with an identification card who has designated that individual as a primary caregiver resides in the same city or county as the primary caregiver.

3. An individual who has been designated as a primary caregiver by a qualified patient or person with an identification card who resides in a city or county other than that of the primary caregiver, if the individual has not been designated as a primary caregiver by any other qualified patient or person with an identification card.

"Qualified patient" shall have the same definition as California Health and Safety Code Section 11362.7 et seq., and as may be amended, and which means a person who is entitled to the protections of California Health & Safety Code Section 11362.5. For purposes of this ordinance, qualified patient shall include a person with an identification card, as that term is defined by California Health and Safety Code Section 11362.7 et seq.

### **9-3.2303 Applicability.**

Any person intending to operate a medical marijuana business within the City shall comply with this article in its entirety. Additionally, any person intending to operate a medical marijuana business within the City shall also comply with Article 24 of Title 3, Chapter 1, of this Code.

### **9-3.2304 Medical Marijuana Businesses in the MPD Zones.**

Medical marijuana businesses shall only be in permitted in Industrial/Manufacturing Planned Development (“MPD”) Zones of the City of Huntington Park; provided, however, that no vested or other right shall inure to the benefit of any person.

### **9-3.2305 Declaration of public nuisance.**

Any use or condition caused, or permitted to exist, in violation of any provision of this article, is hereby declared to be unlawful and a public nuisance and may be abated by the city through civil proceedings by means of a restraining order, preliminary or permanent injunction, or in any other manner provided by law for the abatement of such nuisances, including, but not limited to, the remedies provided for in Section 9-2.1807 of this Code.

**SECTION 4.** Section 9-4.302 of the Huntington Park Municipal Code, entitled “Allowed uses,” is hereby amended to read as follows:

### **9-4.302 Allowed uses**

Any use designated as “Permitted” by the following list shall comply with the provisions of this Code. Any permitted use which will occupy an existing structure (with no structural alteration/enlargement) shall comply with the operational standards contained in this Article as well as Article III (General Regulations). Additionally, any permitted use which will occupy an existing structure that is to be altered, enlarged, or requires construction of a new structure(s) shall require the approval of a Development Permit in compliance with Chapter 2, Article 10.

The following list of Allowed Land Uses, Table IV-8, establishes the primary land uses in the MPD zoning district which are Permitted (P) or subject to a Development Permit (D) or a Conditional Use Permit (C). In accordance with Section 9-1.106, uses that are not listed shall be expressly prohibited, unless the Director determines the use to be similar in nature and class to other uses listed.

For the purpose of this Article, the following definitions shall apply:

“Light industrial/manufacturing” means activities which, by virtue of size, intensity, number of employees or the nature of the operation, would not likely create significant impacts by reason of dust, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration or other impacts, or hazardous by way of materials, process, product or wastes and only when conducted within an enclosed structure(s) (with only passive outdoor screened storage areas allowed).

“Heavy industrial/manufacturing” means activities which, by virtue of size, intensity, number of employees or the nature of the operation, have the potential to create significant impacts by reason of dust, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration or other impacts, or hazardous by way of materials, process, product or

wastes and when conducted within/outside of an enclosed structure(s) (with active/passive outdoor screened storage areas allowed).

Table IV-8  
Allowed Land Uses

P = Permitted

D = Development Permit

C = Conditional Use Permit

LAND USE ACTIVITY	MPD	NOTES
<b>Manufacturing:</b>		
Light manufacturing and assembly	P	Includes "light industrial/manufacturing uses" not otherwise listed in this table such as, jewelry, toys, clocks, musical instruments, optical goods (non-hazardous items)
Heavy manufacturing and assembly	C*	Includes "heavy industrial/manufacturing uses" not otherwise listed in this table such as uses involving potentially toxic, hazardous and flammable items
Aluminum, sheet metal, steel, iron	C*	Includes foundries
Appliances and electronics (assembly only)	P	Includes electrical and related parts, appliances, devices, engines, motors, televisions, radios, computers
Appliances and electronics (manufacturing only)	C*	Includes electrical and related parts, appliances, devices, engines, motors, televisions, radios, computers
Clothing, shoes, textiles, leather	P	Includes garments, drapery, bedding, awnings, rope, baskets, linens and similar products
Ceramics and stone	C	Includes pottery, statuary, granite, tile, marble-cutting, edging and finishing
Concrete	C*	Includes blocks, brick, gravel, rock, cement

LAND USE ACTIVITY	MPD	NOTES
		products
Cosmetics and pharmaceutical	C	
Furniture (manufacturing only)	C*	Includes home furnishing, cabinetry and furniture restoration
Glass	P	Includes cutting, blowing, beveling, edging and silvering
Ink and paint	C	Includes polish, putty, enamel lacquer, polyurethane, ethylene glycol
Instruments	P	Includes electronic, musical, medical and dental tools, precision, measuring and scientific equipment
Machinery	C*	
Pallet manufacturing and storage	C*	No outdoor storage or stacking of pallets or associated materials
Petroleum	C*	Includes petroleum based cleaning products, tar, asphalt. Oil refining not allowed
Plastic	C*	Includes fiberglass, cellophane and cellulose
Rubber processing	P*	Raw rubber melting not allowed
Signs	P	Includes neon signs
<b>Food and Beverage Processing:</b>		
Bakery (manufacturing and distributing)	P	
Brewery	C	
Candy, confectioneries, ice cream manufacturing and distributing	P	
Dairy products manufacturing and distribution	C	
Fruit and vegetable juices and soft drink manufacturing and distributing	P	
Fruit and vegetable cleaning, canning, packing, processing and distributing	P	
Meat processing and distributing	C*	Includes meat, poultry and seafood. Slaughtering not allowed
All other food processing and distributing	P	

LAND USE ACTIVITY	MPD	NOTES
Sales, Services and Repairs:		
Appliance and electronic repairs and service	P	Includes jewelry, clocks and other household goods repairs
Animal/pet sales	P	Includes grooming, feed and supplies
Animal hospitals	C	Includes veterinary clinics
Animal kennels	C*	For domestic animals only
Auction sales	C*	
Carpet and rug cleaning	P*	
Catering services	C	Includes commercial kitchens and commissaries
Convenience stores	D	Alcohol sales require a Conditional Use Permit in compliance with Table IV-7
Dyeing	C*	
Laundry and dry cleaning plants	P*	Includes linen, towels, uniforms cleaning
Linen and towel supply	P*	Includes wholesale and mobile service
Machine shops	P*	Includes tool repairs
Multiple tenant merchandise marts	C*	Includes indoor or outdoor swap meets
Packaging and parcel service	P*	Includes delivery service
Pest control operators and service	P*	Includes fumigation services
Pool maintenance services	C*	Includes on-site storage of tanks containing pool chemicals
Printing and publishing	P	Includes photographic and reproduction activities; book binding, engraving, and lithographing
Refrigeration repairs and services	P	
Restaurants and cafés (less than 4,000 square feet)	P	Drive-thrus not allowed. Alcohol sales require a Conditional Use Permit in compliance with Table IV-7
Restaurants and cafés (greater than 4,000 square feet)	D	Drive-thrus not allowed. Alcohol sales require a Conditional Use Permit in compliance with Table IV-7
Retail sales and service	P	Only as incidental activity to a principally permitted use. Subject to the regulations set forth in HPMC Section 9-4.303(A)
Upholstery shops	P	

LAND USE ACTIVITY	MPD	NOTES
Wholesale outlets and businesses	P	
Vehicle-Related:		
Sale or rental of automobiles, boats, motorcycles, recreation vehicles, trucks, trailers and other mechanical equipment or any combination thereof and repairs when the repairs are incidental to the sales and/or rentals	C	
Sale of new and used vehicle parts and other mechanical parts	P	
Car wash, self serve or full service including detailing	C	
Parking lots and parking structures	D*	
Vehicle audio and alarm sales and installation	P	Installations must be conducted within an enclosed structure
Vehicle muffler, radiator and other similar repairs	C	
Vehicle painting and body repair	C	
Vehicle service stations	C	Includes fuel stations and repair centers
Vehicle testing and diagnostics only	P	
Vehicle tow/impound yards	C*	
Vehicle upholstery	C	
Vehicle wheel and tire sales and installation	C	
Warehouse, Storage and Distribution:		
Cold storage facilities	C*	
Freight/truck terminals	C*	
Self-storage, mini-storage	C*	Includes recreational vehicle storage. Subject to the regulations set forth in HPMC Section 9-4.303(D)
Storage yards	C*	Includes building materials, contractor's storage yards, fleet storage, lumber yards, machinery rental, trucking yards, transit storage,

LAND USE ACTIVITY	MPD	NOTES
		road equipment, and portable restrooms
Warehousing	P*	General warehousing. Flammable, chemical, or other hazardous material storage requires Fire Department approval
Other Uses:		
Ambulance station	C*	
Adult businesses	C	Only permitted in the Special Use Overlay Zone and subject to the regulations set forth in HPMC Sections 5-20 and 9-4.303(C)
Audio and video recording studios	P	
Bus/commuter/rail facilities	D*	
Communication equipment buildings	P	
Day care facilities	C*	
Emergency shelters (up to thirty (30) beds)	P*	Subject to the regulations set forth in HPMC Section 9-3.2002
Emergency shelters (more than thirty (30) beds)	C*	Subject to the regulations set forth in HPMC Section 9-3.2002
Gymnasiums and health clubs	P	
Hospitals	C	Includes industrial medical facilities
Industrial business parks	D	Subject to the regulations set forth in HPMC Section 9-4.303(E)
Laboratories	P	Includes medical, research and product testing
<b><u>Medical Marijuana Businesses (Dispensaries and/or Cultivation)</u></b>	<b><u>P</u></b>	<b><u>Subject to the regulations set forth in Article 19 of Title 4, Chapter 7, Article 24 of Title 3, Chapter 1 and Article 23 of Title 9, Chapter 3 of the HPMC</u></b>
Medical offices	C	Includes offices for medical doctors, dentists, and optometrists
Mortuaries	C*	
Office, business and professional	P	Only in conjunction with the primary industrial use
Plant nurseries	P*	
Public utility facilities	P*	
Recycling facilities (reverse vending machines)	D*	Up to 5 reverse vending machines. Subject to the regulations set forth in HPMC Section 9-3.1002(2)(A)

LAND USE ACTIVITY	MPD	NOTES
Recycling facilities (small collection)	D*	Subject to the regulations set forth in HPMC Section 9-3.1002(2)(B)
Recycling facilities (large collection)	C*	Subject to the regulations set forth in HPMC Section 9-3.1002(2)(C)
Recycling facilities (light processing)	C*	Subject to the regulations set forth in HPMC Section 9-3.1002(2)(D)
Recycling facilities (heavy processing)	C*	Subject to the regulations set forth in HPMC Section 9-3.1002(2)(D)
Sports and recreational facilities	C	
Trade, technical and vocational schools	C*	
Wireless communications facilities	C	Includes sites, antennas and monopoles. Subject to the regulations set forth in HPMC Section 9-3.103(2)(D)

\*Land use activity not allowed on properties fronting the westerly side of Alameda Street between Slauson Avenue and Gage Avenue.

**SECTION 5.** Nothing in this Ordinance shall be interpreted to mean that the City's permissive zoning scheme allows any other use not specifically listed therein.

**SECTION 6.** The City Council finds and determines that the adoption of this Ordinance is exempt from CEQA under Sections 15061(b)(3) (common sense exemption) of the State CEQA Guidelines.

**SECTION 7.** If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 8.** The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published in the manner prescribed by law.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Karina Macias, Mayor

**ATTEST:**

\_\_\_\_\_  
Donna Schwartz, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

4829-7941-8670, v. 1

**ORDINANCE NO. 2016-946**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AMENDING ARTICLE 19 OF CHAPTER 7, OF TITLE 4 OF THE HUNTINGTON PARK MUNICIPAL CODE, RELATING TO MEDICAL MARIJUANA DELIVERIES, AND AMENDING CHAPTER 1 OF TITLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE BY ADDING ARTICLE 24 RELATING TO MEDICAL MARIJUANA DISPENSARY AND CULTIVATION PERMITS**

**WHEREAS**, California Constitution Article 11, Section 7 authorizes the City of Huntington Park (“City”) to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws;

**WHEREAS**, in 1996, with the adoption of Proposition 215, the California voters approved the Compassionate Use Act (Health and Safety Code § 11362.5) to grant seriously ill Californians the right to obtain and use marijuana for medical purposes where that medical use is deemed appropriate and has been recommended by a physician, without fear of criminal prosecution under limited, specified circumstances;

**WHEREAS**, subsequent State legislation sought to clarify the scope of the Compassionate Use Act and provide additional statutory guidance regarding medical marijuana use, these statutes are codified at Health and Safety Code § 11362.7 et seq. and allow cities and counties to adopt supplemental rules and regulations;

**WHEREAS**, In 2011, Assembly Bill 1300 was adopted and codified as Health & Safety Code Section 11362.83 to clarify that cities are free to adopt and enforce local ordinances that regulate the location, operation, or establishment of medical marijuana cooperatives or collectives;

**WHEREAS**, in City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc. (2013) 56 Cal.4<sup>th</sup> 729, the California Supreme Court held that “[n]othing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land. . . .” Additionally, in Maral v. City of Live Oak (2013) 221 Cal.App.4<sup>th</sup> 975, the Court of Appeal held that “there is no right – and certainly no constitutional right – to cultivate medical marijuana. . . .” The Court in Maral affirmed the ability of a local governmental entity to regulate the cultivation of marijuana under its land use authority;

**WHEREAS**, on October 9, 2015 Governor Brown signed 3 bills into law (AB 266, AB 243, and SB 643) which collectively are known as the Medical Marijuana Regulation and Safety Act (hereafter “MMRSA”). The MMRSA set up a State licensing scheme for commercial medical marijuana uses while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a State

license. The MMRSA allows the City to regulate commercial medical marijuana activities and marijuana cultivation;

**WHEREAS**, the City Zoning Code currently prohibits medical marijuana dispensaries or any marijuana business as a use, which renders any such use an illegal public nuisance per se and the City Municipal Code currently prohibits medical marijuana delivery;

**WHEREAS**, under the principles of permissive zoning, the existing City Zoning Code prohibits marijuana cultivation Citywide but the Zoning Code and Municipal Code do not expressly address or regulate the existence or location of marijuana cultivation;

**WHEREAS**, it is the desire of the City Council that City residents suffering from life threatening or serious illnesses have access to a safe and affordable supply of medical marijuana;

**WHEREAS**, the unregulated presence of marijuana cultivation operations and medical marijuana dispensaries have the potential to lead to: (1) an increase in break-ins and thefts due to the high monetary value of marijuana plants; (2) dangerous alterations to the electrical wiring of buildings; (3) an increase in the amount of mold spores present in buildings; (4) the potential for exposure to or increased usage by school aged children; and (5) the emittance of strong or noxious odors from the marijuana plants;

**WHEREAS**, the City has a compelling interest in protecting the public health, welfare and safety of its residents, as well as preserving the peace and quiet of the neighborhoods in the City;

**WHEREAS**, it is the desire of the City Council to permit and regulate medical marijuana cultivation, medical marijuana dispensaries, and medical marijuana delivery within the City and establish a permitting process in order to impose regulations that will allow for limited medical marijuana deliveries within the City and a limited number of regulated medical marijuana dispensaries and medical marijuana cultivation facilities to operate within the City while protecting the peace, health, safety and welfare of patients, and the community as a whole;

**WHEREAS**, in recent years a number of California cities have adopted ordinances permitting and regulating medical marijuana dispensaries and/or medical marijuana cultivation;

**WHEREAS**, signature gathering is currently underway for an initiative that would permit the use of recreational marijuana within the State;

**WHEREAS**, if marijuana becomes recreationally legal within the State the State of California may further regulate the use of marijuana;

**WHEREAS**, the City desires to adopt a marijuana business regulatory scheme within the City that limits any future need to expend valuable resources in amending its marijuana regulations to address recreational marijuana uses;

**WHEREAS**, it is the City Council's intention that nothing in this ordinance shall be construed to allow persons to engage in conduct that endangers others or causes a public nuisance, to allow the use of marijuana for non-medical purposes, or to allow any activity relating to marijuana that is otherwise illegal and not permitted by state law.

**NOW, THEREFORE**, the City Council of the City of Huntington Park does hereby ordain as follows:

**SECTION 1.** Findings and Purpose. The City Council finds and declares that the above recitals are true and correct and hereby incorporate them herein by this reference.

**SECTION 2.** Authority. This ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including but not limited to Article XI, Section 7 of the California Constitution, the Compassionate Use Act, the Medical Marijuana Program, and The Medical Marijuana Regulation and Safety Act.

**SECTION 3.** Article 19 of Title 4, Chapter 7, of the Huntington Park Municipal Code, entitled "Mobile Marijuana Dispensaries," is hereby amended in its entirety to read as follows:

## **Article 19 – Medical Marijuana Delivery**

### **Sections:**

**4-7.1901 Purpose and Intent.**

**4-7.1902 Definitions.**

**4-7.1903 Medical Marijuana Delivery.**

**4-7.1904 Medical Marijuana Delivery Permit Required.**

**4-7.1905 Permit Application.**

**4-7.1906 Investigation.**

**4-7.1907 Review and Issuance of Permit.**

**4-7.1908 Permit Expiration and Renewal.**

**4-7.1909 Permit Suspension and Revocation.**

**4-7.1910 Permit Assignability.**

**4-7.1911 Regulatory Fee and Seller's Permit.**

**4-7.1912 Examination of Books, Records, Witnesses.**

**4-7.1913 Liability and Indemnification.**

**4-7.1914 Violations and Enforcement.**

**4-7.1901 Purpose and Intent.**

The City Council of the City of Huntington Park hereby finds and determines that it is the purpose and intent of this article to regulate medical marijuana delivery services in order to promote the health, safety, morals and general welfare of the residents and businesses within the City.

#### **4-7.1902 Definitions.**

For the purposes of this Article, unless otherwise apparent from the context, certain words and phrases used in this Article are defined as follows:

- A. "Applicant" shall mean a person who is required to file an application for a Medical Marijuana Delivery Permit under this Article, including an individual owner, managing partner, officer of a corporation, or any other operator, manager, employee, or agent of a medical marijuana dispensary.
- B. "Business" means and includes all kinds of vocations, occupations, professions, trades, exhibitions, shows, enterprises, and establishments and all other kinds of activities and means of livelihood, whether or not carried on for profit or gain.
- C. "Marijuana" shall have the same meaning as Health and Safety Code § 11018, as amended from time to time. Marijuana shall also include any marijuana-infused product and any product manufactured from marijuana.
- D. "Medical marijuana" means marijuana authorized in strict compliance with Health & Safety Code §§ 11362.5, 11362.7 et seq., as such sections may be amended from time to time. Medical marijuana shall also include any marijuana-infused product and any product manufactured from marijuana.
- E. "Medical Marijuana Business Permit" shall mean the permit required to operate a medical marijuana dispensary, cultivation and manufacturing facility, or joint medical marijuana dispensary and cultivation and manufacturing facility within the City of Huntington Park pursuant to Title 3, Chapter 1, Article 24, of this Code.
- F. "Medical Marijuana Delivery Permit," hereinafter "Permit," shall mean the permit required to deliver medical marijuana within the City of Huntington Park.
- G. "Medical marijuana dispensary," or "dispensary" shall mean any association, cooperative, affiliation, or collective of persons that offers medical marijuana or medical marijuana products, either individually or in any combination, for retail sale. A dispensary shall not include dispensing by primary caregivers to qualified patients in the following locations, so long as the location of the clinic, health care facility, hospice, or residential

care facility is otherwise permitted by the Municipal Code or by applicable state laws

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the state Health and Safety Code;
2. A health care facility licensed pursuant to Chapter Two of Division 2 of the state Health and Safety Code;
3. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the state Health and Safety Code;
4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the state Health and Safety Code;
5. A residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the state Health and Safety Code;

provided that any such clinic, health care facility, hospice or residential care facility complies with applicable laws, including, but not limited to, Health and Safety Code § 11362.5.

- H. "Permittee" shall mean a business that has obtained a Permit under this Article.
- I. "Person" shall mean an individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability company, or combination of the above in whatever form or character.
- J. "Primary Caregiver" shall have the same definition as California Health and Safety Code Section 11362.7, and as may be amended, and which defines "Primary Caregiver" as an individual designated by a qualified patient or by a person with an identification card who has consistently assumed responsibility for the housing, health, or safety of that patient or person, and may include any of the following:
1. In any case in which a qualified patient or person with an identification card receives medical care or supportive services, or both, from a clinic licensed pursuant to Chapter 1 (commencing with Section 1200) of Division 2 of the California Health and Safety Code; a health care facility licensed pursuant to Chapter 2 (commencing with Section 1250) of Division 2 of the California Health and Safety Code; a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 (commencing with Section 1568.01) of Division 2 of the California Health and Safety Code; a residential care facility for the elderly licensed pursuant to Chapter 3.2 (commencing with Section 1569) of Division 2 of the California Health and Safety Code; a hospice, or a home health agency licensed pursuant to Chapter 8

(commencing with Section 1725) of Division 2 of the California Health and Safety Code; the owner or operator, or no more than three employees who are designated by the owner or operator, of the clinic, facility, hospice, or home health agency, if designated as a primary caregiver by that qualified patient or person with an identification card.

2. An individual who has been designated as a primary caregiver by more than one qualified patient or person with an identification card, if every qualified patient or person with an identification card who has designated that individual as a primary caregiver resides in the same city or county as the primary caregiver.
  3. An individual who has been designated as a primary caregiver by a qualified patient or person with an identification card who resides in a city or county other than that of the primary caregiver, if the individual has not been designated as a primary caregiver by any other qualified patient or person with an identification card.
- K. "Qualified patient" shall have the same definition as California Health and Safety Code Section 11362.7 et seq., and as may be amended, and which means a person who is entitled to the protections of California Health & Safety Code Section 11362.5. For purposes of this ordinance, qualified patient shall include a person with an identification card, as that term is defined by California Health and Safety Code Section 11362.7 et seq.

#### **4-7.1903 Medical Marijuana Delivery.**

- A. Medical marijuana dispensaries, exclusively located outside of the City, are permitted to deliver medical marijuana and/or medical marijuana-infused products within the City of Huntington Park, only if such medical marijuana dispensaries are granted a City business license and Permit as prescribed by this Article.
- B. Those medical marijuana dispensaries with a Medical Marijuana Business Permit pursuant to Title 3, Chapter 1, Article 24, of this Code, may deliver medical marijuana and/or medical marijuana-infused product within the City.
- C. All medical marijuana deliveries not expressly permitted by this Article are hereby prohibited.

#### **4-7.1904 Medical Marijuana Delivery Permit Required.**

- A. It is unlawful for any business described in Section 4-7.1903(A) of this Article to deliver medical marijuana and/or medical marijuana-infused products within the City of Huntington Park unless there exists a valid

Permit therefore, granted and existing in compliance with the provisions of this Article.

- B. Except as specified in Section 4-7.1903(B) of this Article, possession of other types of State, City, or other local permits or licenses does not exempt an applicant from the requirement of obtaining a Permit under this Article.
- C. All businesses described in Section 4-7.1903(A) of this Article shall be required to apply for and obtain a City business license as a prerequisite to obtaining a Permit pursuant to the terms of this Article. Medical marijuana sales shall be subject to sales tax in a manner required by state law.

#### **4-7.1905 Permit Application.**

- A. On April 14, 2016, the City shall make available Permit application forms and a related administrative policy. Each business interested in operating pursuant to this Article may submit an application together with a nonrefundable processing fee in an amount established by the City Council within twenty (20) days after April 14, 2016.
- B. Applications for Permits shall be in writing on forms prepared and provided by the City and shall be filed with the City. Such applications shall be under oath, in duplicate, and shall contain the following information:
  - 1. A complete identification of the applicant.
  - 2. The name and residence and business address of the owner, manager, or person to be in charge.
  - 3. Whether or not the applicant has had a permit for the same or any similar business suspended or revoked anywhere and, if so, the circumstances of such suspension or revocation.
  - 4. Whether or not the applicant or any member has ever been convicted in any court for any crime.
  - 5. A criminal background check.
  - 6. Such other information deemed necessary to conduct any investigation or background check of the applicant, and for the City to determine compliance with this Article, the City's Municipal Code and Zoning Code.
- C. All applicants shall demonstrate compliance with State law, during the course of the application procedure described under this Section, prior to issuing a Permit, and upon the issuance of a Permit, thereafter.
- D. Any applicant hereunder is seeking the granting of a privilege. Therefore, the burden of proving qualifications to receive such a Permit is at all times

on the applicant. By making an application for such a Permit applicant accepts all risks of adverse public notice, publicity, embarrassment, criticism, financial loss, or all other actions and consequences which may result from activities with respect to reviewing, processing, approving or disapproving any application. An applicant is expressly permitting the city to make such investigation and inquiry that the city determines appropriate and is further expressly authorizing the city to conduct such verification of criminal history and financial condition as the city elects to pursue. An application shall include an express written waiver of any claims for damages against the city or its agent resulting therefrom and waiving any claims for damages against the city for denying an application, such waivers expressly constitutes a material consideration for the city agreeing to consider and process such application.

#### **4-7.1906 Investigation.**

- A. The City Council shall cause investigations to be made to ascertain what effect, if any, the issuance of the Permit will have on the public peace, health, safety, and general welfare of the City and its inhabitants.
- B. The Police Chief shall ascertain whether or not the applicant or other persons interested in the Permit have been convicted of a felony or any crime involving theft, embezzlement, or moral turpitude or have had a license or permit for a similar business suspended, canceled, or revoked.
- C. Reports. The Police Chief shall make a report to the City Council of his or her findings, together with his or her recommendations, if any.
- D. If any of the investigating officers shall find, after the investigation as provided in this section, that the applicant does not comply with applicable laws or such granting of a Permit would result in a violation of any law, he or she shall recommend that the application be denied.

#### **4-7.1907 Review and Issuance of Permit.**

- A. The City Council shall review all applications and shall consider the issuance of Permits at the second City Council meeting following the submittal of an application. The issuance of a Permit by the City Council shall be discretionary based on the following review criteria:
  - 1. That the proposed delivery service is consistent with the intent of state law, the provisions of this Article and the Municipal Code, including the application submittal.
  - 2. That the proposed delivery service will not result in significant crime issues.
  - 3. That all required application materials have been provided.

4. That issuance of the Permit would serve the needs of residents.
5. That the location is not prohibited by the provisions of this Article or any local or State law, statute, rule or regulation and no significant nuisance issues or problems are anticipated or resulted.
6. That no medical marijuana owner, licensee, agent, or employee affiliated with the applicant has violated any provision of this Article.
7. That the proposed delivery service would not adversely affect the health, peace or safety of persons living or working in the City, overly burden a specific neighborhood with special needs or high impact uses, or contribute to a public nuisance.
8. That the applicant has not violated any local or State law, statute, rule or regulation respecting the distribution, possession, or consumption of medical marijuana.
9. That the applicant has not knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the application for a Permit.
10. That the applicant, his or her agent or employees, or any person who is exercising managerial authority on behalf of the applicant has not been convicted of a felony, or of a misdemeanor involving moral turpitude, or has engaged in misconduct related to the qualifications, functions or duties of a permittee. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
11. That the applicant has not engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.
12. The capacity, capitalization, and complaint history of the proposed delivery service.

B. The City Council shall grant, conditionally grant, or deny the application.

C. The determination of the City Council shall be final.

#### **4-7.1908 Permit Expiration and Renewal.**

All Permits shall automatically renew annually unless the Permit is revoked or suspended.

#### **4-7.1909 Permit Suspension and Revocation.**

A. In the event the permittee has violated any provisions, rules or regulations of this Article or has violated or permitted the infraction of any law of the State or the City, the permittee shall be provided notice and given twenty (20) days to cure the violation. The 20 day cure period shall not apply to any business that is required to have a Permit under this Article that is delivering medical marijuana and/or medical marijuana-infused products within the City of Huntington Park without a valid Permit.

- B. In the event the permittee fails to cure the violation within 20 days, any Permit issued pursuant to the Article shall be summarily suspended. Notice of the suspension shall be provided by posting on the premises.
- C. At its next regular meeting, the City Council shall hear the matter, giving at least twenty (20) days' notice of such hearing to the permittee. The hearing may be continued from time to time at the discretion of the City Council.
- D. Upon the conclusion of the hearing, the City Council may continue the suspension, revoke the Permit, or terminate the suspension and reinstate the Permit. If the permittee fails to attend the hearing the Permit shall be terminated. The decision of the City Council shall be final and conclusive.

#### **4-7.1910 Permit Assignability.**

It shall be unlawful for any permittee to transfer, assign or attempt to assign any Permit issued pursuant to the Article without written approval from the City Council and compliance with any other City requirements and approvals.

#### **4-7.1911 Regulatory Fee and Seller's Permit.**

- A. In addition to the Permit application fee, the applicant shall pay an annual Regulatory Fee. The Regulatory Fee shall be set by City Council resolution, as modified from time to time. The Regulatory Fee shall cover staff time for monitoring, regulation, documenting breach, and nullifying Permits. The Regulatory Fee will be cost recovering.
- B. The State Board of Equalization has determined that medical marijuana transactions are subject to sales tax, regardless of whether the individual or group makes a profit, and those engaging in transactions involving medical marijuana must obtain a seller's permit from the State Board of Equalization.

#### **4-7.1912 Examination of Books, Records, Witnesses.**

- A. The City shall be provided access to any and all financial information at any time, as needed.
- B. The City is authorized to examine the books, papers, tax returns and records of any permittee for the purpose of verifying the accuracy of any information provided.

- C. The City is authorized to examine a person under oath, for the purpose of verifying the accuracy of any information provided.
- D. Every permittee is directed and required to furnish to the City the means, facilities and opportunity for making such financial examinations and investigations.
- E. Any permittee refusal to comply with this Section shall be deemed a violation of this Article.

#### **4-7.1913 Liability and Indemnification.**

- A. To the fullest extent permitted by law, any actions taken by a public officer or employee under the provisions of this Article shall not become a personal liability of any public officer or employee of the City.
- B. The permittees under this Article hereby agree to save, defend, indemnify and keep harmless the City and its officials, officers, employees, representatives, agents and volunteers from all actions, claims, demands, litigation, or proceedings, including those for attorneys' fees, against the City in consequence of the granting of this permit, and will in all things strictly comply with the conditions under which this permit is granted, if any.

#### **4-7.1914 Violations and Enforcement.**

- A. Cure period. In the event the permittee has violated any provisions, rules or regulations of this Article or has violated or permitted the infraction of any law of the State or the City, the permittee shall be provided notice and given twenty (20) days to cure the violation before any penalties begin to accrue. The 20 day cure period shall not apply to any business that is required to have a Permit under this Article that is delivering medical marijuana and/or medical marijuana-infused products within the City of Huntington Park without a valid Permit and penalties shall begin to accrue immediately.
- B. Violations. After the cure period, each and every violation of this Article shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by this Code and the State of California.
- C. Penalties. Any person guilty of a misdemeanor pursuant to the provisions of this Article shall be punishable as set forth in Chapter 2 of Title 1 of this Code.

- D. Public nuisances. In addition to the penalties provided for violations, any condition caused or permitted to exist in violation of any of the provisions of this Article after the cure period shall be deemed a public nuisance and may be summarily abated as such by the City, and each day such violation continues shall be regarded as a new and separate offense.

**SECTION 4.** Chapter 1 of Title 3 of the Huntington Park Municipal Code is hereby amended by adding a new article, Article 24 entitled “Medical Marijuana Business Permits,” which reads as follows:

## **Article 24 – Medical Marijuana Business Permits**

### **Sections:**

**3-1.2401 Purpose and Intent.**

**3-1.2402 Definitions.**

**3-1.2403 Medical Marijuana Business Permit Required.**

**3-1.2404 Permit Application.**

**3-1.2405 Investigation.**

**3-1.2406 Review and Issuance of Permit.**

**3-1.2407 Permit Expiration and Renewal.**

**3-1.2408 Permit Suspension and Revocation.**

**3-1.2409 Permit Assignability.**

**3-1.2410 Regulatory Fee and Seller’s Permit.**

**3-1.2411 Use of Revenue.**

**3-1.2412 Operating Requirements and Standards.**

**3-1.2413 Examination of Books, Records, Witnesses.**

**3-1.2414 Liability and Indemnification.**

**3-1.2415 Prohibited Operations.**

**3-1.2416 Violations and Enforcement.**

### **3-1.2401 Purpose and Intent.**

The purpose and intent of this Article is to regulate the locations and operations of medical marijuana businesses in the City of Huntington Park in order to promote the health, safety, and general welfare of residents and businesses within the City. Medical marijuana businesses shall be limited to medical marijuana dispensaries, cultivation and manufacturing facilities, and joint dispensary and cultivation and manufacturing facilities. It is neither the intent nor the effect of this Article to condone or legitimize the use or possession of marijuana except as allowed by California law.

### **3-1.2402 Definitions.**

For the purposes of this Article, unless otherwise apparent from the context, certain words and phrases used in this Article are defined as follows:

- A. "Applicant" shall mean a person who is required to file an application for a permit under this Article, including an individual owner, managing partner, officer of a corporation, or any other operator, manager, employee, or agent of a medical marijuana business.
- B. "Collective" means any association, affiliation, or establishment jointly owned and operated by its members that facilitates the collaborative efforts of qualified patients and primary caregivers.
- C. "Cultivation Area" shall mean the actual area in use for the entire cultivation process of marijuana plants (including seedling production, vegetation, and maturation), as well as reasonable walking space, such that, for example, two trays used for maturation, each measuring ten square feet and stacked vertically on top of each other shall be counted as 20 square feet of cultivation area.
- D. "Industrial Marijuana Cultivation, Processing, Manufacturing Facility" hereinafter "cultivation and manufacturing facility" shall mean any facility used for cultivating, warehousing, storing, processing and/or manufacturing more than 48 ounces of dried marijuana, and/or cultivating or storing medical marijuana in an area greater than 50 square feet of total area within one parcel of land. Any establishment engaged in, permitted to be engaged in or carrying on any medical marijuana cultivation, processing, or manufacturing or other activity mentioned in this Article shall be deemed a cultivation and manufacturing facility.
- E. "Marijuana" shall have the same meaning as Health and Safety Code § 11018, as amended from time to time. Marijuana shall also include any marijuana-infused product and any product manufactured from marijuana.
- F. "Marijuana cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.
- G. "Medical marijuana" means marijuana authorized in strict compliance with Health & Safety Code §§ 11362.5, 11362.7 et seq., as such sections may be amended from time to time. Medical marijuana shall also include any marijuana-infused product and any product manufactured from marijuana.
- H. "Medical marijuana business" shall mean a medical marijuana dispensary, cultivation and manufacturing facility, or joint dispensary and cultivation and manufacturing facility.
- I. "Medical Marijuana Business Permit," hereinafter "Permit," shall mean the permit required to operate a medical marijuana dispensary, cultivation and

manufacturing facility, or joint medical marijuana dispensary and cultivation and manufacturing facility within the City of Huntington Park.

J. "Medical marijuana dispensary," or "dispensary" shall mean any association, cooperative, affiliation, or collective of persons that offers medical marijuana or medical marijuana products, either individually or in any combination, for retail sale. A dispensary shall not include dispensing by primary caregivers to qualified patients in the following locations, so long as the location of the clinic, health care facility, hospice, or residential care facility is otherwise permitted by the Municipal Code or by applicable state laws

1. A clinic licensed pursuant to Chapter 1 of Division 2 of the state Health and Safety Code;
2. A health care facility licensed pursuant to Chapter Two of Division 2 of the state Health and Safety Code;
3. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the state Health and Safety Code;
4. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the state Health and Safety Code;
5. A residential hospice or a home health agency licensed pursuant to Chapter 8 of Division 2 of the state Health and Safety Code;

provided that any such clinic, health care facility, hospice or residential care facility complies with applicable laws, including, but not limited to, Health and Safety Code § 11362.5.

K. "One Parcel of Land" shall mean any single piece of real property as identified by the County Assessor's parcel number (APN) that is used to identify real property, its boundaries, and all the rights contained therein.

L. "Permittees" shall mean medical marijuana businesses that have obtained a Permit under this Article.

M. "Person" shall mean an individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability company, or combination of the above in whatever form or character.

N. "Primary Caregiver" shall have the same definition as California Health and Safety Code Section 11362.7, and as may be amended, and which defines "Primary Caregiver" as an individual designated by a qualified patient or by a person with an identification card who has consistently assumed responsibility for the housing, health, or safety of that patient or person, and may include any of the following:

1. In any case in which a qualified patient or person with an identification card receives medical care or supportive services, or both, from a clinic licensed pursuant to Chapter 1 (commencing with Section 1200) of Division 2 of the California Health and Safety Code; a health care facility licensed pursuant to Chapter 2 (commencing with Section 1250) of Division 2 of the California Health and Safety Code; a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 (commencing with Section 1568.01) of Division 2 of the California Health and Safety Code; a residential care facility for the elderly licensed pursuant to Chapter 3.2 (commencing with Section 1569) of Division 2 of the California Health and Safety Code; a hospice, or a home health agency licensed pursuant to Chapter 8 (commencing with Section 1725) of Division 2 of the California Health and Safety Code; the owner or operator, or no more than three employees who are designated by the owner or operator, of the clinic, facility, hospice, or home health agency, if designated as a primary caregiver by that qualified patient or person with an identification card.
  2. An individual who has been designated as a primary caregiver by more than one qualified patient or person with an identification card, if every qualified patient or person with an identification card who has designated that individual as a primary caregiver resides in the same city or county as the primary caregiver.
  3. An individual who has been designated as a primary caregiver by a qualified patient or person with an identification card who resides in a city or county other than that of the primary caregiver, if the individual has not been designated as a primary caregiver by any other qualified patient or person with an identification card.
- O. "Qualified patient" shall have the same definition as California Health and Safety Code Section 11362.7 et seq., and as may be amended, and which means a person who is entitled to the protections of California Health & Safety Code Section 11362.5. For purposes of this ordinance, qualified patient shall include a person with an identification card, as that term is defined by California Health and Safety Code Section 11362.7 et seq.
- P. "Serious medical condition" shall have the same definition as California Health and Safety Code Section 11362.7 et seq., and as may be amended, and which means all of the following medical conditions:
1. Acquired immune deficiency syndrome (AIDS);
  2. Anorexia;
  3. Arthritis;
  4. Cachexia;
  5. Cancer;

6. Chronic pain;
7. Glaucoma;
8. Migraine;
9. Persistent muscle spasms, including, but not limited to, spasms associated with multiple sclerosis;
10. Seizures, including, but not limited to, seizures associated with epilepsy;
11. Severe nausea;
12. Any other chronic or persistent medical symptom that either:
  - a. Substantially limits the ability of the person to conduct one or more major life activities as defined in the Americans with Disabilities Act of 1990.
  - b. If not alleviated, may cause serious harm to the patient's safety or physical or mental health.

### **3-1.2403 Medical Marijuana Business Permit Required.**

- A. Except for hospitals and research facilities that obtain written permission for marijuana cultivation under federal law, it is unlawful for any person to own, conduct, operate or maintain, or to participate therein, or to cause or to permit to be conducted, operated, or maintained, any medical marijuana business in the City unless there exists a valid Permit therefore, granted and existing in compliance with the provisions of this Article 24. It is unlawful to establish any outdoor cultivation and manufacturing facility within the City. It is unlawful for any entity organized on a for-profit basis, except for hospitals and research facilities, to engage in any medical marijuana business whatsoever.
- B. Any use or activity that involves possessing, cultivating, processing and/or manufacturing and/or more than 50 square feet of cultivation area in the City shall constitute industrial cultivation of medical marijuana and shall only be allowed upon the granting of a Permit as prescribed in this Article.
- C. Possession of other types of State or City permits or licenses does not exempt an applicant from the requirement of obtaining a Permit under this Article.
- D. An operator of a medical marijuana business shall be required to apply for and obtain a City business license as a prerequisite to obtaining a Permit pursuant to the terms of this Article. Medical marijuana business sales shall be subject to sales tax in a manner required by State law.
- E. The proposed location of a medical marijuana business shall only be in Industrial/Manufacturing Planned Development ("MPD") Zones of the City

of Huntington Park; provided, however, that no vested or other right shall inure to the benefit of any permittee.

### **3-1.2404 Permit Application.**

- A. On April 14, 2016, the City shall make available Permit application forms and a related administrative policy. Each medical marijuana business interested in operating pursuant to this Article may submit an application together with a nonrefundable processing fee in an amount established by the City Council within twenty (20) days after April 14, 2016. The City shall not accept applications or process applications after this time. Thereafter, whenever a medical marijuana business permit becomes available staff shall notify City Council, and after receiving direction from City Council, staff shall notify the public and open the application process for twenty (20) days from the public notice. The City shall not accept applications or process applications after this time.
  
- B. Applicants are prohibited from lobbying members of the City Council regarding the approval of a Permit. Applicants are prohibited from contacting any City Council member regarding a medical marijuana business or a Permit between the date that the applications become available and the date that the City Council acts on an application. Any attempt to contact a City Council member during this period shall disqualify the applicant from consideration for a Permit.
  
- C. Applications for Permits shall be in writing on forms prepared and provided by the City and shall be filed with the City. Applicants are not required to have secured a final location for the medical marijuana business at the time of applying. However, final approval of a Permit is subject to having a location selected and approved by the City. Such applications shall be under oath, in duplicate, and shall contain the following information:
  - 1. A complete identification of the applicant.
  - 2. The name and residence and business address of the owner, manager, or person to be in charge.
  - 3. Whether or not the applicant has had a permit for the same or any similar business suspended or revoked anywhere and, if so, the circumstances of such suspension or revocation.
  - 4. Whether or not the applicant or any member has ever been convicted in any court for any crime.
  - 5. A description of the type, nature and extent of the enterprise to be conducted.
  - 6. A detailed operating plan describing how the medical marijuana business is envisioned to operate consistent with the intent of State law and the provisions of this Article, including but not limited to:

- a. Site Plan. A site plan showing the applicants plans for the medical marijuana business. If a final location has not been selected the site plan should demonstrate the applicants vision for the medical marijuana business.
- b. Floor Plan. If the Permit is for a dispensary or a joint dispensary and cultivation and manufacturing facility, the dispensary shall have a lobby waiting area at the entrance to the dispensary to receive clients, and a separate and secure designated area for dispensing medical marijuana to qualified patients or designated caregivers. The primary entrance shall be located and maintained clear of barriers, landscaping and similar obstructions so that it is clearly visible from public streets, sidewalks or site driveways.
- c. Storage. A medical marijuana business shall have suitable locked storage on premises, identified and approved as a part of the security plan, for after-hours storage of medical marijuana.
- d. Security Plans. A medical marijuana business shall provide adequate security on the premises, in accordance with a security plan approved by the Chief of Police and as reviewed by the City Council, including provisions for adequate lighting and alarms, in order to ensure the safety of persons and to protect the premises from theft. The medical marijuana business shall have twenty-four hour armed security.
- e. Security Cameras. Security surveillance cameras shall operate twenty-four hours per day and be installed to monitor the main entrance and exterior of the premises to discourage and to report loitering, crime, illegal or nuisance activities. Security video shall be maintained for a period of not less than 30 days.
- f. Alarm System. Professionally monitored robbery alarm and burglary alarm systems shall be installed and maintained in good working condition within the medical marijuana business at all times.
- g. Emergency Contact. A medical marijuana business shall provide an emergency contact with the name, cell phone number, and facsimile number of an on-site community relations staff person to whom the City may provide notice of any operating problems associated with the dispensary.
- h. Controls to verify membership to ensure medical marijuana will be dispensed only to qualified patients and primary caregivers, and
- i. Controls to acquire, possess, and distribute marijuana to and from members, and plans to ensure marijuana is acquired as

part of a closed-circuit of marijuana cultivation and consumption.

7. A criminal background check.
  8. Such other information deemed necessary to conduct any investigation or background check of the applicant, and for the City to determine compliance with this Article, the City's Municipal Code and Zoning Code.
- D. All applicants shall demonstrate compliance with State law, during the course of the permit application procedure described under this Section, prior to issuing a Permit, and upon the issuance of a Permit, thereafter.
- E. Any applicant hereunder is seeking the granting of a privilege. Therefore, the burden of proving qualifications to receive such a Permit is at all times on the applicant. By making an application for such a Permit applicant accepts all risks of adverse public notice, publicity, embarrassment, criticism, financial loss, or all other actions and consequences which may result from activities with respect to reviewing, processing, approving or disapproving any application. An applicant is expressly permitting the city to make such investigation and inquiry that the city determines appropriate and is further expressly authorizing the city to conduct such verification of criminal history and financial condition as the city elects to pursue. An application shall include an express written waiver of any claims for damages against the city or its agent resulting therefrom and waiving any claims for damages against the city for denying an application, such waivers expressly constitutes a material consideration for the city agreeing to consider and process such application.

### **3-1.2405 Investigation.**

- A. The City Council shall cause investigations to be made to ascertain what effect, if any, the issuance of the Permit will have on the public peace, health, safety, and general welfare of the City and its inhabitants.
- B. The Police Chief shall ascertain whether or not the applicant or other persons interested in the Permit have been convicted of a felony or any crime involving theft, embezzlement, or moral turpitude or have had a license or permit for a similar business suspended, canceled, or revoked.
- C. Duty of Building Official and Fire Chief. The Fire Chief and the Building Official, within the jurisdiction and duties of their particular departments, shall ascertain whether or not the premises to be used are suitable, proper, adequate, and comply with applicable laws for the issuance of the Permit.

- D. Reports. The Police Chief shall make a report to the City Council of his or her findings, together with his or her recommendations, if any. The Fire Chief and Building Official shall each investigate and report to the City Council as to compliance with building and fire regulations, and floor area regulations. Such investigating officers shall include in their respective reports any information they may have regarding the character and reputation of the applicant, manager, other person to be in charge of the premises, and/or the person owning the business.
- E. If any of the investigating officers shall find, after the investigation as provided in this section, that the premises do not comply with applicable laws or such use of the premises would result in a violation of any law, he or she shall recommend that the application be denied.

### **3-1.2406 Review and Issuance of Permit.**

- A. The City Council shall review all applications and shall consider the issuance of Permits at the first City Council meeting after close of the application submittal period. The issuance of a Permit by the City Council shall be discretionary based on the following review criteria:
  - 1. That the proposed medical marijuana business is consistent with the intent of State law, the provisions of this Article and the Municipal Code, including the application submittal and operating requirements herein.
  - 2. That the proposed medical marijuana business will not result in significant crime issues.
  - 3. That all required application materials have been provided.
  - 4. That the requested Permit would not exceed limitations on number of licenses allowed by this Article.
  - 5. That issuance of a Permit for the size requested is justified to meet the needs of residents.
  - 6. That issuance of the Permit would serve the needs of residents.
  - 7. That the location is not prohibited by the provisions of this Article or any local or State law, statute, rule or regulation and no significant nuisance issues or problems are anticipated or resulted.
  - 8. That the site plan, floor plan, and security plan have incorporated features necessary to assist in reducing potential crime-related problems and as specified in the operating requirements of this Article.
  - 9. That no medical marijuana owner, licensee, agent, or employee affiliated with the applicant has violated any provision of this Article.
  - 10. That all reasonable measures have been incorporated into the plan and consistently taken to successfully control the medical marijuana businesses' patrons' conduct resulting in disturbances, vandalism, uncontrolled crowds, traffic control problems, ingesting

medical marijuana in public, or creation of a public or private nuisance, or interference of the operation of another business.

11. That the medical marijuana business would not adversely affect the health, peace or safety of persons living or working in the surrounding area, overly burden a specific neighborhood with special needs or high impact uses, or contribute to a public nuisance.
12. That the applicant has not violated any local or state law, statute, rule or regulation respecting the distribution, possession, or consumption of medical marijuana.
13. That the applicant has not knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the application for a Permit.
14. That the applicant, his or her agent or employees, or any person who is exercising managerial authority on behalf of the applicant has not been convicted of a felony, or of a misdemeanor involving moral turpitude, or has engaged in misconduct related to the qualifications, functions or duties of a permittee. A conviction within the meaning of this section means a plea or verdict of guilty or a conviction following a plea of nolo contendere.
15. That the applicant has not engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.
16. The capacity, capitalization, and complaint history of the proposed medical marijuana business.

B. The City Council shall grant, conditionally grant, or deny the application.

C. The City Council shall issue no more than three (3) Permits for the operation of medical marijuana businesses in the City. If legalization of recreational marijuana passes at the state level, the number of Permits shall still be limited to the three (3) Permits referred to and stated in this subsection. A permittee may choose to open and operate a dispensary, a cultivation and manufacturing facility, or expand from either a dispensary or cultivation and manufacturing facility to both a dispensary and cultivation and manufacturing facility at the same location with City Manager approval.

D. The determination of the City Council shall be final.

### **3-1.2407 Permit Expiration and Renewal.**

All Permits shall automatically renew annually unless the Permit is revoked or suspended.

### **3-1.2408 Permit Suspension and Revocation.**

- A. In the event the permittee has violated any provisions, rules or regulations in this Article or has violated or permitted the infraction of any law of the State or the City, the permittee shall be provided notice and given twenty (20) days to cure the violation. The 20 day cure period shall not apply to medical marijuana business operating within the City of Huntington Park without a valid Permit.
- B. In the event the permittee fails to cure the violation within 20 days, any Permit issued pursuant to the Article shall be summarily suspended. Notice of the suspension shall be provided by posting on the premises.
- C. At its next regular meeting, the City Council shall hear the matter, giving at least twenty (20) days' notice of such hearing to the permittee. The hearing may be continued from time to time at the discretion of the City Council.
- D. Upon the conclusion of the hearing, the City Council may continue the suspension, revoke the Permit, or terminate the suspension and reinstate the Permit. If the permittee fails to attend the hearing the Permit shall be terminated. The decision of the City Council shall be final and conclusive.

#### **3-1.2409 Permit Assignability.**

- A. It shall be unlawful for any permittee to transfer, assign or attempt to assign any Permit issued pursuant to the Article without written approval from the City Council and compliance with any other City requirements and approvals.
- B. It shall be unlawful for any permittee to move to a new location within the permitted zone without written approval from the City Manager and compliance with any other City requirements and approvals.

#### **3-1.2410 Regulatory Fee and Seller's Permit.**

- A. In addition to the Permit application fee, the medical marijuana business shall pay an annual Regulatory Fee. The Regulatory Fee shall be set by City Council resolution, as modified from time to time. The Regulatory Fee shall cover staff time for monitoring, regulation, documenting breach, and nullifying Permits. The Regulatory Fee will be cost recovering.
- B. The State Board of Equalization has determined that medical marijuana transactions are subject to sales tax, regardless of whether the individual or group makes a profit, and those engaging in transactions involving medical marijuana must obtain a seller's permit from the State Board of Equalization.

### **3-1.2411 Use of Revenue.**

- A. Fifteen percent (15%) of revenues collected by the City from the medical marijuana business shall be set aside and used by the City to fund an Educational, Youth and/or Senior Programs Fund for the City Council to use at its discretion. City Council approval shall be required prior to use of such funds. The Educational and/or Youth Programs Fund shall be established prior to the first City Council meeting after close the application submittal period.
- B. Fifteen percent (15%) of revenue collected by the City from the medical marijuana business shall be set aside and used by the City to fund a Residents Water Rate Fund account for the City Council's discretionary use to lower and/or prevent water rate increase. City Council approval shall be required prior to use of such funds. The Residents Water Rate Fund account shall be established prior to the first City Council meeting after close the application submittal period.

### **3-1.2412 Operating Requirements and Standards.**

The medical marijuana business shall comply with operating requirements and standards. Noncompliance of such operating requirements and standards shall constitute a breach of the Permit issued hereunder and may render such Permit suspended or revoked. In addition to any other operating requirements and standards established by the City Council, permittees must comply with the following operating requirements and standards:

- A. Operating Agreement. All Permittees under this Article shall enter into an operating agreement with the City and shall comply with all terms within such negotiated and agreed upon operating agreement.
- B. Location. The final location of a medical marijuana business is subject to compliance with the City Municipal Code and must be approved by the City. The location of the medical marijuana business shall not be within 600 feet of a public or private school, park, or religious structure.
- C. Hours of Operation. A medical marijuana business may only operate between the hours of 9:00 am to 8 pm, Monday through Sunday.
- D. Cash Management System. Cash handling and all cash transactions by employees are prohibited at any medical marijuana business. All medical marijuana transactions shall operate through a cash management system that includes and has a point of sale and seed to sale system, all integrated into one cash management operating system. All transactions must be completed through this system.

- E. Use of Marijuana. No marijuana shall be smoked, ingested or otherwise consumed on the premises of the medical marijuana business.
- F. Minors. It is unlawful for any medical marijuana business permittee, operator, or other person in charge of any medical marijuana business to employ any person who is not at least 18 years of age. Persons under the age of 18 shall not be allowed on the premises of a medical marijuana business. The entrance to a medical marijuana business shall be clearly and legibly posted with a notice indicating that persons under the age of 18 are precluded from entering the premises.
- G. Alcohol. The medical marijuana business shall not hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages.
- H. Operating Plan. A medical marijuana business must operate in accordance with the operating plan, as detailed in Section 3-1.2404, submitted as part of the permittees' Permit application.
- I. Exterior Signage. All exterior signage must comply with the City's existing sign ordinance.
- J. Loitering. Loitering shall not be permitted in front of or at the medical marijuana business.
- K. If the medical marijuana business is a medical marijuana dispensary or a joint medical marijuana dispensary and cultivation and manufacturing facility, the following operating standards shall apply to the dispensary:
  - 1. Dispensing. A dispensary shall only dispense to qualified patients or primary caregivers with a currently valid physician's approval or recommendation in compliance with the criteria in California Health and Safety Code Section 11362.5 et seq or a state or county issued Medical Marijuana Identification Card. Dispensaries shall require such persons to provide valid official identification, such as a Department of Motor Vehicles driver's license or State Identification Card. Prior to dispensing medical cannabis, the dispensary shall obtain a verification from the recommending physician's office personnel that the individual requesting medical cannabis is or remains a qualified patient pursuant to state Health & Safety Code Section 11362.5.
  - 2. Access. The entrance area of the dispensary building shall be strictly controlled. A viewer or video camera shall be installed in the door that allows maximum angle of view of the exterior entrance.

- L. If the medical marijuana business is a cultivation and manufacturing facility or a joint medical marijuana dispensary and cultivation and manufacturing facility, the following operating standards shall apply to the cultivation and manufacturing facility:
  - 1. Indoor cultivation. A cultivation and manufacturing facility may only cultivate marijuana indoors, no outdoor cultivation shall be permitted.
  - 2. Access. The entrance area of the cultivation and manufacturing facility shall be strictly controlled. A viewer or video camera shall be installed in the door that allows maximum angle of view of the exterior entrance.

**3-1.2413 Examination of Books, Records, Witnesses.**

- A. The City shall be provided access to any and all financial information at any time, as needed.
- B. The City is authorized to examine the books, papers, tax returns and records of any permittee for the purpose of verifying the accuracy of any information provided.
- C. The Police Department is authorized to review the security video maintained by the medical marijuana business.
- D. The City is authorized to examine a person under oath, for the purpose of verifying the accuracy of any information provide.
- E. Every permittee is directed and required to furnish to the City the means, facilities and opportunity for making such financial examinations and investigations.
- F. Any permittee refusal to comply with this Section shall be deemed a violation of this Article.

**3-1.2414 Liability and Indemnification.**

- A. To the fullest extent permitted by law, any actions taken by a public officer or employee under the provisions of this Article shall not become a personal liability of any public officer or employee of the City.
- B. The permittees under this Article hereby agree to save, defend, indemnify and keep harmless the City and its officials, officers, employees, representatives, agents and volunteers from all actions, claims, demands, litigation, or proceedings, including those for attorneys' fees, against the City in consequence of the granting of this permit, and will in all things

strictly comply with the conditions under which this permit is granted, if any.

### **3-1.2415 Prohibited Operations.**

- A. All medical marijuana businesses that do not have a Permit under this Article are expressly prohibited. All medical marijuana businesses in violation of California Health and Safety Code Section 11326.7 et seq. and 11362.5 and this Article are expressly prohibited. It is unlawful for any medical marijuana business in the City, or any agent, employee or representative of such business, to permit any breach of peace therein or any disturbance of public order or decorum by any tumultuous, riotous or disorderly conduct on the premises of the dispensary.
- B. No use which purports to have delivered, cultivated or distributed marijuana prior to the enactment of this chapter shall be deemed to have been a legally established use under the provisions of the Huntington Park Zoning Code, this Article, or any other local ordinance, rule or regulation, and such use shall not be entitled to claim legal nonconforming status.

### **3-1.2416 Violations and Enforcement.**

- A. Cure period. In the event the permittee has violated any provisions, rules or regulations of this Article or has violated or permitted the infraction of any law of the State or the City, the permittee shall be provided notice and given twenty (20) days to cure the violation before any penalties begin to accrue. The 20 day cure period shall not apply to any medical marijuana business operating within the City of Huntington Park without a valid Permit.
- B. Violations. After the cure period, each and every violation of this Article shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by this Code and the State of California.
- B. Penalties. Any person guilty of a misdemeanor pursuant to the provisions of this Article shall be punishable as set forth in Chapter 2 of Title 1 of this Code.
- C. Public nuisances. In addition to the penalties provided for violations, any condition caused or permitted to exist in violation of any of the provisions of this Article after the cure period shall be deemed a public nuisance and may be summarily abated as such by the City, and each day such violation continues shall be regarded as a new and separate offense.

**SECTION 5.** The City Council finds and determines that the adoption of this Ordinance is exempt from CEQA under Sections 15061(b)(3) (common sense exemption) of the State CEQA Guidelines.

**SECTION 6.** If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 7.** Any amendment to any section, subsection, subdivision, sentence, clause, phrase or portion of Article 19 of Title 4, Chapter 7 of the Huntington Park Municipal Code or Article 24 of Title 3, Chapter 1 of the Huntington Park Municipal Code requires a four-fifths (4/5) vote of the Huntington Park City Council.

**SECTION 8.** The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published in the manner prescribed by law.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Karina Macias, Mayor

**ATTEST:**

\_\_\_\_\_  
Donna Schwartz, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

4828-4454-3790, v. 1-1293-1629, v. 4-1293-1629, v. 3

1 **PC RESOLUTION NO. 2016-04**

2 **A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF**  
3 **HUNTINGTON PARK RECOMMENDING TO THE CITY COUNCIL THE ADOPTION OF**  
4 **AN ORDINANCE (ZOA CASE NO. 2016-04) AMENDING ARTICLE 23 OF TITLE 9,**  
5 **CHAPTER 3 AND SECTION 9-4.302 RELATING TO MEDICAL MARIJUANA**  
6 **CULTIVATION ESTABLISHMENTS AND MEDICAL MARIJUANA DISPENSARIES**

7 **WHEREAS**, the Planning Commission of the City of Huntington Park, after notice duly  
8 given as required by law, held a special public hearing on Monday, February 8, 2016 at 6:30  
9 p.m., in the City Hall, 6550 Miles Avenue, Huntington Park, California, to consider  
10 recommending to the City Council the adoption of an Ordinance amending Title 9, Chapter  
11 3, Article 23, and Section 9-4.302 of the Huntington Park Municipal Code related to Medical  
12 Marijuana Cultivation Establishments and Medical Marijuana Dispensaries, within the  
13 Manufacturing Planned Development (MPD) Zone;

14 **WHEREAS**, the proposed Ordinance promotes and is consistent with the goals of the  
15 General Plan; and

16 **WHEREAS**, the Municipal Code is a document that will be subject to change from time  
17 to time due to changes in policy, designs, development trends, new uses and/or situations  
18 that were not considered; and

19 **WHEREAS**, the effect on existing land uses within the City has been analyzed with  
20 respect to the proposed amendments; and

21 **WHEREAS**, the proposed Ordinance will not adversely affect property values and will  
22 not be detrimental to the City; and

23 **WHEREAS**, the proposed Zoning Ordinance Amendment will be in the interest and  
24 furtherance of the public health, safety, and general welfare; and

25 **WHEREAS**, the City of Huntington Park, California, pursuant to the provisions of the  
26 California Environmental Quality Act (hereinafter "CEQA") (California Public Resources Code  
27 Sections 21000 et seq.) and State CEQA guidelines, it has been determined that adoption  
28 and implementation of the proposed Ordinance is exempt from CEQA pursuant to Section  
15601 (b) (3) (General Rule); and

1           **WHEREAS**, all persons appearing for or against the recommendation to adopt the  
2 Zoning Ordinance Amendment were given the opportunity to be heard in connection with said  
3 matter; and

4           **WHEREAS**, written comments received prior to the hearing, and responses to such  
5 comments, were reviewed and considered by the Planning Commission.  
6

7           **NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF**  
8 **HUNTINGTON PARK DOES FIND, DETERMINE, RECOMMEND AND RESOLVES AS**  
9 **FOLLOWS:**

10  
11           **SECTION 1:** The proposed Ordinance amending the Huntington Park Municipal Code,  
12 as attached hereto and marked Exhibit “A” has been presented to the Planning Commission,  
13 and the Commission has reviewed and considered the information therein prior to any action  
14 on the adoption of this Resolution.

15           **SECTION 2.** The Planning Commission hereby makes the following findings in  
16 connection with the proposed Zoning Ordinance Amendment:

17           **1. The proposed amendment is consistent with the General Plan.**

18           The Zone Ordinance Amendment will be consistent with Goal 1.0, Policy 1.3, by  
19 providing for a mix of land uses which meets the diverse needs of all Huntington Park  
20 residents, offers a variety of employment opportunities, and allows the capture of  
21 regional goal by providing for an expanded industrial base and creating new areas for  
22 compatible industrial uses through both redevelopment and private enterprise. By  
23 amending the Municipal Code, the industrial/manufacturing zones will be allowed to  
24 establish medical marijuana businesses and provide residents requiring medical  
25 marijuana with local sources.

26           **2. The proposed amendment would not be detrimental to the public interest, health,**  
27 **safety, convenience or welfare of the City.**

28           The permitting process for medical marijuana establishments will be required to comply

1 with all municipal requirements and will be required to go through a review process  
2 involving Public Safety, Finance, Planning, and City Council. In addition, medical  
3 marijuana establishments will be restricted to the industrial/manufacturing zone with a  
4 maximum of 3 permits being issued.

5 **3. The proposed project has been reviewed in compliance with the provisions of**  
6 **the California Environmental Quality Act (CEQA), and the City's Guidelines.**

7 The proposed Zone Ordinance Amendment has been determined to be exempt from  
8 environmental review under CEQA Guidelines pursuant to section 1061 (b) (3)  
9 (General Rule) due to the fact that there is no possibility that the project may have  
10 significant effect on the environment.

11 **4. The proposed amendment is internally consistent with other applicable**  
12 **provisions of the Municipal Code.**

13 The proposed amendment will be consistent with other Code provisions and  
14 applications for medical marijuana permits will be reviewed on a case-by-case basis to  
15 ensure compliance with all Municipal Code requirements.

16 **SECTION 3:** The Secretary of the Planning Commission shall certify to the adoption  
17 of this resolution and a copy thereof shall be filed with the City Clerk.

18  
19 **PASSED, APPROVED, AND ADOPTED this 8th day of February 2016 by the**  
20 **following vote:**

21 AYES:

22 NOES:

23 ABSENT:

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HUNTINGTON PARK PLANNING COMMISSION

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Eddie Carvajal, Chairperson

ATTEST:

\_\_\_\_\_  
Carlos Luis, Secretary