

# CITY OF HUNTINGTON PARK

## City Council Regular Meeting Agenda Tuesday, May 3, 2016

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

**Graciela Ortiz**  
Mayor

**Marilyn Sanabria**  
Vice Mayor

**Jhonny Pineda**  
Council Member



**Karina Macias**  
Council Member

**Valentin Palos Amezquita**  
Council Member

All agenda items and reports are available for review in the City Clerk's Office and [www.hpca.gov](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 Graciela Ortiz  
Vice Mayor Marilyn Sanabria  
Council Member Valentin Palos Amezquita  
Council Member Karina Macias  
Council Member Jhonny Pineda

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATIONS AND ANNOUNCEMENTS**

Proclamation Presented to San Antonio Mental Health Clinic and LAUSD Mental Health Program, Proclaiming the Month of May "Mental Health Awareness Month"

"Certificate of Recognition" Presented to Nick "The Greek" Ioannidis, Celebrating his 41<sup>st</sup> Year Anniversary as a United States Citizen

Presentation on the City's Fiscal Year (FY) 2014/2015 Audit

## **PUBLIC COMMENT**

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

## **STAFF RESPONSE**

RECESS TO CLOSED SESSION

## **CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
(Government Code section 54956.9(d)(2)) – One matter
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
  
City of Huntington Park v. County of Los Angeles, et al.  
L.A.S.C No. BC 547969
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
(Government Code Section 54956.9 (d)(4)) – One matter

## RECONVENE TO OPEN SESSION

### CLOSED SESSION ANNOUNCEMENT

#### CONSENT CALENDAR

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

#### OFFICE OF THE CITY CLERK

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

1-1 Regular City Council Meeting held Tuesday, April 19, 2016;

#### COMMUNITY DEVELOPMENT

**2. Adopt Ordinance Amending the Land Use Element of the General Plan; and Ordinance Amending Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code Relating to Property Development Standards; a Conditional Use Permit to Establish a Self-Storage Facility; a Development Permit for the Construction of Two Warehouse Buildings Totaling 245,000 Square Feet; a Tentative Parcel Map to Divide One Parcel into Two; and the Adoption of a Mitigated Negative Declaration Under the California Environmental Quality Act (CEQA) for Property Located at 6901 Alameda Street within the Manufacturing Planned Development (MPD) Zone**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Second reading, waive further reading, and adopt Ordinance No. 2016-948, amending the Land Use Element of the General Plan, and Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code relating to property development standards.

#### COUNCIL

**3. Resolution Adopting an Order of Business at City Council Meetings**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2016-15, Amending Resolution No. 2016-12, Adopting an Order of Business at City Council Meetings.

**CONSENT CALENDAR (continued)**

**FINANCE**

4. **Approve Accounts Payable and Payroll Warrants dated May 3, 2016**

**END OF CONSENT CALENDAR**

**REGULAR AGENDA**

**COUNCIL**

5. **Reappointment of City Council Member to the Los Angeles County Sanitation District No. 1**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Reappoint City Council Member as Alternate to the Los Angeles County Sanitation District No. 1.

**CITY MANAGER**

6. **Discussion and/or Approval of Metro Grant Application for an Open Streets Program**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City to submit a grant application for the Open Streets Program offered by the Los Angeles County Metropolitan Transportation Authority (Metro) to apply for funding of an open streets event in partnership with the City of Vernon and potentially other neighboring jurisdictions and nonprofit agencies.

**PARKS AND RECREATION**

7. **Review and Approve License Agreement with Schoeppner Shows to Provide a Four (4) Day Carnival, July 1-4, 2016, at Salt Lake Park**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review Schoeppner application and agreement; and
2. Authorize City Manager to execute the license agreement.

## REGULAR AGENDA (continued)

### POLICE

#### **8. Approve Request to Purchase New Computer Hardware and Software for Police Department Information Technology Section**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Finance Director to budget and appropriate the amount of \$74,900 from the Police Forfeiture Fund #229-7010-421.74.10 to be fully expended on the project described during the current FY 2015/2016.
2. Authorize the services of LAN WAN, acting as a single source option, to install and implement newly purchased hardware and software; and
3. Authorize the Chief of Police to acquire hardware and other associated equipment, software and labor costs needed to complete this project.

### PUBLIC WORKS

#### **9. Approve Contract Agreement for the Pacific Boulevard Improvements from Florence Avenue to Slauson Avenue**

##### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Award contract to lowest responsible bidder Interlog who has expressed concerns with moving forward with the project unless they notify us in writing that they are unable to perform the work at the price they bid, in that event we will award the contract to Griffith, the next lowest responsible bidder;
2. Authorize the City Manager or designee to execute the Contract Agreement;
3. Authorize \$1,800,000.00 Street Operations and Capital Outlay Improvements and \$100,468.00 Pedestrian and Bike Path Fund Improvements; and
4. 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.

**REGULAR AGENDA (continued)**

- 10. Reject all Bids and Direct Public Works to Complete the Modified Crosswalk Improvements at 57<sup>th</sup> and 58<sup>th</sup> Streets at Pacific Boulevard Project**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Reject all submitted bids;
2. Authorize Public Works to complete the construction of the modified crosswalk improvements.

- 11. Authorize the Solicitation of Bids for the Lease of 800 Acre Feet of Water Rights, Without Flex**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the City Manager, or his designee, to solicit bids for the lease of 800 acre feet of water rights, without flex (flex being the carryover privileges associated with the quantity of leased water rights) and,
2. Authorize the City Manager to execute any and all documents pursuant to the leasing of water rights for the City Water Utility.

- 12. Approve Resolution and Authorization for the Submittal of an Application to the Water Replenishment District (WRD) for a Safe Drinking Water Program for Well 15**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2016-16, Authorizing the City to apply for Funding from the Safe Drinking Water Program for improvements to Well 15; and
2. Authorize the City Manager to execute the application and any documents required pursuant to the program.

**FINANCE**

- 13. Authorization to Enter into an Agreement for the Provision of a City-Wide Inventory Relating to the City's Capital Assets; and Authorizing the City Manager to Execute such Agreement**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the provision of a City-wide physical inventory of the City's capital assets to be carried out by the Sunflower Systems and which is to be completed prior to the end of FY 15/16; and

**REGULAR AGENDA ITEM 13 (continued)**

**FINANCE (continued)**

2. Authorize the City Manager to execute the agreement, the form of which is provided with this staff report.

**CITY CLERK**

**14. Discussion Regarding Minutes for City Council Meeting and Policies Pertaining to Official City Recognition**

- DISCUSSION ONLY -

**END OF REGULAR AGENDA**

**PUBLIC HEARING**

**COMMUNITY DEVELOPMENT**

**15. Consideration and Adoption of the City of Huntington Park's Fiscal Year (FY) 2016/2017 Annual Action Plan**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Consider public testimony and staff's analysis;
3. Adopt the Fiscal Year 2016/2017 Annual Action Plan;
4. Appropriate funds in the City's FY 2016/2017 budget in accordance with the recommended allocations specified in the Annual Action Plan; and
5. Authorize the City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD).

**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS**

## **COUNCIL COMMUNICATIONS**

**Council Member Valentin Palos Amezquita**

**Council Member Karina Macias**

**Council Member Jhonny Pineda**

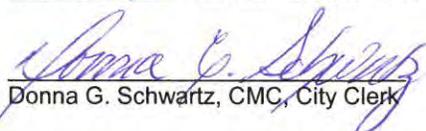
**Vice Mayor Marilyn Sanabria**

**Mayor Graciela Ortiz**

## **ADJOURNMENT**

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, May 19, 2016, at 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted within 72 hours at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) on the 29<sup>th</sup> of April 2016.

  
Donna G. Schwartz, CMC, City Clerk

Regular Meeting of the  
City of Huntington Park City Council  
Tuesday, April 19, 2016

Sergeant at Arms read the Rules of Decorum.

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:01 p.m. on Tuesday, April 19, 2016, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

**ROLL CALL**

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

**INVOCATION**

The invocation was led by Mayor Ortiz.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Analize Lopez, 10 years old, Lucille Roybal-Allard Elementary School.

**PRESENTATIONS AND ANNOUNCEMENTS**

Council presented a "Certificate of Recognition" to Analize Lopez for leading the Pledge of Allegiance.

Council presented "Certificates of Recognition" to Linda E. Marquez High School Boys Varsity Basketball Team for Winning the CIF Championships and "Certificates of Appreciation" to the Head Coach, Assistant Coach, Athletic Director and Principals for their Support, Dedication and Commitment to the Students of Linda E. Marquez High School.

Council presented a "Certificate of Recognition" to the Middleton Primary Center, Celebrating 10 Years of Establishment in the City of Huntington Park.

Council presented "Certificates of Recognition" to the Baker to Vegas Team for Their Competitive Effort in the 2016 Baker to Vegas 120 Mile Relay Race Competition.

Christina Dixon, Staff Analyst, Public Works Department introduced Shana Miclea, and Sigrid Lopez of United Pacific Waste (UPW) who presented awards to the winners of the "Bucks for Bulkies" program.

**PUBLIC COMMENT**

1. Vaughn Becht, We the People Rising, commented on different versions of the bible and noted his desire for two appointments on the commissions be removed.
2. Armando Contreras, voiced concern with bulky items being dropped off on his block by people that don't live there. Noted his items are being picked up but not the rest of the items, requested that Police to drive through his block to attempt to catch the people who are dropping off their items.
3. Lorena Anaya, Middleton Elementary School, spoke in support of Middleton School and in opposition to Valiente Charter School. Ms. Anaya also spoke in support of agenda item 3 resolution in support to stop the privatizing of California's public school.

## **PUBLIC COMMENT (continued)**

4. Lucinda Cruz, stated she uses the bus service and would like to see it running on Saturdays and Sundays to allow her to go to mass and to the hospital, feels the taxi service can't accommodate all the calls and would like the bus to be available more hours.
5. Rodolfo Cruz, commented on various issues in the city, campaign funds, streets need fixing, tax on cell phones, not having enough police on the streets with regard to the homeless, trash in the streets, and falling trees.
6. Jenny Rosales, representative of SELPA South East Los Angeles, spoke in support of Middleton School and opposed to Valiente Charter School.
7. Betty Robinson, We the People Rising, spoke in regards to immigration and areas that are sanctuaries, noted deaths involving people who shouldn't be in the country, and commented on the 287G program.
8. Sandra Orozco, quoted the bible, spoke about righteousness, noted Middleton teachers in attendance and Council that had attended a meeting in support of Middleton, noted those who attended City of Cudahy's reorganization, commented on City Attorney, acknowledged We the People, Nick the Greek and spoke in opposition to Council.
9. Betty Retama, commented on the medical marijuana dispensaries, the Mexican mafia and remarked forensic audit.
10. Robin Hvidston, We the People Rising, stated City Council should be an example by appointing commissioners legally, noted Nick the Greek would be celebrating 41 years of citizenship, and that a cake was brought tonight for Nick.
11. Arthur Schaper, We the People Rising, honored Nick Ioannidis in celebrating 41 years of citizenship, acknowledged Council Member Amezquita, noted Council Member Pineda's attendance at City of Cudahy's reorganization, commented on agenda item 2, and spoke in opposition to Council.

Mayor Ortiz gave Arthur Schaper his first warning for being disruptive.

12. Dr. Newman, read passages from the bible, commented on marijuana dispensaries, closed session items, and noted an event he attended.
13. America First Latinos, We the People Rising, Raul Rodriguez Jr., noted previous request to remove illegal immigrants, commented on a forensic audit, referenced the Constitution of the United States, acknowledged Council Member Amezquita, and spoke in opposition to Council.
14. Nick Ioannidis, commented on his 41<sup>st</sup> anniversary of citizenship and his life and various issues he has had in the city.
15. DeAnn D'Lean, We the People Rising, commented on removing the two appointees, demanded a forensic audit, referenced the Brown Act, and remarked accurate tallies and videos are being kept of the meetings to send to DA.
16. Valentin Amezquita, recognized Nick the Greek and his years in the city, noted all the certificates he has received, feels a museum is needed for his artifacts, mentioned a certificate to be presented to him at the next Council meeting, commented on the law and sentimental things with regard to immigration.

## **STAFF RESPONSE**

Mayor Ortiz asked City Manager to follow-up with Mr. Armando Contreras regarding the bulky items on Clarendon. Mayor Ortiz commented on Ms. Rosales's comment regarding the charter school issue. Ms. Ortiz stated it is LAUSD that is in charge of the decisions that are made at Middleton Elementary School and asked City Manager to

clarify the situation. City Manager Cisneros explained that LAUSD is considering co-locating Valiente Charter and that the City Council has no formal way to sway any decisions made by LAUSD, however public pressure and support by Council can urge them to take the community into account.

Vice Mayor Sanabria asked City Manager to clarify the cell phone tax stating it is a State law that was passed. City Manager Cisneros confirmed that it is a State law that passed and asked Interim Finance Director Mazyck to explain. Ms. Mazyck stated last year the City began to collect the tax associated with the law that was passed in the State of California.

Council Member Amezquita stated he voted against the tax feels it would have a negative effect to the residents and noted it was optional.

Mayor Ortiz called first warning on Dr. Newman for being out of order.

Mayor Ortiz announced a certificate will be given to Nick the Greek at the next meeting and that the request was made after the agenda had already been posted.

Mayor Ortiz announced she would be recusing herself from the entire Consent Calendar due to the resolution regarding public schools and the fact that she works for the Los Angeles Unified School District, Vice Mayor Sanabria will reconvene the meeting after closed session and she (Mayor) will be returning at the start of Regular Agenda.

### **CLOSED SESSION**

At 7:37 p.m. City Attorney Alvarez-Glasman recessed to closed session.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
(Government Code section 54956.9(d)(2)) – Two matters
2. CONFERENCE WITH LABOR NEGOTIATOR - Regarding Represented Employees  
(Government Code Section 54957.6(a))  
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City Manager  
Employee Organization: Police Officers Association
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
Santa Fe Ave Marijuana Dispensary/Huntington Park v. OG 25 CAP Collective  
L.A.S.C No. VC 065057
4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
City of Huntington Park v. Santa Coronado  
L.A.S.C No. BC 564026
5. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
City of Huntington Park v. County of Los Angeles, et al.  
L.A.S.C No. BC 547969
6. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
(Government Code Section 54956.9 (d)(4)) – One matter

At 9:45 p.m. Vice Mayor Sanabria reconvened to open session. All Council Members present with the exception of Mayor Ortiz who recused herself from the consent calendar due to conflict of interest related to consent item 3.

## **CLOSED SESSION ANNOUNCEMENT**

City Attorney Alvarez-Glasman announced closed session items 1-6 were discussed by Council, for Item 1) one matter was discussed regarding the State Department of Finance, direction given to legal Counsel, no final action was taken, nothing to report. Item 2) Conference with labor negotiator and Police Officers Association, no action taken, nothing to report. Item 3) no action taken, nothing to report. Item 4) no action taken, nothing to report. Item 5) County of LA vs. City of Huntington Park, direction was provided, bring back to council at later date for further consideration and for Item 6) direction was provided, no action taken, nothing to report.

## **CONSENT CALENDAR**

**Motion:** Council Member Amezcuita motioned to pull item 2 for discussion. Motion failed due to lack of a second.

**Motion:** Council Member Macias motioned to approve consent items, seconded by Council Member Pineda. Motion passed 4-0 by the following vote with the exception of item 2 motion passed 3-1 (Amezcuita NO) (Mayor Ortiz had recused herself from consent calendar):

### **ROLL CALL Items 1, 3, 4, and 5:**

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

NOES: Council Member(s): None

### **ROLL CALL Item 2:**

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

NOES: Council Member(s): Amezcuita

## **OFFICE OF THE CITY CLERK**

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

**1-1** Regular City Council Meeting held Tuesday, April 5, 2016;

**1-2** Special City Council Meeting, Goal Setting Discussion, held Friday, March 11 and Saturday, March 12, 2016; and

**1-3** Regular City Council Meeting held Tuesday, March 15, 2016

## **CITY MANAGER**

- 2.** Rescinded the actions taken by the City Council at its Special City Council meeting dated December 23, 2015, relative to the approval of an additional appropriation for contract services with Granicus, Inc., the authorization to replace bus numbers 962, 978, 369 and 961 with new vehicles purchased in a not-to-exceed amount of \$260,000 and the approval of accounts payable and payroll warrants dated December 23, 2015; approved additional appropriation of \$8,287 to account 111-1010-411.56-41 to ensure budgetary sufficiency for FY 15-16 for Granicus Inc. for upgrade to video streaming software (Granicus Open Platform) and encoder (Granicus Encoding Appliance) and monthly management and hosting services; authorized the replacement of bus numbers 962, 978, 369 and 961 with Starcraft Allstar buses purchased from Creative Bus Sales; approved a budget appropriation in to account 748-8060-431.74-20 in a not-to-exceed amount of \$260,000 and authorize the Interim Finance Director to transfer the amount of \$260,000 from the City's General Fund to the Vehicle and Equipment Replacement Fund, 748-0000-101.10-00; and approved accounts payable and payroll warrants dated December 23, 2015.

## **COUNCIL**

- 3.** Adopted Resolution No. 2016-14, in Support of Opposing the Privatizing of California's Public Schools.

## **CONSENT CALENDAR (continued)**

### **COMMUNITY DEVELOPMENT**

4. Adopted Resolution No. 2016-13, Establishing Non-Refundable Fees for Medical Marijuana Business Permit (“MMBP”) and Medical Marijuana Delivery Permit (“MMDP”) Applications.

### **FINANCE**

5. Approved Accounts Payable and Payroll Warrants dated April 19, 2016

## **END OF CONSENT CALENDAR**

### **REGULAR AGENDA**

At 9:49 p.m. Mayor Ortiz returned to the Council Chambers.

### **COUNCIL**

#### **6. Resolution Adopting an Order of Business at City Council Meetings**

**Motion:** Mayor Ortiz moved to adopt Resolution No. 2016-12, Amending Resolution No. 2014-45, Adopting an Order of Business at City Council Meetings, seconded by Vice Mayor Sanabria. **Substitute Motion:** Council Member Amezcuita motioned to include “Closed Session Announcement” after “Closed Session” in the order. Motion passed 5-0 by the following vote:

#### ROLL CALL:

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

### **CITY MANAGER**

#### **7. Approve Extension/Renewal of Contract Services Agreement with Joel Gordillo for Media Technician Services**

**Motion:** Vice Mayor Sanabria motioned to approve the extension/renewal of contract services agreement with Mr. Joel Gordillo for media technician services, authorize the Mayor/City Manager to execute the agreement, and direct the City Clerk and City Manager to conduct a request for proposals (RFP) for the service consistent with city practices prior to July 1, 2016, seconded by Council Member Pineda. Motion passed 5-0 by the following vote:

#### ROLL CALL:

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

### **PARKS AND RECREATION**

#### **8. Review and Consider Concessionaire Service at Keller Park**

Council Member Macias noted an error on page 8 under section C of the RFQ to change “Gage Elementary” to “Miles Elementary.”

Council Member Macias recommended Council review the RFQs and to discuss as a whole at a future special or regular city council meeting. Ms. Macias would like to see the structure blend in to the whole scenery of Keller Park and City Hall.

Mayor Ortiz recommended adding presentations during the evaluation process.

## **REGULAR AGENDA ITEM 8 (continued)**

**Motion:** Council Member Pineda motioned to review Sample RFQ for Concessionaire Services, direct staff to issue a Request for Qualifications for Concessionaire Services at Keller Park, and include Council Member Macias' noted change, seconded by Vice Mayor Sanabria. Motion passed 5-0 by the following vote:

ROLL CALL:

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

## **PUBLIC WORKS**

### **9. Select and Approve Award of Contract for Construction Management for Pacific Boulevard Pedestrian Improvement Project**

Council Member Amezquita asked for a short presentation by the bidders.

At this time AIMCS and Transtech both introduced themselves and provided a short presentation.

**Motion:** Council Member Pineda motioned to award to lowest bidder, approve award of contract services agreement to AIMCS for construction management on Pacific Boulevard and authorize the City Manager to execute agreement, seconded by Council Member Macias. Motion passed 5-0 by the following vote:

ROLL CALL:

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

## **END OF REGULAR AGENDA**

## **PUBLIC HEARING**

## **COMMUNITY DEVELOPMENT**

### **10. Ordinance Amending the Land Use Element of the General Plan; and Ordinance Amending Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code Relating to Property Development Standards; a Conditional Use Permit to Establish a Self-Storage Facility; a Development Permit for the Construction of Two Warehouse Buildings Totaling 245,000 Square Feet; a Tentative Parcel Map to Divide One Parcel into Two; and the Adoption of a Mitigated Negative Declaration Under the California Environmental Quality Act (CEQA) for Property Located at 6901 Alameda Street within the Manufacturing Planned Development (MPD) Zone**

Mayor Ortiz opened up the item for public comment, hearing none, declared public comment closed

Council Member Pineda asked if the applicant was in attendance and asked if he could brief the Council on the proposed project and benefits it will bring to the city.

City Manager Cisneros stated yes Mr. Jackson is in attendance.

Mayor Ortiz reopened public comment.

## **PUBLIC HEARING ITEM 10 (continued)**

### **PUBLIC COMMENT**

1. Ken Jackson, Camfield Partners, applicant, thanked staff for all their support, stating it was his second approval for a project in the city. Mr. Jackson briefly explained that the proposed project will bring in revenue through the property tax roll and a tremendous benefit to the city with the property being sold or used.

Mayor Ortiz closed public comment.

**Motion:** Vice Mayor Sanabria motioned to introduce Ordinance No. 2016-948, amending the Land Use Element of the General Plan, and Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code relating to property development standards, schedule the second reading and adoption of the Ordinance for May 3, 2016 and approve a Conditional Use Permit, Development Permit, Tentative Parcel Map, and adoption of a categorical exemption for the construction of two warehouse buildings and to establish a self-storage facility, within the Manufacturing Planned Development (MPD) Zone, seconded by Council Member Amezcuita. Motion passed 5-0 by the following vote:

ROLL CALL:

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

**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS** - None

### **COUNCIL COMMUNICATIONS**

Council Member Valentin Palos Amezcuita, commented on some of his comments not being included in the Minutes of the Goal Setting Workshop of March 11 and 12, 2016, regarding fund balance projected for FY 2015/2016, his “no” vote on the medical marijuana dispensaries and the Dial-A-Ride contract and the Minutes of March 15, 2016, regarding Dial-A-Ride, he acknowledged the motion regarding construction management and going to the lowest bidder and is glad he and his colleagues voted this way, he feels Transtech has more experience but the city needs to save monies, he reiterated his vote for last meeting regarding the Graffiti and Bus Stop Maintenance contracts going with the lowest bidder, thanked staff and wished everyone a good night.

Council Member Karina Macias, thanked staff for all their hard work, her colleagues for this weekend and attending the events, Council Member Pineda and Vice Mayor Sanabria for attending the Tree Planting and Walk for Hunger events along with the residents and student volunteers. Ms. Macias addressed the comment made by a speaker during public comment regarding marijuana dispensaries trending and stated it was not true it was the *Wave* that misquoted her, her statement was “the State is moving towards making marijuana legal” and she will be addressing the *Wave* personally, she mentioned she does have a full-time job but has put her career aside to take care of family and makes time to attend city events. Ms. Macias remarked she wants to challenge her colleagues and staff and everyone in charge of moving the city forward, although the city is facing a tough financial situation, it is not the time to point fingers but to make sure the city move forward that the residents get the best quality services, with regard to lowest bid it may not always be the best and/or the company may not have the credibility or past experience with the community the resident deserve the best, wants to make sure we move forward as a family what matters is the city and the residents and the quality they deserve and thanked staff for all their support.

Council Member Jhonny Pineda, thanked everyone who helped with the Youth Employment Program, he addressed Council Member Amezcuita’s comments regarding saving monies and making tough choices and hopes when the Council makes tough choices they get his support, and thanked staff for all their support.

## **COUNCIL COMMUNICATIONS (continued)**

Vice Mayor Marilyn Sanabria, echoes what her fellow colleagues have mentioned treating each other with respect, move city businesses forward, noting comments made by Council Member Amezquita, would like to see him at events, she also has a full time job, taking care of family and participates in city events giving back to the community, being a role model as an elected official, feels Council Member Amezquita needs to understand the challenges the city is facing and be more productive and positive moving the city forward. Ms. Sanabria recognized the Tree Planting event and how her family and residents participated, thanked staff for all their support and moving forward through these tough times, acknowledged the Chief of Police as well as the Police Department for their support and wished everyone a good night and hopes to see everyone at the city events.

Mayor Graciela Ortiz, asked City Manager Cisneros to explain the difference between action vs. summary minutes noting that Council previously approved going from summary to action minutes. City Manager Cisneros explained that action minutes are more brief focusing more on the action, was approved for cost effectiveness and staff time, adding that there are videos of the meetings for more information, if there are corrections staff is happy to correct it but not to go back to add more of a summary when action minutes have been approved but if Council wishes to change they have that option. Ms. Ortiz noted that the minutes were revisited because of how long they were taking, they were almost verbatim, and Council made the decision to change. Council can also bring items to the agenda, following protocol, but must go through the Mayor and done 72 hours prior, staff works diligently on reports in order to have them on time to post. Ms. Ortiz acknowledged the Walk for Hunger benefiting Southeast Cities, Tree Planting, Skateboarding Demo and Safety event, thanked Vice Mayor Sanabria and Council Members Pineda and Macias for taking the time to attend these events, acknowledged police efforts with closing of marijuana dispensaries, announced a CicLAvia meeting on Wednesday at Salt Lake Park, and thanked staff for staying late.

Council Member Amezquita, made statements concerning his views regarding the fairness and legality of not including his full comments in the minutes. City Manager Cisneros informed Council Member Amezquita that there is nothing illegal with the way the minutes are being presented and that the Council had already taken a position on this matter and staff was following that direction and not editorializing the minutes for council members.

## **ADJOURNMENT**

At 10:53 p.m. Mayor Ortiz adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, May 3, 2016, at 6:00 P.M.

Respectfully submitted,

---

Donna G. Schwartz, CMC, City Clerk





1  
2 **Manufacturing Planned Development:** Permitted uses include light and heavy manufacturing,  
3 processing, warehousing, distribution, wholesaling, service operations, and related developments of a  
4 more intense nature. Some of the allowable uses in this designation are cloth manufacturing, electric  
5 appliance assembly, and trade schools. The maximum permitted FAR is 2:1.

6 **SECTION 2:** Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code is hereby  
7 amended to read as follows:

8 **9-4.303 General standards.**

9 1. The following development standards are minimum unless stated as maximum by this  
10 Code. All setbacks shall be measured from the property line.

11 **Table IV-9**

12 **General Standards**

Standard	MPD
Gross lot area (square feet)	5,000
<b>Floor area ratio maximum (FAR)</b>	<b>2:1</b>
Front setback (feet)	5
Rear setback (feet)	0
Side setback (each) (feet)	0
Side setback (street side) (feet)	0
Distance between structures (feet)	0
Structure height (maximum) (feet)	none

22 **SECTION 3:** Pursuant to the California Environmental Quality Act (CEQA), A Mitigated  
23 Negative Declaration was prepared for the proposed project. With mitigation measures, the proposed  
24 project would have less-than-significant impacts to the surrounding physical environment.

25 **SECTION 4:** Any provisions of the Huntington Park Municipal Code or appendices thereto  
26 inconsistent with the provisions of this Ordinance are hereby repealed or modified to the extent  
27 necessary to affect the provisions of the Ordinance.

28 **SECTION 5:** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance

1 is for any reason held to be invalid or unconstitutional by the decision of any court of competent  
2 jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The  
3 City Council of the City of Huntington Park hereby declares that it would have adopted this Ordinance  
4 and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any  
5 one or more sections, subsections, sentences, clauses, phrases or potions may be declared invalid or  
6 unconstitutional.

7 **SECTION 6:** The City Council hereby incorporates by reference herein and adopts all of the  
8 findings and conclusions contained within the Planning Commission Resolution No. 2016-03.

9 **SECTION 7:** This Ordinance shall take effect thirty 30 days after it final passage by the City  
10 Council.

11 **SECTION 8:** The City Clerk shall certify to the passage of this Ordinance and shall cause the  
12 same to be published in the manner prescribed by law.

13 **PASSED, APPROVED AND ADOPTED** this 3<sup>rd</sup> day of May, 2016.

14  
15  
16 \_\_\_\_\_  
Graciela Ortiz, Mayor

17 ATTEST:

18  
19 \_\_\_\_\_  
Donna G. Schwartz, CMC  
20 City Clerk



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

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

6 CALL TO ORDER

7 ROLL CALL

8 PLEDGE OF ALLEGIANCE

9 PUBLIC COMMENT

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

12 ADJOURNMENT

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

15  
16 **THE FOREGOING RESOLUTION** is approved and adopted by the City Council of the  
17 City of Huntington Park this 3<sup>rd</sup> day of May 2016.

18  
19 \_\_\_\_\_  
20 Graciela Ortiz, Mayor

21 ATTEST:

22  
23 \_\_\_\_\_  
24 Donna G. Schwartz, CMC  
25 City Clerk  
26  
27  
28

## 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	288	COMPBC
221	State Gasoline Tax Fund	334	Ped/Bike Path Fund
222	Measure R	349	Capital Improvement Fund
223	Local Origin Program Fund	475	Public Financng Authority
224	Office of Traffc & Safety	533	Business Improv Dist Fund
225	Cal Cops Fund	535	Strt Lght & Lndscp Assess
226	Air Quality Improv Trust	681	Water Department Fund
227	Offc of Criminal Justice	741	Fleet Maintenance
228	Bureau of Justice Fund	745	Worker's Compensation Fnd
229	Police Forfeiture Fund	746	Employee Benefit Fund
231	Parking System Fund	748	Veh & Equip Replacement
232	Art in Public Places Fund	779	Deferred Comp. Trust Fund
233	Bullet Proof Vest Grant	800	Pooled Cash
234	Congressional Earmark	801	Pooled Cash Fund
235	Federal Street Improvmnt	802	Pooled Interest

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
5-3-16**

Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount	Prepaid Y/N
ADAMSON POLICE PRODUCTS	INV208133	225-7120-421.74-10	Equipment	87.20	N
				<b>87.20</b>	
ADMIN SURE	9279	745-9030-413.33-70	Contractual Srv 3rd Party	7,080.40	N
				<b>7,080.40</b>	
ADOLFO PACHECO	57786/58056	111-6060-466.33-20	Contractual Srv Class	521.40	N
				<b>521.40</b>	
ADULT MEDICAL TRANSPORTATION INC	15-22831	111-0000-321.10-00	Refund	40.00	N
				<b>40.00</b>	
AFSCME COUNCIL 36	PPE 4-10-2016	802-0000-217.60-10	Association Dues	664.20	Y
				<b>664.20</b>	
AK & COMPANY	H PARK-16-2	111-9010-419.56-41	Contractual Srv - Other	3,400.00	N
				<b>3,400.00</b>	
ALL CITY MANAGEMENT SERVICES	42967	111-7022-421.56-41	Contract/Other	3,235.05	N
				<b>3,235.05</b>	
AMERI PRIDE UNIFORM SERVICES INC	1401344706	111-8020-431.61-20	Dept Supplies & Expense	194.36	N
				<b>194.36</b>	
AMERICAN CELEBRATIONS	158576	111-6020-451.61-35	Recreation Supplies	122.63	N
	158608	111-6020-451.61-35	Recreation Supplies	79.03	N
				<b>201.66</b>	
AMERICAN EXPRESS	03/11/2016	111-5010-419.59-15	Professional Development	50.00	Y
	03/12/2016	111-0110-411.65-20	Amezquita	50.00	Y
	1	111-0210-413.59-15	Professional Development	10.00	Y
	1	111-0210-413.59-15	Professional Development	8.00	Y
	10156320160	239-5060-463.61-20	Dept Supplies & Expense	36.54	Y
	10156320160	111-7010-421.61-21	Youth Services	96.20	Y
	10156320160	111-0210-413.61-20	Dept Supplies & Expense	42.23	Y
	105071	111-0230-413.61-20	Dept Supplies & Expense	36.61	Y
	12959	111-7040-421.61-31	Dept Supplies Records	21.64	Y
	152686242	111-0110-411.61-20	Dept Supplies & Expense	18.93	Y
	152708935	111-0110-411.58-09	Prof Dvlpmnt Exp/Council	36.72	Y
	153073170	111-0110-411.61-20	Dept Supplies & Expense	-18.93	Y
	201701	111-0110-411.66-05	Council Meeting Expenses	55.00	Y
	2023781	111-7010-421.59-20	Professional Develop Post	2,033.00	Y
	2023781	111-7010-421.59-20	Professional Develop Post	607.00	Y

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
5-3-16**

Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount	Prepaid Y/N
AMERICAN EXPRESS	2024701	111-7010-421.59-20	Professional Develop Post	50.00	Y
	20465	111-7040-421.61-31	Dept Supplies Records	52.81	Y
	20974	111-7040-421.61-31	Dept Supplies Records	63.68	Y
	2100006	111-0110-411.66-05	Council Meeting Expenses	228.90	Y
	22875907	111-3010-415.61-20	Dept Supplies & Expense	107.11	Y
	24224436076	111-0230-413.61-20	Dept Supplies & Expense	52.85	Y
	3/17/16	111-7022-421.61-24	Patrol Admin Volunteers	14.26	Y
	3/3/16-3/24/16	229-7010-421.74-10	Equipment	281.08	Y
	3691014	111-0210-413.61-20	Dept Supplies & Expense	69.66	Y
	4483813	111-7010-421.59-20	Professional Develop Post	564.63	Y
	45286	111-7040-421.61-31	Dept Supplies Records	34.00	Y
	4548828	111-7010-421.59-20	Professional Develop Post	651.63	Y
	772004	111-7040-421.61-31	Dept Supplies Records	34.50	Y
	775095878	111-7040-421.61-31	Dept Supplies Records	576.50	Y
	78019474	111-7010-421.59-20	Professional Develop Post	80.00	Y
	78031338	111-7010-421.59-20	Professional Develop Post	80.00	Y
	824537	111-0110-411.58-09	Prof Dvlpmnt Exp/Council	22.43	Y
	H89IEUWEW	111-0110-411.61-20	Dept Supplies & Expense	68.10	Y
	H89NTTJD7VS	111-0110-411.61-20	Dept Supplies & Expense	-68.10	Y
	PJPEHL	111-0110-411.66-05	Council Meeting Expenses	294.71	Y
				<b>6,341.69</b>	
AMERICAN FAMILY LIFE ASSURANCE	PPE 4-10-2016	802-0000-217.50-40	Life-Cancer Insurance	106.58	Y
				<b>106.58</b>	
AMTECH ELEVATOR SERVICES	DVL30958001	111-8022-419.56-41	Contractual Srvc - Other	1,477.00	N
				<b>1,477.00</b>	
ARROYO BACKGROUND INVESTIGATIONS	870	111-7010-421.56-41	Contract/Other	800.00	N
	868	111-7010-421.56-41	Contract/Other	800.00	N
				<b>1,600.00</b>	
ARTURO GUIZAR	4/18/2016	111-7010-421.59-20	Professional Develop Post	16.74	N
				<b>16.74</b>	
AT&T MOBILITY	X04142016	111-0110-411.53-10	Cell Phone Allowance	394.38	N
	X04142016	111-7010-421.53-10	Telephone & Wireless	800.65	N
	X04142016	111-7010-421.53-10	Telephone & Wireless	3,935.84	N
	X04142016	111-7010-421.53-10	Telephone & Wireless	70.73	N

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
5-3-16**

Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount	Prepaid Y/N
AT&T MOBILITY	X04142016	111-9010-419.53-10	Telephone & Wireless	70.73	N
				<b>5,272.33</b>	
AT&T PAYMENT CENTER	2/28/16-3/27/16	111-7010-421.53-10	Telephone & Wireless	368.01	N
	3/7/16-4/6/16	111-7010-421.53-10	Telephone & Wireless	312.59	N
	4/7/16-5/6/16	111-7010-421.53-10	Telephone & Wireless	66.31	N
	4/7/16-5/6/16	111-9010-419.53-10	Telephone & Wireless	80.99	N
	4/7/16-5/6/16	111-9010-419.53-10	Telephone & Wireless	195.55	N
	4/7/16-5/6/16	111-9010-419.53-10	Telephone & Wireless	101.30	N
	4/7/16-5/6/16	111-9010-419.53-10	Telephone & Wireless	33.29	N
	4/7/16-5/6/16	111-9010-419.53-10	Telephone & Wireless	33.29	N
	4/7/16-5/6/16	111-9010-419.53-10	Telephone & Wireless	33.29	N
	4/7/16-5/6/16	111-9010-419.53-10	Telephone & Wireless	33.29	N
				<b>1,257.91</b>	
AUXILIARY SERVICES CORPORATION	2350	242-5060-463.61-20	Dept Supplies & Expense	225.00	N
				<b>225.00</b>	
BARTEL ASSOCIATES, LLC	16-079	216-3010-415.56-41	Contractual Srvc - Other	5,260.00	N
				<b>5,260.00</b>	
BENNETT LANDSCAPE	152426	111-8095-431.56-60	Contract Landscape Mantnc	20,666.67	N
				<b>20,666.67</b>	
BLANCA MONTES	57907/58600	111-0000-347.20-00	Deposit Refund	70.00	N
				<b>70.00</b>	
CALIF PUBLIC EMPLOYEES RETIREMENT	100000014735601	111-7010-421.24-50	Unfunded Pers Contr-Sworn	83,930.00	N
				<b>83,930.00</b>	
CALIFORNIA ASSOCIATION OF TACTICAL	5/23/16-5/27/16	111-7010-421.59-20	Professional Develop Post	1,530.00	N
				<b>1,530.00</b>	
CANON	15979056	111-9010-419.43-15	Financial Systems	693.88	N
				<b>693.88</b>	
CARL WARREN & CO.	1747225	745-9031-413.33-70	Contrctual Srv 3rd Party	1,000.00	N
	1747227	745-9031-413.33-70	Contrctual Srv 3rd Party	375.00	N
	1747228	745-9031-413.33-70	Contrctual Srv 3rd Party	750.00	N
	1747229	745-9031-413.33-70	Contrctual Srv 3rd Party	375.00	N
	1747230	745-9031-413.33-70	Contrctual Srv 3rd Party	375.00	N
				<b>2,875.00</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
5-3-16**

Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount	Prepaid Y/N
CARLA ENRIQUETA TORRES GARCIA	57458/58267	111-6060-466.33-20	Contractual Srv Class	224.00	N
	57306/58267	111-6060-466.33-20	Contractual Srv Class	358.40	N
				<b>582.40</b>	
CARLOS GOMEZ	04/21/2016	746-0218-413.35-10	Tuition Assistance	1,047.07	N
				<b>1,047.07</b>	
CENTRAL BASIN MWD	HP-MAR16	681-8030-461.41-00	Water Purchase/Resource	144,387.09	N
				<b>144,387.09</b>	
CHRISTINA L. DIXON	415427	287-8057-432.61-20	Dept Supplies & Expense	213.90	N
				<b>213.90</b>	
CHRISTOPHER WASIK	5/23/16-5/27/16	111-7010-421.59-20	Professional Develop Post	250.00	N
				<b>250.00</b>	
CITY OF HUNTINGTON PARK	21627-5222	681-0000-228.70-00	Deposit Refund	163.39	N
				<b>163.39</b>	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE 4-10-2016	802-0000-217.30-30	Med Reimb 125	537.52	Y
				<b>537.52</b>	
CITY OF HUNTINGTON PARK GEA	PPE 4-10-2016	802-0000-217.60-10	Association Dues	133.15	Y
				<b>133.15</b>	
CLAUDIA OCEGUEDA	51649/58498	111-0000-347.20-00	Deposit Refund	60.00	N
				<b>60.00</b>	
CLINICAL LAB OF SAN BERNARDINO, INC	949538	681-8030-461.56-41	Contractual Svc - Other	1,206.00	N
				<b>1,206.00</b>	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 4-10-2016	802-0000-217.50-40	Life-Cancer Insurance	1,614.40	Y
				<b>1,614.40</b>	
COMSERCO, INC.	74293	741-8060-431.56-41	Contractual Svc - Other	1,002.00	N
	74300	741-8060-431.56-41	Contractual Svc - Other	140.00	N
				<b>1,142.00</b>	
DAILY JOURNAL CORPORATION	B2855571	111-4010-431.54-00	Advertising & Publication	50.40	N
	B2861503	111-5010-419.54-00	Advertising & Publication	273.00	N
	B2861056	111-5010-419.54-00	Advertising & Publication	75.60	N
	B2855405	111-5010-419.54-00	Advertising & Publication	151.20	N
	B2861055	111-5010-419.54-00	Advertising & Publication	121.80	N
	B2851475	222-4010-431.73-10	Advertising & Publication	79.80	N
	B2861079	239-5060-463.54-00	Advertising & Publication	369.60	N
				<b>1,121.40</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
5-3-16**

Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount	Prepaid Y/N
DAPPER TIRE CO.	43023418	741-8060-431.43-20	Vehicles - O S & M	850.96	N
	43042134	741-8060-431.43-20	Vehicles - O S & M	715.32	N
				<b>1,566.28</b>	
DATA TICKET INC.	68854	111-7065-441.61-20	Dept Supplies & Expense	414.05	N
				<b>414.05</b>	
DATAPROSE, INC.	DP1600774	681-3022-415.53-20	Postage	1,854.00	N
	DP1600774	681-3022-415.56-41	Contractual Srvc - Other	1,150.44	N
				<b>3,004.44</b>	
DAVID E. WELP	4/8/2016	111-7010-421.59-20	Professional Develop Post	35.96	N
				<b>35.96</b>	
DE LAGE LANDEN	49422908	111-9010-419.44-10	Office Equip - O S & M	1,556.30	N
	49627576	111-7010-421.44-10	Office Equip - O S & M	680.79	N
	49592316	111-0110-411.43-05	Rent (Incl Equip Rental)	64.05	N
	49592316	111-0210-413.43-05	Rent ( Incl Equip Rental)	64.05	N
				<b>2,365.19</b>	
DELTA DENTAL	BE001600515	802-0000-217.50-20	Dental Insurance	8,304.80	N
				<b>8,304.80</b>	
DELTA DENTAL INSURANCE COMPANY	BE001597053	802-0000-217.50-20	Dental Insurance	3,029.93	N
				<b>3,029.93</b>	
DEPARTMENT OF JUSTICE	156721	111-7030-421.56-41	Contract/Other	416.00	N
				<b>416.00</b>	
DHALI	7638	225-7120-421.74-10	Equipment	2,800.00	N
				<b>2,800.00</b>	
DIANE VAZQUEZ	04/06/2016	111-7010-421.59-30	Prof Dev - STC & Training	18.03	N
				<b>18.03</b>	
DIMENSION DATA NORTH AMERICA, INC	8033615	111-7010-421.53-10	Telephone & Wireless	65.00	N
				<b>65.00</b>	
DUNCAN PARKING TECHNOLOGIES	DPT025512	231-7060-421.43-05	Office Equip - O S & M	391.00	N
				<b>391.00</b>	
E.J. WARD, INC.	56013-IN	741-8060-431.43-20	Vehicles - O S & M	522.00	N
				<b>522.00</b>	
EMERGENCY RESPONSE	T2016-354	111-7030-421.56-41	Contract/Other	650.00	N
				<b>650.00</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
5-3-16**

Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount	Prepaid Y/N
ENTERPRISE FM TRUST	FBN2986023	226-9010-419.74-20	Vehicle Replacements	1,740.33	N
	FBN2986023	229-7010-421.74-10	Equipment	506.70	N
				<b>2,247.03</b>	
ESTELA RAMIREZ	57878/58190	111-6060-466.33-20	Contractual Srv Class	208.00	N
				<b>208.00</b>	
F&A FEDERAL CREDIT UNION	PPE 4-10-2016	802-0000-217.60-40	Credit Union	16,441.00	Y
				<b>16,441.00</b>	
FAIR HOUSING FOUNDATION	9	239-5060-463.56-41	Contractual Srv - Other	818.63	N
				<b>818.63</b>	
FERNANDA PALACIOS	5/2/16-5/5/16	246-5098-463.59-15	Professional Development	180.00	N
				<b>180.00</b>	
FLINT TRADING, INC.	169169	221-8012-429.61-20	Dept Supplies & Expense	1,850.82	N
				<b>1,850.82</b>	
FLYERS ENERGY LLC	16-233421	741-8060-431.62-30	Fuel and Oil	759.02	N
				<b>759.02</b>	
GABRIEL ALPIZAR	04/18/2016	111-7010-421.59-20	Professional Develop Post	16.74	N
				<b>16.74</b>	
GARDA CL WEST, INC.	10196384	111-9010-419.33-10	Bank Services	677.29	N
	20146058	111-9010-419.33-10	Bank Services	229.89	N
				<b>907.18</b>	
GERALD M. CHAVARRIA	58040/58301	111-6060-466.33-20	Contractual Srv Class	508.80	N
				<b>508.80</b>	
GERARDO A. PRADO	5/23/16-5/27/16	111-7010-421.59-20	Professional Develop Post	250.00	N
				<b>250.00</b>	
GLORIA BUELNA	55417/58376	111-0000-347.70-00	Deposit Refund	1,155.00	N
				<b>1,155.00</b>	
GOLDEN WEST COLLEGE	4/4/16-4/8/16	111-7010-421.59-20	Professional Develop Post	121.00	N
				<b>121.00</b>	
GRISSELLE PONCE	1908517	745-9031-413.52-30	Ins - Benefits Active EEs	500.00	N
				<b>500.00</b>	
H C OLSEN CONSTRUCTION COMPANY INC	16-22413	111-0000-321.10-00	Deposit Refund	20.00	N
				<b>20.00</b>	

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HOME DEPOT - PUBLIC WORKS	7261382	111-6022-451.43-10	Buildings - O S & M	134.72	N
	7261383	111-6022-451.43-10	Buildings - O S & M	118.13	N
	7261389	111-6022-451.43-10	Buildings - O S & M	37.35	N
	5261425	111-6022-451.43-10	Buildings - O S & M	39.20	N
	261508	111-6022-451.43-10	Buildings - O S & M	1,087.06	N
	4261573	111-6022-451.43-10	Buildings - O S & M	28.86	N
	7261391	111-7020-421.43-10	Buildings - O S & M	15.19	N
	5261426	111-7020-421.43-10	Buildings - O S & M	65.37	N
	5261427	111-7020-421.43-10	Buildings - O S & M	27.22	N
	261513	111-7020-421.43-10	Buildings - O S & M	18.99	N
	1261473	111-8010-431.61-21	Materials	159.49	N
	1261634	111-8010-431.61-21	Materials	669.26	N
	8261653	111-8010-431.61-21	Materials	138.35	N
	4212985	111-8020-431.43-10	Buildings - O S & M	-105.66	N
	6261695	111-8020-431.43-10	Buildings - O S & M	2.38	N
	4261741	287-8055-432.61-20	Dept Supplies & Expense	23.40	N
	3261742	287-8055-432.61-20	Dept Supplies & Expense	96.91	N
	1261476	535-6090-452.61-20	Dept Supplies & Expense	94.96	N
	8261547	535-6090-452.61-20	Dept Supplies & Expense	53.37	N
	8261658	535-6090-452.61-20	Dept Supplies & Expense	38.18	N
	6261696	535-6090-452.61-20	Dept Supplies & Expense	21.77	N
	5261709	535-6090-452.61-20	Dept Supplies & Expense	217.27	N
	6261398	535-8016-431.61-45	Street Lighting Supplies	11.95	N
8261664	535-8016-431.61-45	Street Lighting Supplies	8.21	N	
				<b>3,001.93</b>	
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 4-10-2016	802-0000-217.60-10	Association Dues	50.00	Y
				<b>50.00</b>	
HUNTINGTON PARK POLICE OFFICER ASSN	PPE 4-10-2016	802-0000-217.60-10	Association Dues	3,915.28	Y
				<b>3,915.28</b>	
IBE DIGITAL	36454A	111-1010-411.61-20	Dept Supplies & Expense	13.08	N
	37023A	111-1010-411.61-20	Dept Supplies & Expense	16.35	N
	37429A	111-1010-411.61-20	Dept Supplies & Expense	277.90	N
	37632A	111-1010-411.61-20	Dept Supplies & Expense	16.35	N
				<b>323.68</b>	

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INTER VALLEY POOL SUPPLY, INC	84572	681-8030-461.41-00	Water Purchase/Resource	253.49	N
	84854	681-8030-461.41-00	Water Purchase/Resource	270.17	N
	84706	681-8030-461.41-00	Water Purchase/Resource	208.46	N
	84853	681-8030-461.41-00	Water Purchase/Resource	275.17	N
				<b>1,007.29</b>	
JDS TANK TESTING & REPAIR INC	8724	741-8060-431.43-20	Vehicles - O S & M	1,400.00	N
				<b>1,400.00</b>	
JOEL GORDILLO	APRIL 2016	111-0210-413.56-41	Contractual Srvc - Other	1,650.00	N
				<b>1,650.00</b>	
JORGE RAMOS	3/24/16-3/25/16	111-7010-421.59-30	Prof Dev - STC & Training	56.59	N
				<b>56.59</b>	
JOSE MACIAS	4/13/16-4/15/16	111-7010-421.59-20	Professional Develop Post	50.22	N
	4/18/2016	111-7010-421.59-20	Professional Develop Post	16.74	N
				<b>66.96</b>	
KAREN K. TRUONG	4/11/16-4/15/16	111-7010-421.59-20	Professional Develop Post	175.00	N
	4/11/16-4/15/16	111-7010-421.59-20	Professional Develop Post	688.52	N
	4/11/16-4/15/16	111-7010-421.59-20	Professional Develop Post	113.51	N
				<b>977.03</b>	
KEYSTONE UNIFORM DEPOT	74249	225-7120-421.74-10	Equipment	250.48	N
	74261	225-7120-421.74-10	Equipment	1,159.00	N
				<b>1,409.48</b>	
LA COMMUNITY LEGAL CNTR & EDUCATION	04/07/2016	246-5098-463.56-41	Contractual Srvc - Other	1,500.00	N
	04/07/2016	246-5098-463.56-41	Contractual Srvc - Other	3,450.00	N
				<b>4,950.00</b>	
LA COUNTY SHERIFF'S DEPT	163683SS	111-7022-421.56-41	Contract/Other	652.99	N
				<b>652.99</b>	
LAN WAN ENTERPRISE, INC	54707	111-7010-421.56-41	Contract/Other	522.57	N
	54830	111-7010-421.56-41	Contract/Other	2,217.38	N
	54837	111-7010-421.56-41	Contract/Other	522.57	N
	54410	111-7020-421.43-10	Buildings - O S & M	425.00	N
	54279	111-7020-421.43-10	Buildings - O S & M	425.00	N
	54287	111-7020-421.43-10	Buildings - O S & M	425.00	N
	54409	111-7020-421.43-10	Buildings - O S & M	425.00	N
	54560	111-9010-419.43-15	Financial Systems	7,000.00	N

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LAN WAN ENTERPRISE, INC	54942	111-9010-419.43-15	Financial Systems	1,929.59	N
	54943	111-9010-419.43-15	Financial Systems	2,059.20	N
	54836	225-7120-421.74-10	Equipment	13,335.02	N
				<b>29,286.33</b>	
LB JOHNSON HARDWARE CO #1	679392	741-8060-431.43-20	Vehicles - O S & M	39.20	N
	680625	741-8060-431.43-20	Vehicles - O S & M	52.30	N
				<b>91.50</b>	
LEGAL SHIELD	04/15/2016	802-0000-217.60-50	Legal Shield Plan	267.00	N
				<b>267.00</b>	
LENTZ LOCKSMITH SERVICE	11210	111-7010-421.61-20	Dept Supplies & Expense	195.00	N
				<b>195.00</b>	
LEONARD GARCIA	3/17/16-4/14/16	111-6020-451.61-35	Recreation Supplies	275.62	N
	3/17/16-4/14/16	239-6060-466.61-20	Dept Supplies & Expense	33.43	N
				<b>309.05</b>	
LGP EQUIPMENT RENTALS INC	36900	111-8010-431.61-21	Materials	465.65	N
	36917	111-8010-431.61-21	Materials	465.65	N
				<b>931.30</b>	
LOGAN SUPPLY COMPANY, INC.	87306	111-6022-451.43-10	Street Lighting Supplies	87.26	N
	87254	535-8016-431.61-45	Buildings - O S & M	75.76	N
				<b>163.02</b>	
LONG BEACH PRESS-TELEGRAM	257648	111-0120-413.54-00	Advertising & Publication	665.07	N
	264407	111-5010-419.54-00	Advertising & Publication	591.21	N
				<b>1,256.28</b>	
LORRAINE MENDEZ & ASSOCIATES, LLC	0238	239-5060-463.56-41	Contractual Srvc - Other	16,501.51	N
				<b>16,501.51</b>	
LOS ANGELES COUNTY CLERK'S OFFICE	04/27/2016	681-8030-461.61-20	Dept Supplies & Expense	75.00	N
				<b>75.00</b>	
LYNBERG & WATKINS APC	16-18196	111-0000-321.10-00	Refund	122.34	N
				<b>122.34</b>	
MANUEL PRIETO	57322/58139	111-6060-466.33-20	Contractual Srv Class	243.80	N
	58140	111-6060-466.33-20	Contractual Srv Class	30.40	N
				<b>274.20</b>	
MARIA GUZMAN	57127/58598	111-0000-347.50-00	Deposit Refund	40.00	N
				<b>40.00</b>	

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MARIA TORRES-CASTAÑEDA	5/2/16-5/5/16	246-5098-463.59-15	Professional Development	180.00	N
				<b>180.00</b>	
MARTIN PONCE	1908517	745-9031-413.52-30	Ins - Benefits Active EEs	500.00	N
				<b>500.00</b>	
MATSUMOTO CONSULTING LLC	16-04-04 HP	111-3013-415.56-41	Contractual Srvc - Other	4,500.00	N
				<b>4,500.00</b>	
MISC-DEMOLITION DEPOSIT REFUNDS	4915	111-0000-228.75-00	C&D Refund	9,400.00	N
	4895	111-0000-322.10-10	Building	1,200.00	N
				<b>10,600.00</b>	
MR. HOSE INC.	105373	741-8060-431.43-20	Vehicles - O S & M	55.03	N
				<b>55.03</b>	
NATION WIDE RETIREMENT SOLUTIONS	PPE 4-10-2016	802-0000-217.40-10	Deferred Compensation	18,038.91	Y
				<b>18,038.91</b>	
NATIONWIDE ENVIRONMENTAL SERVICES	27384	220-8070-431.56-41	Contractual Srvc - Other	2,401.15	N
	27384	221-8010-431.56-41	Contractual Srvc - Other	28,186.15	N
	27384	231-3024-415.56-41	Contractual Srvc - Other	6,829.30	N
				<b>37,416.60</b>	
NEIL CASTELLI	3/28/2016	111-7010-421.59-20	Professional Develop Post	35.96	N
				<b>35.96</b>	
NEW CHEF FASHION INC.	520915	111-7010-421.61-20	Dept Supplies & Expense	85.02	N
				<b>85.02</b>	
NORMA URENA	57072/58004	111-6060-466.33-20	Contractual Srv Class	291.20	N
				<b>291.20</b>	
OK PRINTING DESIGN & DIGITAL PRINT	176	111-3010-415.61-20	Dept Supplies & Expense	686.00	N
				<b>686.00</b>	
PACIFIC COAST CABLING, INC	16-16696	111-0000-321.10-00	Refund	227.27	N
				<b>227.27</b>	
PARAMOUNT ICELAND INC.	57834/57834	111-6060-466.33-20	Contractual Srv Class	38.40	N
	57747/57957	111-6060-466.33-20	Contractual Srv Class	115.20	N
				<b>153.60</b>	
PARS	34227	111-9010-419.56-41	Contractual Srvc - Other	348.46	N
	33800	111-9010-419.56-41	Contractual Srvc - Other	3,500.00	N
	34071	217-0230-413.56-41	Contractual Srvc - Other	2,185.45	N
	33799	111-9010-419.56-41	Contractual Srvc - Other	9,500.00	N
				<b>15,533.91</b>	

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PATRICK NIJLAND	04/08/2016	111-7010-421.59-20	Professional Develop Post	35.96	N
				<b>35.96</b>	
PRO FORCE LAW ENFORCEMENT	271102	111-7040-421.61-31	Equipment	726.67	N
	271102	233-7010-421.74-10	Dept Supplies Records	726.67	N
				<b>1,453.34</b>	
PRUDENTIAL OVERALL SUPPLY	50853011	111-6010-451.56-41	Contractual Srvc - Other	78.57	N
	50853010	111-6010-451.56-41	Contractual Srvc - Other	42.43	N
	50857972	111-6010-451.56-41	Contractual Srvc - Other	42.43	N
	50857973	111-6010-451.56-41	Contractual Srvc - Other	78.57	N
				<b>242.00</b>	
PSYCHOLOGICAL CONSULTING ASSOC, INC	521958	111-7010-421.56-41	Contract/Other	800.00	N
				<b>800.00</b>	
R & R INDUSTRIES, INC.	492906	111-8010-431.61-21	Materials	540.86	N
	492752	111-8010-431.61-21	Materials	167.04	N
				<b>707.90</b>	
READYREFRESH	06D0034574871	111-7040-421.61-31	Dept Supplies Records	203.51	N
				<b>203.51</b>	
RICOH USA, INC.	49655702	111-6010-451.56-41	Contractual Srvc - Other	233.90	N
				<b>233.90</b>	
RIGOBERTO CASILLAS	AC00634	111-7065-441.61-20	Dept Supplies & Expense	47.00	N
				<b>47.00</b>	
RIO HONDO COLLEGE	4/13/16-4/15/16	111-7010-421.59-20	Professional Develop Post	38.00	N
	5/9/16-5/13/16	111-7010-421.59-20	Professional Develop Post	38.00	N
	4/18/2016	111-7010-421.59-20	Professional Develop Post	36.80	N
	5/9/16-5/13/16	111-7010-421.59-20	Professional Develop Post	38.00	N
				<b>150.80</b>	
RIVERSIDE COUNTY SHERIFF'S DEPT	5/11/2016	111-7010-421.59-20	Professional Develop Post	36.00	N
				<b>36.00</b>	
ROBERTSON INDUSTRIES INC	16-22557	111-0000-321.10-00	Refund	16.11	N
				<b>16.11</b>	
ROSANA RODRIGUEZ	58359/58599	111-0000-347.20-00	Deposit Refund	60.00	N
				<b>60.00</b>	
S & S WORLDWIDE, INC.	9005190	239-6060-466.61-20	Dept Supplies & Expense	1,919.33	N
				<b>1,919.33</b>	

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SAN BERNARDINO COUNTY SHERIFF DEPT	5/10/16-5/12/16	111-7010-421.59-20	Professional Develop Post	150.00	N
				<b>150.00</b>	
SAN DIEGO REGIONAL TRAINING CENTER	4/11/16-4/15/16	111-7010-421.59-20	Professional Develop Post	517.00	N
				<b>517.00</b>	
SANTA FE BUILDING MAINTENANCE	14761	111-6020-451.56-41	Contractual Srvc - Other	510.00	N
	14762	111-6020-451.56-41	Contractual Srvc - Other	310.00	N
	14757	111-6022-451.56-41	Other	8,050.74	N
	14757	111-7020-421.56-41	Contractual Srvc - Other	5,032.03	N
	14757	111-8020-431.56-41	Contractual Srvc - Other	1,023.42	N
	14757	111-8022-419.56-41	Contractual Srvc - Other	3,747.11	N
				<b>18,673.30</b>	
SAUL DURAN	03/24/2016	111-7010-421.59-20	Professional Develop Post	35.96	N
				<b>35.96</b>	
SERGIO BENITEZ	03/22/2016	111-7010-421.59-30	Prof Dev - STC & Training	28.29	N
	04/05/2016	111-7010-421.59-30	Prof Dev - STC & Training	28.29	N
				<b>56.58</b>	
SERGIO TEJEDA	57307/58497	111-0000-347.25-00	Deposit Refund	323.00	N
				<b>323.00</b>	
SERRATO & ASSOCIATES INC	04/05/2016	111-7010-421.59-30	Prof Dev - STC & Training	75.00	N
	5/17/2016	111-7010-421.59-30	Prof Dev - STC & Training	70.00	N
				<b>145.00</b>	
SMART & FINAL	154087	111-0230-413.61-20	Dept Supplies & Expense	62.14	N
	164484	111-6020-451.61-35	Recreation Supplies	109.67	N
	159001	111-6020-451.61-35	Recreation Supplies	143.34	N
	165408	111-6020-451.61-35	Recreation Supplies	108.30	N
	160872	111-6030-451.61-35	Recreation Supplies	28.74	N
	154125	111-7040-421.61-31	Dept Supplies Records	46.32	N
	158335	111-7040-421.61-31	Dept Supplies Records	146.49	N
	166100	239-6060-466.61-20	Dept Supplies & Expense	267.34	N
				<b>912.34</b>	
SOUTH BAY FORD	HP16001	229-7010-421.74-10	Equipment	66,671.00	N
				<b>66,671.00</b>	

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SOUTHERN CALIFORNIA EDISON	3/8/16-4/7/16	111-7020-421.62-10	Heat Light Water & Power	4,516.64	N
	2/5/16-3/8/16	221-8014-429.62-10	Heat Light Water & Power	3,310.11	N
	3/8/16-4/7/16	221-8014-429.62-10	Heat Light Water & Power	46.00	N
	3/7/16-4/6/16	231-3024-415.62-10	Heat Light Water & Power	697.29	N
				<b>8,570.04</b>	
SPARKLETTS	4533656 033116	111-0110-411.61-20	Dept Supplies & Expense	38.70	N
	4533656 033116	111-0210-413.61-20	Dept Supplies & Expense	38.70	N
	14430181 033116	111-0230-413.61-20	Dept Supplies & Expense	9.09	N
	15142085 033116	111-3010-415.61-20	Dept Supplies & Expense	67.82	N
				<b>154.31</b>	
SPEEDY BOARD-UP	12343	111-7040-421.61-31	Dept Supplies Records	290.00	N
				<b>290.00</b>	
STACY MEDICAL CENTER	3160-15836	111-7022-421.56-15	Prisoner Medical Services	800.00	N
				<b>800.00</b>	
STANDARD INSURANCE COMPANY	MAY 2016	802-0000-217.50-70	Life, ADD, LT Disability	7,272.78	N
	MAY 2016	802-0000-217.50-70	Life, ADD, LT Disability	1,954.38	N
				<b>9,227.16</b>	
STAPLES ADVANTAGE	8038707686	111-0110-411.61-20	Dept Supplies & Expense	32.12	N
	8038707686	111-0210-413.61-20	Dept Supplies & Expense	109.32	N
	8038707686	111-1010-411.61-20	Dept Supplies & Expense	142.85	N
	8038707686	111-3010-415.61-20	Dept Supplies & Expense	618.83	N
	8038707686	111-5010-419.61-20	Dept Supplies & Expense	66.65	N
	8038707686	111-7040-421.61-31	Dept Supplies Records	76.21	N
	8038707686	111-7040-421.61-31	Dept Supplies Records	386.19	N
	8038707686	111-7040-421.61-31	Dept Supplies Records	234.47	N
	8038707686	111-7040-421.61-31	Dept Supplies Records	528.60	N
	8038707686	111-7040-421.61-32	Dept Supplies Comm Center	88.84	N
	8038707686	111-8010-431.61-21	Materials	20.48	N
	8038707686	239-5055-419.61-20	Dept Supplies & Expense	142.26	N
				<b>2,446.82</b>	
STATE CONTROLLER'S OFFICE	FAUD-00000288	221-8014-429.56-41	Contractual Srvc - Other	1,331.24	N
				<b>1,331.24</b>	
STEAMX, LLC	40238	741-8060-431.43-20	Vehicles - O S & M	266.46	N
				<b>266.46</b>	

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SUSAN CRUM	9391	111-0210-413.61-20	Dept Supplies & Expense	23.00	N
	327732	111-0210-413.61-20	Dept Supplies & Expense	4.77	N
				<b>27.77</b>	
TELEWORKS	15168	111-9010-419.53-10	Telephone & Wireless	185.00	N
				<b>185.00</b>	
TIERRA WEST ADVISORS, INC	HP-0316	222-4010-431.56-41	Contractual Srvc - Other	18,547.08	N
				<b>18,547.08</b>	
TRACY CARPIO	58078/58495	111-0000-347.20-00	Deposit Refund	70.00	N
				<b>70.00</b>	
TRIANGLE SPORTS	32664	111-6030-451.61-35	Recreation Supplies	251.79	N
				<b>251.79</b>	
TRITECH SOFTWARE SYSTEMS	TRIC37E1955	111-7010-421.59-20	Professional Develop Post	1,590.00	N
				<b>1,590.00</b>	
U.S. BANK	PPE 4-10-2016	802-0000-217.30-20	PARS	2,479.26	Y
	PPE 4-10-2016	802-0000-217.30-20	PARS	2,402.34	Y
	PPE 4-10-2016	802-0000-218.10-05	PARS EMPLOYER	10,890.85	Y
				<b>15,772.45</b>	
U.S. HEALTH WORKS	2886172-CA	111-0230-413.56-41	Contractual Srvc - Other	1,128.00	N
	2888766-CA	111-0230-413.56-41	Contractual Srvc - Other	636.00	N
	2896165-CA	111-0230-413.56-41	Contractual Srvc - Other	455.00	N
				<b>2,219.00</b>	
UNDERGROUND SERVICE ALERT OF SO CAL	320160129	221-8014-429.56-41	Contractual Srvc - Other	166.50	N
				<b>166.50</b>	
UNIFIED NUTRIMEALS	1943	111-6055-451.57-42	Youth Nutrition Program	809.20	N
				<b>809.20</b>	
VERIZON WIRELESS	9762253495	111-0210-413.53-10	Cell Phone Allowance	230.13	N
				<b>230.13</b>	
VERONICA LOPEZ	57175/58494	111-0000-347.20-00	Deposit Refund	60.00	N
				<b>60.00</b>	
VISION SERVICE PLAN-CA	MAY 2016	802-0000-217.50-30	Vision Insurance	3,935.90	N
	MAY 2016	802-0000-217.50-30	Vision Insurance	-81.98	N
				<b>3,853.92</b>	
VIZANT TECHNOLOGIES, LLC	CITYHP-20	111-9010-419.33-10	Bank Services	47.31	N
				<b>47.31</b>	

**CITY OF HUNTINGTON PARK  
DEMAND REGISTER  
5-3-16**

Payee Name	Invoice Number	Account Number	Object Description	Transaction Amount	Prepaid Y/N
WELLS FARGO BANK-FIT	4/12/2016	802-0000-217.20-10	Federal W/Holding	2,198.40	Y
	PPE 4-10-2016	802-0000-217.20-10	Federal W/Holding	59,198.86	Y
	4/12/2016	802-0000-217.20-10	Federal W/Holding	114.50	Y
				<b>61,511.76</b>	
WELLS FARGO BANK-MEDICARE	4/12/2016	802-0000-217.10-10	Medicare	129.92	Y
	PPE 4-10-2016	802-0000-217.10-10	Medicare	7,379.31	Y
	4/12/2016	802-0000-217.10-10	Medicare	18.29	Y
				<b>7,527.52</b>	
WELLS FARGO BANK-SIT	4/12/2016	802-0000-217.20-20	State W/Holding	794.16	Y
	PPE 4-10-2016	802-0000-217.20-20	State W/Holding	18,521.60	Y
	4/12/2016	802-0000-217.20-20	State W/Holding	28.01	Y
				<b>19,343.77</b>	
WEST GOVERNMENT SERVICES	833761276	111-7030-421.56-41	Contract/Other	525.20	N
				<b>525.20</b>	
WESTCHESTER MEDICAL GROUP	CH139-7449	111-0230-413.56-41	Contractual Srvc - Other	400.00	N
				<b>400.00</b>	
WILLDAN FINANCIAL SERVICES	010-30779	111-9010-419.56-41	Contractual Srvc - Other	1,927.14	N
	10-30780	111-9010-419.56-41	Contractual Srvc - Other	75.00	N
				<b>2,002.14</b>	
XEROX CORPORATION	84061238	111-8020-431.43-05	Office Equip - O S & M	140.94	N
	84061238	285-8050-432.43-05	Office Equip - O S & M	140.94	N
	84061238	681-8030-461.43-05	Office Equip - O S & M	140.93	N
				<b>422.81</b>	
XPRESS FLEETWASH LLC	6051	741-8060-431.43-20	Vehicles - O S & M	1,022.00	N
				<b>1,022.00</b>	
YAZMIN CHAVEZ	58001751603	111-0230-413.61-20	Dept Supplies & Expense	9.33	N
				<b>9.33</b>	
				<b>759,119.29</b>	



# CITY OF HUNTINGTON PARK

Office of the City Clerk  
City Council Agenda Report

May 3, 2016

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

Dear Mayor and Members of the City Council:

## **REAPPOINTMENT OF CITY COUNCIL MEMBER TO THE LOS ANGELES COUNTY SANITATION DISTRICT NO. 1**

### **IT IS RECOMMENDED THAT THE MAYOR:**

1. Reappoint City Council Member as Alternate to the Los Angeles County Sanitation District No. 1.

### **BACKGROUND**

City Council representation on the various organizations allows the City of Huntington Park to vote on various matters that impact the City. Also, City Council representatives serve as links between the City, City Council and organizations to exchange information and join efforts on a wide range of issues.

Per the Los Angeles County Sanitation District No. 1 policy, the City Council of each member city appoint a member of such City Council as a director to represent such member city on the Board of Directors, and further that the City Council of each member city also appoint an alternate director who shall have the authority to attend, participate and vote at all meetings of the Board of Directors when the director is absent.

### **FISCAL IMPACT**

There is no direct fiscal impact associated with these appointments.

### **CONCLUSION**

Upon reappointment of City Council Members to Los Angeles County Sanitation District No. 1 staff will forward a letter of appointment.

**REAPPOINTMENT OF CITY COUNCIL MEMBER TO THE LOS ANGELES COUNTY  
SANITATION DISTRICT NO. 1**

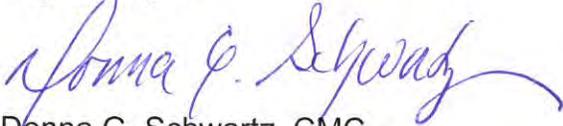
May 3, 2016

Page 2 of 2

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Donna G. Schwartz, CMC  
City Clerk



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

May 3, 2016

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

Dear Mayor and Members of the City Council:

## **DISCUSSION AND/OR APPROVAL OF METRO GRANT APPLICATION FOR AN OPEN STREETS PROGRAM**

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

1. Authorize the City to submit a grant application for the Open Streets Program offered by the Los Angeles County Metropolitan Transportation Authority (Metro) to apply for funding of an open streets event in partnership with the City of Vernon (lead agency) and potentially other neighboring jurisdictions and nonprofit agencies.

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

In an effort to seek funding to leverage programs that promote sustainable communities, healthy living and civic engagement staff recommends that City Council approve submittal of the second application for an Open Streets Program Grant offered by Metro. The grant will be used to finance an "open streets" event similar to or in partnership with "CicLAvia".

This event will include temporarily closing streets to automobiles and opening them to people to reimagine and experience their streets while biking, rollerblading or walking in a car-free environment. The goal of the grant is to encourage green and sustainable modes of transportation (biking, walking and transit), provide an opportunity to take transit for the first time and foster civic engagement. Communities within Los Angeles County are eligible to apply for the grant through a competitive application process. The Metro Board recently authorized the release of the Open Streets Grant Program Cycle 2 application and guidelines. Grant applications are due on May 12, 2016. This grant cycle will provide up to \$4 million to various cities for Open Streets grants in the next two fiscal years. Funds can be used to reimburse staff cost associated with the event.

The City Vernon is interested in co-hosting and submitting a joint application with themselves as the lead applicant and recipient of the funds.

## **DISCUSSION AND/OR APPROVAL OF METRO GRANT APPLICATION FOR AN OPEN STREETS PROGRAM**

May 3, 2016

Page 2 of 2

The City will be hosting its first CicLAvia event on May 15, 2016. The City of Huntington Park is currently working in partnership with CicLAvia, a non-profit organization, and the following three cities and the County are part of this year's event.

1. City of South Gate
2. City of Lynwood
3. City of Los Angeles
4. County of Los Angeles

### **FISCAL IMPACT/FINANCING**

Metro's competitive application provides up to \$149,000 in funding for each jurisdiction and requires a twenty percent local match. Administrative costs could be used towards the local match. The total event cost to be shared with Vernon is estimated in a range of \$190,000 to \$240,000. The City has budgeted \$40,000 the last 3 fiscal years for events promoting active transportation. Staff does not expect an additional appropriation to be requested, however staff would seek other alternative funding sources to fund the balance not covered by the Metro grant and the existing budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The open streets event is expected to be an all-day event along the proposed route which is attached with possible additions or modifications.

### **CONCLUSION**

Upon approval by Council, staff will coordinate the submittal of the application with the City of Vernon.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Manuel Acosta  
Economic Development Manager

### **ATTACHMENT**

- A. Map – Proposed CicLAvia Route



# CITY OF HUNTINGTON PARK

Parks and Recreation Department  
City Council Agenda Report

May 3, 2016

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

Dear Mayor and Members of the City Council:

## **REVIEW AND APPROVE LICENCE AGREEMENT WITH SCHOEPPNER SHOWS TO PROVIDE A FOUR (4) DAY CARNIVAL JULY 1-4, 2016, AT SALT LAKE PARK**

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

1. Review Schoeppner application and agreement; and
2. Authorize City Manager to execute the license agreement.

### **BACKGROUND:**

The Parks and Recreation Department is gearing up for another great 4<sup>th</sup> of July Extravaganza at Salt Lake Park. In order to provide a memorable experience for our residents staff has secured Schoeppner Shows to provide a (4) four day carnival beginning on Friday, July 1<sup>st</sup> and ending after the Fireworks Show on Monday, July 4<sup>th</sup>. The Carnival will include rides, game booths food vendors and various booths for the residents to enjoy.

The entire carnival area will be open to the public. There is no entrance fee and there will be no fenced in area. The open Carnival design (diagram attached) will allow people to flow through freely thus allowing them a very enjoyable park experience. Schoeppner Shows hopes to obtain a small community stage for the event. If they are able to provide a stage, they will allow the Parks and Recreation Department to coordinate all of the outdoor entertainment for the stage area. When this gets confirmed, staff will inform council.

It should be noted that Schoeppner Shows will be responsible for providing all security and staffing for their event. No costs will be assumed by the City to produce the Carnival.

**REVIEW AND APPROVE LICENCE AGREEMENT WITH SCHOEPPNER SHOWS TO PROVIDE A FOUR (4) DAY CARNIVAL JULY 1-4, 2016, AT SALT LAKE PARK**

May 3, 2016

Page 2 of 2

**FISCAL IMPACT/FINANCING:**

Schoeppner Shows will provide the City of Huntington Park 20% of all proceeds from carnival ride ticket sales additionally they will pay to the city a flat rate of \$50 per booth space sold. As a result, this will provide the City with an undetermined positive revenue stream to offset the cost of the fireworks show.

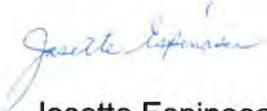
**CONCLUSION**

Upon Council approval, staff will execute agreement to present a Carnival at Salt Lake Park on the 4<sup>th</sup> of July.

Respectfully submitted,



EDGAR CISNEROS  
City Manager



Josette Espinosa  
Director of Parks and Recreation

**ATTACHMENT(S)**

- A. Application
- B. Agreement
- C. Map

# SPECIAL EVENT PARK USE PERMIT APPLICATION



PERMIT No. \_\_\_\_\_

**FILING FEE: \$80 (for-profit organization) \$30 (non-profit organization)**  
Applications must be submitted by October 1 to be considered for following calendar year  
Applications received after October 1 must be submitted at least 90 days before event

## A. APPLICANT INFORMATION

Applicant Name: Schoeppner Shows  
(If organization/business, include name of a contact person)  
Address: 41910 27<sup>th</sup> St West Palmdale, CA 93551  
Telephone #: (661) 943-6294 Emergency Telephone #: (310) 309 0343  
Huntington Park Business License #: \_\_\_\_\_ Are you a non-profit organization? Yes  No

Applicant's authorized representative(s) for management of event. *If more than one, please list on a separate sheet of paper. (Note: Applicant/authorized representative(s) must be present at all times during event)*

Name: Alexis Kaiser  
Telephone #: (310) 309 0343 Drivers License #: 113705893  
E-mail address: reproductions@roadrunner.com  
Address: 1232 Brockton Ave #8 Los Angeles, CA 90025

## B. APPLICANT EXPERIENCE/REFERENCE

The organization applying for the special event permit must have at least three years of experience conducting the same or similar event proposed in this application.

Does your organization have at least three years of experience? Yes  No

Provide three references of other cities/counties where you have conducted a similar event.

1. City/County: Los Angeles Contact Person: Salvador Sanbina  
Telephone #: (213) 387-3284 Dates of last event: 8/1 & 8/2/2015
2. City/County: Winemucca NV Contact Person: Darrel Fields  
Telephone #: (775) 421-1366 Dates of last event: 2015
3. City/County: Yerington NV Contact Person: Lisa Tibbels  
Telephone #: (775) 463-2127 Dates of last event: 2015

C. EVENT INFORMATION

Description of Event (Include all goods/services to be sold, number of rides, concessions, tents, stages, special displays or equipment used, animals, etc. If more space is needed attach a separate sheet of paper)

festival - carnival rides, games, food, vendors

Anticipated Attendance Total: 400 Per Day: 100

D. EVENT ENTERTAINMENT

Attach a 1-2 page detailed list and description of all entertainment to be featured at your event.

E. EVENT DATES/TIMES

Setup

Setup begins on: June 28, 2016 Setup ends on: July 1, 2016

Setup will occur each day from: 9A-9P until

Event

Event begins on: July 1, 2016 Event ends on: July 4, 2016

Event will be open each day from: weekends 2-11 weekdays 5-11 until

Cleanup

Cleanup begins on: July 4, 2016 Cleanup ends on: July 6

Cleanup will occur each day from: July 4 after event until July 6 - 1:00 PM

Notes:

F. EVENT LOCATION

- Salt Lake Park Freedom Park Robert Keller Park Senior Park Other

(Describe area of park your event will utilize) Baseball Diamonds on East Side of Park

G. The following is required three weeks prior to event:

- \$2,500 Refundable Deposit Business License Building Permit
County Fire Permit Security Plan Plot Plan
Entertainment Approval Insurance (must list "City of Huntington Park" as additional insured)

## H. SITE PLAN

Your site plan/route map should be submitted in blueprint or computer-generated format and include:

- An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- The provision of minimum 20-foot emergency access lanes throughout the event venue.
- The location of first aid facilities and ambulances.
- The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- Generator locations and/or source of electricity.
- Sources of water.
- Placement of vehicles and/or trailers.
- Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- Identification of all event components that meet accessibility standards.
- Other related event components not listed above.

I. SECURITY PLAN

Have you hired a licensed professional security company to develop and manage your event's security plan?

Yes  No

If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization: A lways Private Security

Address: 5331 E Olympic Bl  
Los Angeles CA 90022  
Jessy Lopez.always@gmail.com

Telephone #: \_\_\_\_\_ Emergency Telephone #: \_\_\_\_\_

Cell #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Private Patrol Operator License # \_\_\_\_\_

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application.

in house security for carnival during  
business hours, will cover vendor area  
overnight security for vendor  
area 10P-9A

Building and Safety Fee Schedule for Special Events:

Tents/structures/devices

For inspection of structures or devices regulated by Chapter 66 the first inspection or first structure/device \$267.04
Each additional structure and/or device \$42.88

Electrical

Carnival rides (electric or generator driven): \$ 63.52 each
Carnival rides (mechanically driven): \$ 26.40 each
Walk through - attractions/electric displays: \$ 26.40 each
Booth lighting (i.e. carnival games, etc.): \$ 26.40 each
Temporary power pole: \$ 71.36 each

Motors, generators, transformers (rating in horsepower HP, kilowatts KW, kilovolt amperes KVA):

Rating over 3 and not over 10, each \$ 32.64
Rating over 10 and not over 50, each \$ 75.36
Rating over 50 and not over 100, each \$ 140.96
Rating over 100, each \$ 232.64

Any installation of any equipment rated at 400 amperes or larger;
Any installation of a motor rated more than 10 HP;
Any installation of equipment rated above 600V require Plan Review, please submit electrical plans 90 days prior to event. Plan Check fees are 70% of permit fees but not less than \$179.04

Other

Minimum fee for any inspection not covered above is \$100.30 per hour (minimum of two hours)

Issuance fee per each permit: \$45.28

EVENT INFORMATION

Applicant: Schoeppner Shows
Event address: Salt Lake Park Date: July 1 July 4, 2016
Event contact name: Alexis Kaiser Phone: (310) 309 0343
Event contact name: Chad Schoeppner Phone: (661) 733-7354

Tents (indicate number of tents and size of each:

Blank lines for tent information.

Rides and attractions:

# electrical/generator driven rides: 9 # mechanical driven rides:
# walk through/electric displays/booths: 1

Generators:

# 1 @ 100 hp (kw) kva # @ hp kw kva
# 1 @ 25 hp (kw) kva # @ hp kw kva

Application must be **submitted to Director of Parks & Recreation a minimum of 90 days** prior to event date and **returned a minimum of 3 weeks prior to event date** with all required approvals (see attached checklist). Two sets of plot plans and/or floor plans showing locations of all event activity, pedestrian trash, porta-potties, security plan, entertainment list, and vehicle circulation, pedestrian circulation or parking as necessary must be attached.

**CERTIFICATE OF THE APPLICANT:** I understand and agree to abide by all of the Special Event Permit regulations of the City of Huntington Park and any other conditions imposed for the event requested. I certify that all statements made on this application are true and complete to the best of my knowledge. I understand that any false statement may result in denial of the requested permit or revocation of any issued permit.

FOR OFFICE USE ONLY	
Date submitted:	_____
Received by:	_____
File fee:	_____
Receipt #:	_____

*Aceyis Kaiser*  
Applicant's Signature

3/28/16  
Date

The Department of Parks & Recreation requires proof of approval from the following departments and agencies. Please be advised that the \$80 fee will not be refunded if event does not take place as scheduled due to denial of request by other agency and/or property owner (s) or failure by applicant to obtain required approval signatures.

L.A. County Fire Department, Prevention Bureau  
3161 E. Imperial Highway, Lynwood, CA 90255 (310) 603-5258

Approved    Not Approved    No Approval Necessary    Approved with conditions: \_\_\_\_\_

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

L.A. County Health Department, Environmental Health Specialist  
245 S. Fetterly Ave., Room 2014, Los Angeles, CA 90022 (323) 780-2272

Approved    Not Approved    No Approval Necessary    Approved with conditions: \_\_\_\_\_

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

State Department of Alcohol, Beverage Control, Duty Investigator  
300 S. Spring St., Suite 2001-N, Los Angeles, CA 90013 (213) 897-5391

Approved    Not Approved    No Approval Necessary    Approved with conditions: \_\_\_\_\_

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

City of Huntington Park Police Department, Watch Commander  
6542 Miles Avenue, Huntington Park, CA 90255 (323) 584-6254

Approved    Not Approved    No Approval Necessary    Approved with conditions  
 Entertainment    Security Plan    Street Closure    Parking

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

City of Huntington Park City Clerk  
6550 Miles Ave., Huntington Park, CA 90255 (323) 584-6230

Approved    Not Approved    No Approval Necessary    Approved with conditions  
 Contracts    Insurance

\_\_\_\_\_  
Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

City of Huntington Park Finance Department, Collections Division  
 6550 Miles Ave., Huntington Park, CA 90255 (323) 584-6237

Approved    Not Approved    No Approval Necessary    Approved with conditions: \_\_\_\_\_

\_\_\_\_\_  
 Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

City of Huntington Park Building Department, Plan Review  
 6550 Miles Ave., Huntington Park, CA 90255 (323) 584-6315

Approved    Not Approved    No Approval Necessary    Approved with conditions: \_\_\_\_\_

\_\_\_\_\_  
 Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

City of Huntington Park Engineering Department, Assistant City Engineer  
 6550 Miles Ave., Huntington Park, CA 90255 (323) 584-6253

Approved    Not Approved    No Approval Necessary    Approved with conditions: \_\_\_\_\_

\_\_\_\_\_  
 Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

City of Huntington Park Public Works Department, Director of Public Works  
 6900 Bissell St., Huntington Park, CA 90255 (323) 584-6320

Approved    Not Approved    No Approval Necessary    Approved with conditions  
 Water    Electrical    Dig Alert    Trash/Recycle

\_\_\_\_\_  
 Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

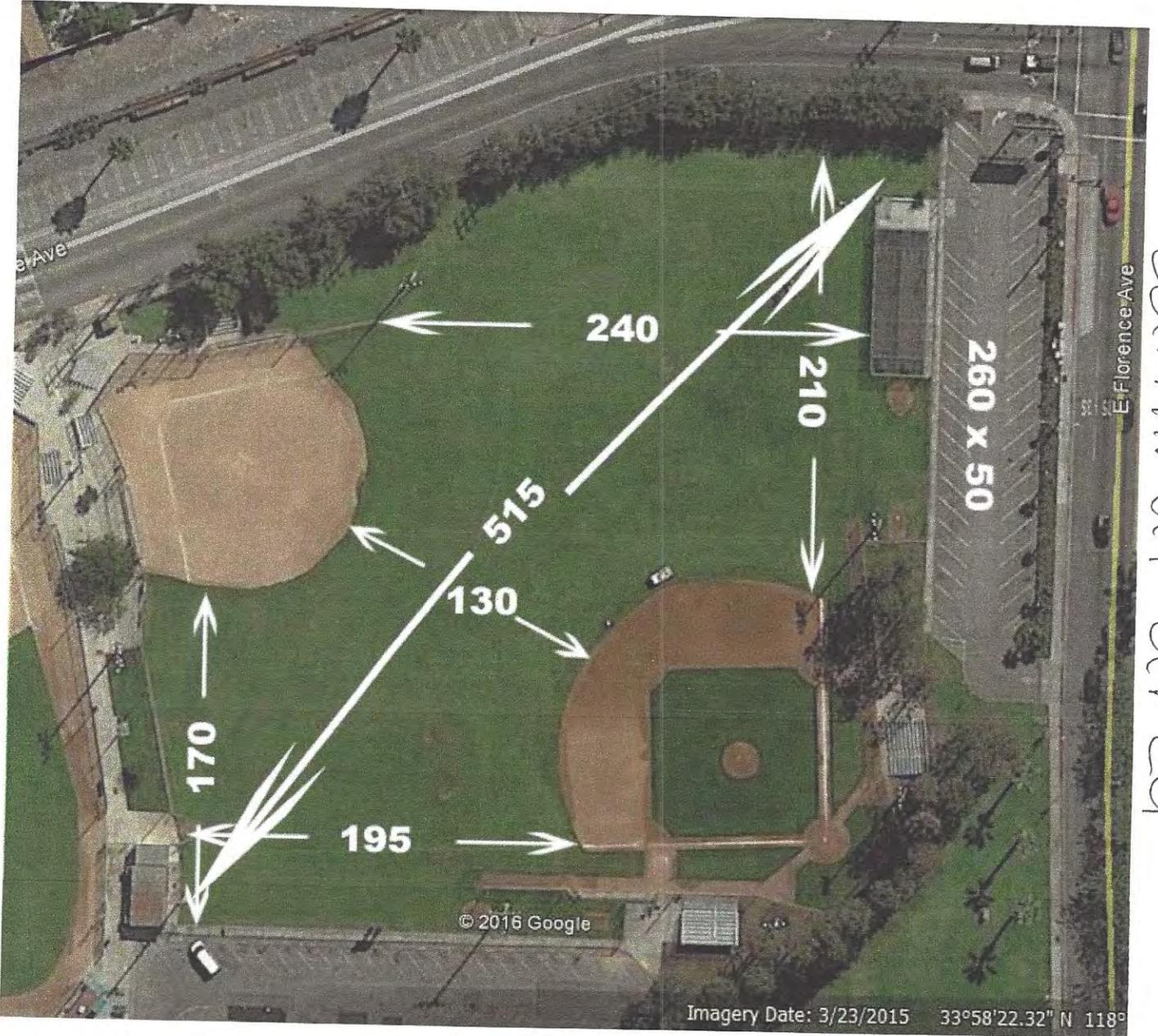
Dig Alert, [www.digalert.org](http://www.digalert.org) (800) 227-2600

Approved    Not Approved    No Approval Necessary    Approved with conditions: \_\_\_\_\_

\_\_\_\_\_  
 Name/Title: \_\_\_\_\_ Signature: \_\_\_\_\_

- Parks & Recreation Commission    City Council

Carnival area





## **TEMPORARY ACCESS LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (“License”) is made and entered into as of May 3, 2016, by and between the CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California (“City”), and PHIL SCHOEPPNER dba SCHOEPPNER SHOWS (“Licensee”).

### **SECTION ONE: FUNDAMENTAL LICENSE TERMS**

1.1 **License:** City hereby issues to Licensee a License to enter upon real property located at the field portion of the City’s Municipal Park located at 3401 E. Florence Avenue, Huntington Park, CA, as shown on the map attached hereto as Section Four and incorporated herein by this reference (“Premises”), for the purpose or activity specified in Paragraph 1.2.

1.2 **Use of Premises:** For and during the term of this License, and any extension or renewal thereof, Licensee shall use the Premises solely and exclusively for the purpose(s) or activity(ies) as described and delineated in Section Five hereto and incorporated herein by this reference (“Use of Premises”) and for ingress and egress to the Premises from the closest public street for such activities.

1.3 **Term:** This License shall commence on **June 28, 2016** (“Commencement Date”) and shall continue to and terminate at 1:00 p.m. local time on **July 6, 2016** (“Expiration Date”). This License and the Licensee’s rights hereunder may not be extended beyond the Expiration Date unless such extension is set forth in writing and signed by both City and the Licensee. Notwithstanding the foregoing or any other provision of this License, City may terminate this License with or without cause, or for any reason, at any time, by giving Licensee a ten (10) days written notice of termination.

**BY PLACING ITS INITIALS HERE, LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE PROVISIONS OF THIS LICENSE THAT ALLOW CITY TO TERMINATE THIS LICENSE AT ANY TIME WITH OR WITHOUT CAUSE AS SET FORTH HEREINABOVE.**

**Licensee:** \_\_\_\_\_

1.4 **License Consideration:** As consideration for the issuance of this License, Licensee shall pay to City a License Fee specified in Section Six hereunder, in accordance with the procedures set out in Section Two (General Provisions).

1.5 **Notices and Payments:** All payments, notices and other writings required to be delivered under this License to either party shall be delivered in accordance with the provisions of Section Two (“General Provisions”), to City at the address set forth in Section Two, and to Licensee at the address set forth in this Section One.

1.6 **Attachments:** This License incorporates by reference the following Attachments to this License:

- Section One: Fundamental License Terms
- Section Two: General License Provisions
- Section Three: Special License Provisions
- Section Four: Map of the Premises
- Section Five: Use of Premises
- Section Six: License Fee Schedule

1.7 **Integration:** This License represents the entire understanding of City and Licensee as to the License and all other matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this License. This License supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this License.

IN WITNESS WHEREOF, the parties have executed and entered into this License as of the date first set forth above.

<p><b>CITY OF HUNTINGTON PARK</b></p> <p>By: _____ Edgar Cisneros, City Manager</p> <p><b>ATTEST:</b></p> <p>By: _____ Donna G. Schwartz, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>City Attorney, City of Huntington Park</p>	<p><b>PHIL SCHOEPPNER dba SCHOEPPNER SHOWS</b></p> <p>By: _____ Phil Schoeppner</p> <p><b>Licensee Information:</b></p> <p>Address for Notices:</p> <p>Attn: Phil Schoeppner 41910 27th Street West Palmdale, CA 93551</p>
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**SECTION TWO:**  
**GENERAL LICENSE PROVISIONS**

2.1 Payment of License Fee

2.1.1. Transmittal of Payments: Licensee shall make all License Fee payments, and pay all other sums due under this License, in lawful money of the United States, by check payable to "CITY OF HUNTINGTON PARK," and shall personally deliver all payments without any notice or demand to City at the address set forth in Paragraph 2.8.1 below.

2.1.2. No Offsets: All License Fees and other sums due under this License shall be paid without offset or deduction, and shall be deemed payments on account. Neither the payment by Licensee nor the acceptance by City of any License Fee or other sum in an amount which is less than the amount due and payable pursuant to this License, nor the issuance of any statement showing as due and payable an amount less than is properly due and payable pursuant to the terms of this License, shall constitute an agreement by City modifying this License or a waiver of City's right to receive all sums provided for in this License. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord or satisfaction, and City shall accept all checks and payments from Licensee without prejudice to City's right to recover the balance of the amount due or to pursue any other remedy in this License or otherwise provided by law.

2.2 Charges for Delinquent Payment of License Fee

2.2.1. If any payment of any License Fee or any other sum due City is not received by City within ten (10) days after the due date, Licensee shall be deemed delinquent in its License Fee payment and a late charge of one and one-half percent (1.5%) of the delinquent amount, plus the sum of One Hundred Dollars (\$100.00), shall become immediately due and payable to City. An additional charge of one and one-half percent (1.5%) of such delinquent License Fee payment (excluding late charges) shall be added for each additional calendar month (or portion thereof) that the delinquent sum remains unpaid.

2.2.2. Licensee and City hereby acknowledge and agree that such late charges do not represent and shall not be deemed to be an interest payment, but that such late charges represent a fair and reasonable estimate of the costs and expenses that City will incur by reason of Licensee's late payment.

2.2.3. Acceptance by City of any delinquent License Fee payment or late charge shall in no way constitute a waiver of Licensee's default with respect to such overdue and delinquent payment, or in any way impair, prevent or restrict City from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

## 2.3 Use of Premises

2.3.1. Conditions of Use: For and during the term of this License, and any extension or renewal thereof, Licensee's use of the Premises shall be subject to the following conditions, covenants and restrictions:

2.3.1.1 Except as provided in this License, the Premises shall be used only for the purposes specified in Paragraph 1.2 above and Section Five hereunder, and the Premises shall not be used for any other use or purpose whatsoever, without the prior written consent of City.

2.3.1.2 Lessee shall not cause, permit or suffer any Hazardous Material to be brought upon, left, used or abandoned on the Premises. For purposes of this paragraph, the term "Hazardous Material" shall mean: (i) any chemical, pollutant, contaminant, pesticide, petroleum or petroleum product or by product, radioactive substance, solid waste (hazardous or extremely hazardous), special, dangerous or toxic waste, hazardous or toxic substance, chemical or material regulated, listed, referred to, limited or prohibited under any Environmental Law, including without limitation: (i) friable or damaged asbestos, asbestos-containing material, polychlorinated biphenyls ("PCBs"), chlorinated solvents and waste oil; (ii) any "hazardous substance" or "hazardous waste" as defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), as amended ("CERCLA"); or the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), as amended ("RCRA") or any Environmental Law of the State of California; and (iii) even if not prohibited, listed, limited or regulated by an Environmental Law, all pollutants, contaminants, hazardous, dangerous or toxic chemical materials, wastes or any other substances, including without limitation, any petroleum material or fractions thereof or additives thereto, any industrial process or pollution control waste (whether or not hazardous within the meaning of RCRA) which pose a hazard to the environment, or the health and safety of any person or impair the use or value of any portion of the Property. The term "Environmental Law" shall mean all applicable past, present or future federal, state and local statutes, regulations, directives, ordinances, rules, court orders, judicial and administrative decrees, arbitration awards and the common law, which pertain to environmental matters, contamination of any type whatsoever, or health and safety matters, as such have been amended, modified or supplemented from time to time (including any present and future amendments thereto and re-authorizations thereof), including, without limitation, those relating to: (i) the manufacture, processing, use, distribution, treatment, storage, disposal, generation or transportation of Hazardous Materials; (ii) air, soil, surface, subsurface, surface water and groundwater; (iii) Releases; (iv) protection of wildlife, endangered species, wetlands or natural resources; (v) the operation and closure of underground storage tanks; (vi) health and safety of employees and other persons; and (vii) notification and record keeping requirements relating to the foregoing. Without limiting the above, Environmental Laws also include the following: (i) CERCLA; (ii) RCRA; (iii) the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§ 11001 et seq.), as amended; (iv) the Clean Air Act (42 U.S.C. §§ 7401 et seq.), as amended; (v) the Clean Water Act (33 U.S.C. §§1251 et seq.), as amended; (vi) the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), as amended; (vii) the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), as amended; (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), as amended; (ix) the Federal Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as

amended; (x) the Federal Radon and Indoor Air Quality Research Act (42 U.S.C. §§ 7401 et seq.); (xi) the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as amended; and (xii) any state, county, municipal or local statutes, laws or ordinances similar or analogous to (including counterparts of) any of the statutes listed above.

2.3.1.3 Licensee shall not maintain, commit or permit the maintenance or commission of any waste or any nuisance (as defined in California Civil Code section 3479) on the Premises, and Licensee shall not use or permit the use of the Premises for any unlawful purpose.

2.3.1.4 City or its authorized representative shall have the right at all reasonable times to enter upon the Premises and inspect the general condition of the Premises to determine if Licensee is complying with the terms, conditions, requirements and provisions of this License.

2.3.2. Utilities and Services: Licensee shall be solely responsible for obtaining all utility service and for the payment of all utility charges, including but not limited to water and power, supplied to the Premises.

2.3.3. Permits and Approvals: Licensee shall obtain at its own sole cost and expense, any and all governmental permits, approvals, licenses or other authorizations which may be required in connection with the use of the Premises as set forth in this License, including but not limited to approvals for business licenses, zoning or use permits, or any approvals that may be required under the California Environmental Quality Act, Surface Mining Second Reclamation Act, any rules or restrictions relating to environmental protection or protection of endangered species, or other provisions of law. No approval or consent given under this License by City shall affect or limit Licensee's obligations hereunder, nor shall any approvals or consents given by City, in its capacity as a party to this License, be deemed to be approval as to compliance or conformance with any applicable governmental codes, laws, orders, rules or regulations.

2.4 Insurance: Without limiting Licensee's indemnification obligations, Licensee shall not enter or occupy the Premises until Licensee has obtained all of the insurance required herein from a company or companies acceptable to City, and Licensee shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise approved by City.

2.4.1. Licensee shall take out and maintain the following insurance:

2.4.1.1 Workers' Compensation and Employer's Liability Insurance: Licensee shall cover or insure under the applicable laws relating to workers' compensation insurance all of its employees working on or about the Premises, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Licensee shall provide worker's compensation insurance and employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One

Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) “Insurer waives all rights of subrogation against the City of Huntington Park, its officers, directors, employees, representatives and volunteers.”

(b) “This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the City of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage.”

2.4.1.2 Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of Five Million Dollars (\$5,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer’s equivalent endorsement provided to City), or the general aggregate limit shall be twice the required occurrence limit.

2.4.1.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

2.4.2. Endorsements: The policies of liability insurance provided for in Paragraphs 2.4.1.2 and 2.4.1.3 shall specify that this specific License is insured and that coverage for injury to participants resulting from Licensee's activities is not excluded, and shall be in a form satisfactory to City and contain the following separate endorsements:

(a) “The City of Huntington Park, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the City of Huntington Park. The coverage shall contain no special limitations on the scope of protection afforded to the City of Huntington Park, its officers, directors, employees, representatives and volunteers.”

(b) “This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the City of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage.”

(c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the City of Huntington Park shall not be liable for the payment of premiums or assessments on this policy.”

(d) “Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Huntington Park, its officers, directors, employees, representatives, or volunteers.”

(e) “This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.”

2.4.3. Evidence of Coverage: Licensee shall at the time of the execution of the License present to City the original policies of insurance required by this Paragraph 2.4 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer’s representative. All policies shall contain the Licensee’s name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City. Licensee’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

2.4.4. Review of Coverage: City shall have the right at any time to review the coverage, form, and limits of insurance required under this License. If, in the sole and absolute discretion of City, the insurance provisions in this License do not provide adequate protection for City, City shall have the right to require Licensee to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Licensee shall promptly comply with any such requirement. City’s requirements shall not be unreasonable, but shall be adequate in the sole opinion of City to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

2.4.5. Deductibles: Any and all deductibles must be declared and approved by City prior to execution of this License.

2.4.6. License Contingent Upon Coverage: Notwithstanding any other provision of this License, this License shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with City.

## 2.5 Indemnification

2.5.1. City Not Liable: City shall not be liable at any time for any loss, damage or injury whatsoever to the person or property of any person or entity whatsoever, including but not limited to any employee, invitee, agent or contractor of Licensee, resulting from or arising out of any act or omission of Licensee or of any person or entity holding under Licensee, the physical condition or state of the Premises, or the occupancy or use of the Premises or any part thereof by or under Licensee, or any act or omission in the exercise of any right or the performance of any obligation under this License, or directly or indirectly from any state or condition of the Premises, or any part thereof.

2.5.2. Indemnification: Irrespective of any insurance carried by Licensee for the benefit of City, and notwithstanding any other provision or statement of precedence of this License to the contrary, Licensee shall indemnify and hold City, its officers, directors, employees, representatives and volunteers (collectively "City Personnel") harmless from and against any and all actions, claims, demands, judgments, attorneys fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including, but not limited to, any employee, invitee, agent or contractor of Licensee) in any way arising out of or in connection with this License, the operations carried on by Licensee on the Premises or any lands to which Licensee has access hereunder, or the occupation or use of the Premises by Licensee or any person or entity holding under Licensee (collectively, "Claims"), whether or not there is concurrent active or passive negligence on the part of City, and/or acts for which the City would be held strictly liable, but excluding the sole active negligence or willful misconduct of City. In connection therewith:

2.5.2.1 Licensee shall defend and hold City and City Personnel harmless from any and all Claims, whether caused in whole or in part by City's active or passive negligence, and/or acts for which City and/or City Personnel would be held strictly liable, but excluding any Claim that results from the sole active negligence or willful misconduct of City or City Personnel; and Licensee shall pay all expenses and costs, including attorneys' fees, incurred in connection therewith.

2.5.2.2 Licensee shall promptly pay any judgment rendered against Licensee or City covering any Claim, and hold and save City and City Personnel harmless therefrom, whether such Claim was caused in whole or in part by City and/or City Personnel's active or passive negligence, and/or acts for which City and/or City Personnel would be held strictly liable, but excluding the sole active negligence and willful misconduct of City and/or City Personnel.

2.5.2.3 In the event City is made a party to any action or proceeding filed or prosecuted for or arising out of or in connection with any Claim, Licensee shall pay to City any and all costs and expenses incurred by City in any such action or proceeding, together with reasonable attorneys' fees.

2.5.2.4 All of the indemnity obligations of Licensee under this Paragraph 2.5.2, or as otherwise set forth in this License, shall survive the expiration or earlier termination of this License.

## 2.6 Legal Relations and Responsibilities

2.6.1. Nature of Relationship: City and Licensee understand and agree that the only relationship between them created by this License is that of Licensor and Licensee, and that this License is a license and not a lease, profit a prendre, or any other interest in the Premises, and does not create, and shall not be construed to create, any agency, partnership, joint venture, landlord-tenant or other relationship between City and Licensee.

2.6.2. Compliance with Laws: Licensee shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of Licensee under this License, or the possession or use of the Premises by Licensee, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Licensee shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, City, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Licensee or any person or entity holding under Licensee.

2.6.3. Assignment: The License granted hereby is personal to Licensee and any assignment of said License by Licensee, voluntarily or by operation of law, shall automatically terminate this License, unless Licensee has obtained the prior written consent of City, which may be withheld, in its sole and absolute discretion, for any reason or no reason at all.

2.6.4. Acknowledgment of City's Title: Licensee hereby acknowledges the title of City in and to the Premises, including the real property fixtures and improvements existing or erected thereon, and Licensee hereby covenants and promises never to assail, contest or resist City's title to the Premises.

2.6.5. Liens: Licensee shall maintain the Premises free from and clear of any claims, obligations, liabilities, liens, encumbrances and charges, including but not limited to any claims, liens or charges arising out of or in connection with the furnishing of materials or the performance of labor on the Premises. Licensee further shall protect and indemnify City and the Premises from and hold them, and each of them, harmless against any and all such claims, obligations, liabilities, liens, encumbrances and charges.

2.6.6. Taxation: A possessory interest subject to property taxation may be created by this License. It is understood and agreed that if such a possessory interest is created, Licensee shall be responsible for the payment of all property taxes levied on such interest, and that City shall have no responsibility therefor. Licensee shall be solely responsible for any second allotted taxes or charges that may be revised or imposed on Licensee's activities taken hereunder, including any severance or other taxes.

2.6.7. Condemnation. In the event the Premises or any portion of the Premises is acquired under the power of eminent domain, or transferred by way of negotiated agreement in lieu of, or under threat of eminent domain, City shall receive and be entitled to all just compensation that may be awarded for the taking, including but not limited to just compensation for the property taken, any damage for injury to the remainder, and damage for any loss of

business goodwill, excepting only damages or compensation specifically awarded for any relocation benefits that may be available to Licensee, and any compensation for tangible personal property losses or improvements pertaining to the realty owned by Licensee, all of which shall be recoverable by Licensee.

#### 2.6.8. City's Reservations

2.6.8.1 City hereby reserves the right to grant easements and rights-of-way for pole or tower lines for transmission of electricity, and easements, leases and rights-of-way for telephone, telegraph, telecommunication facilities, gas, water, sewer and oil lines, for roads and highways, and for other similar uses over and across the Premises at any location or locations within the Premises. In the event Licensee determines that the granting or exercise of any such easement, lease, or right-of-way significantly interferes with Licensee's possession or use of the Premises, Licensee's only remedy shall be to terminate this License upon thirty (30) days written notice to City. Licensee shall not interfere with any easements or rights-of-way pertaining to or affecting the Premises.

2.6.8.2 City hereby reserves the right to sell, transfer or otherwise dispose of any portion of the Premises at any time. In the event of such sale, transfer or disposition, and notwithstanding any other provision of this License, this License shall, upon the close of escrow or the conveyance of title, terminate as to the portions of the Premises sold, transferred or disposed of, and Licensee shall release the same from the terms of this License and from any encumbrance which results from this License, and shall promptly quit the Premises, in accordance with Sections 2.6.10 and 2.6.11 below.

2.6.9. Waiver of Claims: As a material part of the consideration to City under the License, Licensee hereby waives any and all claims that it may have against City during the term of this License, or any extension or renewal thereof, for any damage to goods, wares and merchandise upon or about the Premises, and for any injury to Licensee, its employees, agents, invitees, or to third parties in or about the Premises, from any cause arising at any time.

2.6.10. Surrender of Possession: At the expiration or termination of this License, whether with or without cause, Licensee shall promptly quit and surrender the Premises in a good state of repair.

2.6.11. Disposition of Abandoned Property: If Licensee abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property left on the Premises for five (5) or more days after such event shall at City's opinion, be deemed to have been abandoned and transferred to City. City shall have the right to remove and dispose of any and all such property without liability therefor to Licensee or to any person or entity claiming under Licensee, and City shall have no duty to account for such property. Licensee agrees to reimburse City for any and all costs associated with City transferring or disposing of Licensee's personal property pursuant to this Section.

2.6.12. Premises "As-Is": Licensee acknowledges that the Premises are being provided to Licensee on an "as-is" basis, and Licensee takes and occupies the Premises without reliance upon any representation by City, or any of its officers, employees, agents or

representatives, or any other person, concerning the Premises, their fitness for Licensee's intended use or any other particular purpose of use, the Premises' state of title, their income-producing history, potential or capabilities, their value, or any other promise, representation or inducement not expressly set forth in this License.

2.6.13. No Representation or Warranty Concerning Premises: Licensee acknowledges that neither City, nor any of its officers, employees, agents or representatives, has made any written or oral representation, promise, or warranty, expressed or implied, concerning the Premises, their fitness for Licensee's intended use or any other purpose or use, their income producing history, potential or capabilities, their value, or any other matter not expressly set forth in this License.

2.6.14. Disputes: In the event that any action is commenced by a party to this License against the other to enforce its rights or obligations arising from this License or seeking to interpret this License, the prevailing party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees. Should City be named in any suit brought by any third party against Licensee in connection with or in any way arising out of Licensee's occupancy or use of the Premises under this License, Licensee shall pay to City its costs and expenses incurred in such suit, including reasonable attorneys' fees.

2.6.15. Security Measures: Licensee acknowledges that the Premises are licensed to and accepted by Licensee in an "as-is" condition, and that the License Payments and other sums payable from Licensee to City hereunder do not include the cost of any site preparation or security guard or any other security services or measures. Licensee further acknowledges that City makes no representation or warranty, express or implied, regarding the security of the Premises or the need for or propriety of any security measures at the Premises; and Licensee further acknowledges that City shall have no obligation whatsoever to provide guard service or any other security measures. Licensee expressly assumes all responsibility for the protection and security of the Premises, Licensee, its agents, employees, invitees and property within the Premises from any and all acts of any third party.

2.6.16. No Obligation to Third Parties: Execution and issuance of this License shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than City and Licensee.

2.6.17. Waiver: Any waiver by any party of a breach of any provision of this License shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.

2.6.18. City's Liability on Termination: Licensee hereby waives all damages or claims for damage that may be caused by any action of City in terminating this License (either with or without cause), or taking possession of the Premises as provided in this License or at law, and Licensee waives all claims for damages to or loss of such property of Licensee as may be in or upon the Premises upon the termination of this License.

2.6.19. Copies of Reports. Licensee shall provide to City copies of all surveys, engineering information, analysis, environmental reports, tests and studies and any other information obtained or generated by Licensee in connection with Licensee's use of the Premises.

## 2.7 Maintenance and Repair of Premises

2.7.1. Licensee's Obligation to Maintain Premises: Licensee shall at all times during the term of this License, and any extension or renewal thereof, at its sole cost and expense, remove all trash and debris from the Premises. Licensee shall also keep and maintain in good condition and in substantial repair (all to the satisfaction of City in its sole discretion), the Premises and all appurtenances and every part thereof, including improvements of any kind erected, installed or made on or within the Premises. Licensee shall at all times in the maintenance and use of the Premises and the buildings, structures, facilities, improvements and equipment thereon, comply with all laws, ordinances and regulations pertaining thereto, and all conditions and restrictions set forth herein. Licensee expressly agrees to maintain the Premises in a safe, clean, wholesome, and sanitary condition and free of trash and debris, to the complete satisfaction of City and in compliance with all applicable laws.

2.7.2. Licensee's Default of its Maintenance Duties: In the event that Licensee fails, neglects or refuses to remove trash or debris deposited by Licensee or its invitees on the Premises or to maintain or make repairs or replacements as required by this License, City shall notify Licensee in writing of such failure or refusal. Should Licensee fail or refuse to correct such default within five (5) days of receipt of such written notice from City, City may, but shall not be required to, itself or by contract, undertake the necessary maintenance, repair or replacements; and the cost thereof, including but not limited to the cost of labor, materials and equipment and procurement of insurance, plus an administrative fee in the amount of fifteen percent (15%) of the sum of such costs, shall be paid by Licensee to City within five (5) days of Licensee's receipt of a statement of such costs from City. Any such maintenance, repair or replacement by or on behalf of City shall not be deemed to be a waiver of Licensee's default under this License, and shall not in any way impair, prevent or restrict City from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

## 2.8 Miscellaneous

2.8.1. Notices: Any notice, payment or instrument required or permitted to be given or delivered by this License may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows:

If to City: CITY OF HUNTINGTON PARK  
Attention: Director of Parks & Recreation  
3401 East Florence Avenue  
Huntington Park, California 90255

If to Licensee: To such name and address set forth for Licensee in Section One of this License,

or such other person or address as either party may direct in writing to the other; provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to who directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository.

2.8.2. Warranty of Authority: Each officer of City and Licensee affixing his or her signature to this License warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions and provisions of this License, that his or her respective party has the full legal right, power, capacity and authority to enter into this License and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

2.8.3. Headings: The titles and headings of Sections and Paragraphs of this License, as herein set forth, have been inserted for the sake of convenience only, and are not to be taken, deemed or construed to be any part of the terms, covenants or conditions of this License, or to control, limit or modify any of the terms, covenants or conditions hereof.

2.8.4. Time of Essence: Time is of the essence of this License. Failure to comply with any requirement, including but not limited to any time requirement, of this License shall constitute a material breach of this License.

2.8.5. Construction and Amendment: This License shall be construed, interpreted, governed and enforced in all respects according to the laws of the State of California and as if drafted by both City and Licensee. No amendment, change or modification of this document shall be valid unless in writing, stating that it amends, changes or modifies this License, and signed by all of the parties hereto.

2.8.6. Successors: Subject to the provisions of Paragraph 2.6.3 above, this License, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, City, Licensee, and their respective successors and assigns.

2.8.7. Re-Entry: No entry or re-entry into the Premises by City shall be construed as an election to terminate this License, unless prior thereto or concurrently therewith written notice of intent to terminate is given by City to Licensee. City's entry into possession of the Premises without having elected to terminate shall not prevent City from making such an election and giving Licensee notice thereof.

2.8.8. Partial Invalidity: If any term, covenant, condition or provision of this License is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, condition or provision contained in this License.

2.8.9. Further Assurances: Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and

things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

2.8.10. Precedence: In the event of any conflict between Sections of this License, Section One shall prevail over Sections Two, Three and Four, and Section Three shall prevail over Section Two.

2.8.11. Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Los Angeles shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

[END GENERAL LICENSE PROVISIONS]

**SECTION THREE:**  
**SPECIAL LICENSE PROVISIONS**

3.1 Licensee shall supply the Director of Parks & Recreation (the “Director”) with a complete and detailed layout map of the set-up for Licensee’s use of Premises (the “Layout Map”) not less than fifteen (15) days before the Commencement Date. No work shall commence on the Premises unless and until approval of the Layout Map has been obtained from the Director.

3.2 Licensee shall remove all of its equipment and property from the Premises by the Expiration Date.

3.3 Licensee agrees that, if the Premises is not completely vacated by the Expiration Date, all of Licensee’s remaining equipment and property may be removed from the Premises and stored at Licensee’s expense. City in no way assumes any responsibility for any equipment or property left by Licensee on the Premises.

3.4 Licensee shall keep all of Licensee’s equipment and personnel at least 30 ft. away from the Department of Water and Power, power right-of-way lines running along Bissell Street and shall keep such area free and clear of all obstruction including parked vehicles, tents, rides, etc.

3.5 Personnel

3.5.1. Licensee’s personnel shall not sleep on or about the Premises or public streets, except in self-contained mobile homes or trailers indicated in the Layout Map.

3.5.2. Licensee’s personnel shall not use the Premises for any services such as City’s shower and restroom facilities.

3.6 Motor Vehicles and Equipment

3.6.1. Licensee’s vehicles will be allowed on the Premises for loading and unloading only during those specific hours set for that purpose. Licensee shall use caution not to damage sprinkler heads or trees on the Premises. Any such damage shall be paid for by Licensee pursuant to Paragraph 3.11.4 of this Agreement.

3.6.2. Vehicles that are not an operating part of the carnival are not to be parked or stored on any Municipal Park facility or public street, except along the railroad right-of-way parking area east of the ball diamonds on the Premises. This area may be used as a parking and staging area between June 28, 2016 at 7:00 am and July 6, 2016 at 1:00 pm, as set forth in Section 5 below.

3.6.3. Equipment and vehicles likely to drip oil or other liquids shall have proper ground covers installed under them for the protection of the property on which they are parked.

3.6.4. Maintenance of vehicles and equipment (including, but not limited to, repairing, painting, washing, or lubricating) is not allowed on the Premises.

### 3.7 Building, Safety and Health

3.7.1. Prior to set-up, Licensee shall be required to obtain a building permit for all electrical, equipment and bleacher installations from the City Building Department located in Room 145, City Hall. No permit will be issued without a copy of a "Service Order" from H. P. Consolidated (562-663-3400) indicating that arrangements have been made for trash pick-up.

3.7.2. The Premises shall at all times be subject to inspection by the City's Building, Police, Fire, and Health Departments, which shall have the authority to shut down Licensee's use of Premises if there exist any danger to the health and/or safety of the participants, spectators, or public, or if there is a violation of any law or ordinance.

3.7.3. The use of Premises shall conform to the requirements of Sub-Chapter 2, Title 19, and Administrative Code of State of California and all other government-related fire prevention and safety codes. Licensee shall also coordinate inspection of all tents by the fire department prior to the date of the City inspection.

3.7.4. Licensee shall ensure that tents, booths, bleachers, equipment, animal storage pens, and any other facilities are erected and maintained in compliance with State, County, and City Building and Safety Regulations.

3.7.5. Licensee shall ensure that all electrical equipment and installations comply with the Safety Codes of the State of California and City's Electrical Ordinances. Licensee shall not be permitted to tie into any City electrical lines without prior written approval from the City's Director of Public Works. Licensee must have all electrical work completed by a licensed electrician, said electrician shall be responsible for obtaining any permit or approval required for the operation of any generators to be used.

3.7.6. Food Vendors (profit and non-profit) shall be required to obtain the County Health Department's approval two weeks prior to the Commencement Date, at Department of Health Services, 245 South Fetterly Avenue, Los Angeles, CA 90022. Public health licenses and permits shall be retained on site and available for inspection at all times. Licensee shall notify all vendors of this requirement.

3.7.7. Licensee shall provide a minimum of five (5) lighted comfort stations for the convenience of the public, including one (1) for the handicapped. The comfort stations shall be cleaned and serviced on a regular and daily basis as needed and at least three (3) times per day.

3.7.8. Licensee shall make all necessary arrangements for the pick up of debris and refuse from the Premises and for the proper disposal of all such refuse.

### 3.8 Approval Prior to Opening Operation

3.8.1. Licensee shall not commence its operation of the carnival until all equipment and properties have been inspected and approved by the appropriate City and County Departments. All equipment and properties shall be ready for inspection by 2:00 p.m. on July 3, 2016. Licensee shall pay to City an additional fee of \$150 per hour for each hour after 4:00 p.m. on July 3, 2016 until all equipment and material are removed from Premises.

3.9 City Vendors. City vendors retain the right to sell concession items in the Municipal Park of which the Premises is a part, but shall remain outside the Premises where Licensee vendors are selling during the term of this License.

### 3.10 Restoration of Premises

3.10.1. Licensee shall leave the Premises in the same condition it was in prior to the Commencement Date.

3.10.2. City reserves the right to inspect the Premises at any time.

3.10.3. Licensee shall be liable for the cost of any repairs the City Manager determines is necessary to restore the Premises to the condition it was in prior to the Commencement Date.

### 3.11 Deposit and Fees

3.11.1. Licensee shall deposit \$2,500 in the form of cash, a cashier's check or money order, (payable to the "City of Huntington Park"), with the City's Recreation Administrative Office at least seven (7) days prior to the Commencement Date. The deposit shall be refunded if the Premises is left in the same condition it was in prior to the Commencement Date (i.e. clean and undamaged), as determined by the City Manager, and all required fees and charges have been paid to City. The deposit or portion thereof, shall be released to the Licensee by the Finance Department upon demand of the Director of Parks & Recreation.

3.11.2. Licensee shall be responsible for any amount over \$2,500 required to cover restoration charges and/or additional fees and charges required herein.

3.11.3. Within twenty-four (24) hours after the Expiration Date, Licensee shall pay City for any Police Officers it may have provided pursuant to Section 3.12 herein. Payment shall be made at the Huntington Park Police Department located at 6552 Miles Ave., Huntington Park, CA.

3.11.4. Within forty-eight (48) hours after the Expiration Date, Licensee shall pay City any restoration charges and/or fees/charges not covered by the deposit required under Section 3.11.1 herein.

3.11.5. Licensee shall prepare a written report detailing all expenses incurred by it in connection with the Use of the Premises (including, but not limited to, administrative costs, expenditures for rides, booths, entertainment, security, etc). The report shall be transmitted to the City as set forth in Section 6.

### 3.12 Police, Security and Special Events Staff

3.12.1. Licensee shall submit a written security plan to the Police Department for the Use of Premises which shall be approved by the Chief of Police or his designated officer at least fifteen (15) days prior to the Commencement Date. The written security plan shall include the following:

3.12.1.1 Crowd estimated and any anticipated security problems.

3.12.1.2 The company name, address, and telephone number of any retained private security firm, and their representative.

3.12.1.3 The number of both uniformed and non-uniformed security personnel to be assigned to the event at all times with their specific security assignments.

3.12.1.4 The number of security officers, if any, who will be armed.

3.12.1.5 Scheduling for security officers 30 minutes prior and after public operation.

3.12.1.6 Any other information required by the Chief of Police.

3.12.2. The Chief of Police shall have final authority to approve, modify or revoke the security plan and to assign City police officers at the expense of Licensee, based on the need for public safety.

3.12.3. Licensee shall notify the Chief of Police or his designee at least twenty-four (24) hours before any change in the operating schedule or security plan for the use of Premises.

3.12.4. Licensee shall maintain a minimum of one (1) adult members of its organization to supervise all activities during operation of the carnival.

3.12.5. The areas where animals will be kept, if applicable, shall be securely locked and enclosed for the protection of public.

3.13 Business License and Fees. Licensee shall obtain a City business license seven (7) days prior to the Commencement Date, at City Hall, 6550 Miles Avenue, Room 127, Huntington Park. License fees per operating day for Licensee engagements are \$200.

3.13.1. County Health Department permits must be presented by food vendors prior to issuance of City license.

3.13.2. Non-profit organizations who are registered with the Internal Revenue Service as a 501C (3), and businesses with current City licenses are exempt from obtaining business license.

3.13.3. Four (4) days in advance of the Commencement Date, Licensee shall submit a list of all vendors to the City's Business License Office.

3.14 Water Usage. City can provide water for use by Licensee at Licensee's expense at the normal water rate costs.

3.14.1. Licensee is allowed to use a 1/3" park water outlet which is metered and Licensee will be charged according to its water consumption.

3.14.2. If a larger water service is needed, Licensee, may use fire hydrant hookups. A \$1,000 deposit is required at least four (4) days in advance of the Commencement Date at Room 127 at City Hall, 6550 Miles Avenue, Huntington Park, CA.

3.14.3. Water fees will be calculated from the consumption meter and water costs will be charged pursuant to Paragraph 3.11.4.

**[END SPECIAL LICENSE PROVISIONS]**

**SECTION FOUR:**  
**MAP OF THE PREMISES**

**[END MAP OF THE PREMISES]**

**SECTION FIVE:  
USE OF PREMISES**

Licensee is hereby granted permission to use the Premises for the purpose of conducting a carnival. Dates pertaining to the carnival are as follows:

Tuesday, June 28, 2016	Enter Parking Lot at Salt Lake, Staging Area
Wednesday, June 29, 2016	Parking Lot at Salt Lake, Staging Area
Wednesday, June 29, 2016	Enter/Set up @ 5:00 pm - 10:00 pm
Thursday, June 30, 2016	Set up @ 7:00 am - 10:00 pm Inspection @ 2:00 pm
Friday, July 1, 2016	Open @ 5:00 until Close @ 11:00 pm
Saturday, July 2, 2016	Open @ 2:00 until Close @ 11:00 pm
Sunday, July 3, 2016	Open @ 2:00 until Close @ 11:00 pm
Monday, July 4, 2016	Open @ 2:00 until Close @ 11:00 pm
Tues, July 5 <sup>th</sup> - Wed, July 6	Clean up on site. To be completed by 1:00pm Wednesday, July 6, 2016.

**[END USE OF PREMISES]**

## **SECTION SIX**

### **LICENSE FEE SCHEDULE**

As consideration for the issuance of this License, Licensee shall pay to City twenty percent (20%) of the gross receipts generated from ticket sales for the rides. Licensee shall pay \$50 for each booth space sold to the City. Licensee shall prepare a written report detailing all expenses incurred by it in connection with the Use of the Premises (including, but not limited to, administrative costs, expenditures for rides, booths, entertainment, security, etc). The report along with the check to the city shall be personally submitted to the City on Monday, July 8, 2016 as set forth in Paragraph 2.1.1 of this License Agreement.

**[END OF LICENSE FEE SCHEDULE]**

4814-5576-1456, v. 1





# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

May 3, 2016

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

Dear Mayor and Members of the City Council:

## **APPROVE REQUEST TO PURCHASE NEW COMPUTER HARDWARE & SOFTWARE FOR POLICE DEPARTMENT INFORMATION TECHNOLOGY SECTION**

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

1. Authorize the Finance Director to budget and appropriate the amount of \$74,900 from the Police Forfeiture Fund #229-7010-421.74.10 to be fully expended on the project described during the current FY 15/16.
2. Authorize the services of LAN WAN, acting as a single source option, to install and implement newly purchased hardware and software; and
3. Authorize the Chief of Police to acquire hardware and other associated equipment, software and labor costs needed to complete this project.

### **BACKGROUND**

As a Law Enforcement agency, the police department has access to privileged law enforcement data that is monitored and audited by the California Department of Justice, Client Services Program. The Police Department must comply with federal mandates which are described in the Criminal Justice Information Services (CJIS) Security Policy.

In order to comply with CJIS mandates the Police Department completed two projects. First, the Police Department implemented a software solution which complies with the CJIS encryption FIPS 140-2 standards for mobile access. Second, the Police Department instituted a second form of Advanced Authentication or 2FA (two factor authentication) as it is commonly known.

# APPROVE REQUEST TO PURCHASE NEW COMPUTER HARDWARE & SOFTWARE FOR POLICE DEPARTMENT INFORMATION TECHNOLOGY SECTION

May 3, 2016

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These projects were completed under the guidance of our previous IT. Currently the 2FA system and encryption have been unstable at best and have been unreliable. Due to outdated infrastructure of our department servers (+/-15 years old) and dated equipment. We have consulted with our new IT contractor (LAN WAN) and they recommend replacing a server, upgrading the Mobile Data Computers, and obtaining a Symantec encryption license. The proposal for these projects is \$74,900.00

## FISCAL IMPACT/FINANCING

The total fiscal impact for this requested expenditure is **\$74,900.00**, to be drawn from the "Police Forfeiture Fund" / Account #229-7010-421.74-10, which has a balance of \$277,027.60 for FY15/16.

PROJECT NAME	PROJECT LIST		TOTAL
2FA Server	HP DL380 G9 SSD	15,000.00	
	Microsoft Windows Server 2012R2 & 100 Cals	2,500.00	
	Labor Hyper V Host Setup Build RAID Install OS Hyper-V	4,800.00	
	Labor Migrate the 2FA server with all roles	4,800.00	
	Labor Migrate Netmotion server with all roles	4,800.00	
	Labor Migrate CA Server	3,200.00	
	<b>Total</b>		35,100.00
Upgrade MDC's	2 GB RAM (50)	1,000.00	
	Licenses: Windows 7 pro (25)	5,000.00	
	Card Readers	4,000.00	
	MDC SSD HDD (25)	2,500.00	
	Labor 25 & 10 Total of 35 Laptops	20,000.00	
	<b>Total</b>		32,500.00
Symantec Encryption	Symantec Encryption License	2,500.00	
	Labor Symantec Encryption	4,800.00	
	<b>Total</b>		7,300.00
	<b>Grand Total</b>		<b>74,900.00</b>

## RECOMMENDATIONS

Lan Wan is considered by the police department to be very reliable with projects of this size and nature. It is recommended that Lan Wan be considered as the single source option for the described upgrade, for these reasons:

1. Lan Wan is highly familiar with the department's IT infrastructure and has cleared all background checks, as required by California Law Enforcement Telecommunications (CLETS). As part of their work expectations, Lan Wan IT engineers have access to police department resources, including sensitive and confidential data.
2. Should the department be forced to consider an outside IT source for this upgrade, not only would it be disruptive to the police department's day to day operations, there would be a significant cost and delay involved in background checks to provide clearance and access to the department's database.

**APPROVE REQUEST TO PURCHASE NEW COMPUTER HARDWARE &  
SOFTWARE FOR POLICE DEPARTMENT INFORMATION TECHNOLOGY SECTION**

May 3, 2016

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3. Estimates and recommendations to replace the described hardware, provided by Lan Wan, have been corroborated by the police department's Administrative IT coordinator, who has ensured said estimates are in line with known industry pricing.

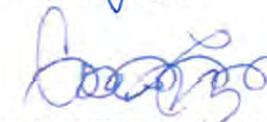
**CONCLUSION**

Upon approval by the City Council, Chief of Police to purchase the hardware and other associated equipment, software and labor costs needed to complete this project.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



COSME LOZANO  
Chief of Police



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

May 3, 2016

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

Dear Mayor and Members of the City Council:

## **APPROVE CONTRACT AGREEMENT FOR THE PACIFIC BOULEVARD IMPROVEMENTS FROM FLORENCE AVENUE TO SLAUSON AVENUE**

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

1. Award contract to lowest responsible bidder Interlog who has expressed concerns with moving forward with the project unless they notify us in writing that they are unable to perform the work at the price they bid, in that event we will award the contract to Griffith, the next lowest responsible bidder;
2. Authorize the City Manager or designee to execute the Contract Agreement;
3. Authorize \$1,800,000.00 Street Operations and Capital Outlay Improvements and \$100,468.00 Pedestrian and Bike Path Fund Improvements; and
4. 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.

### **BACKGROUND**

In 2011, the City was awarded \$2.7 million in Metro Call for Project grant monies to fund pedestrian improvements along Pacific Blvd. The contract for implementing these improvements must be awarded by the end of FY 2015-16 in order to prevent the grant from lapsing.

Preliminary design was completed in 2013 and City staff presented the Pacific Boulevard Streetscape Design Plan to the City Council at its June 2, 2014 meeting.

**APPROVE CONTRACT AGREEMENT FOR THE PACIFIC BOULEVARD  
IMPROVEMENTS FROM FLORENCE AVENUE TO SLAUSON AVENUE**

**MAY 3, 2016**

**Page 2 of 3**

The plan contained a preferred alternative for a series of pedestrian improvement to be implemented along Pacific Boulevard within Downtown Huntington Park. The "Barcelona concept" represented a long-range vision for Pacific Blvd. However, the costs for these types of improvements far exceed currently available grant funding.

On January 5, 2015, the City Council approved the Pacific Boulevard Pedestrian Improvement Project - Phase I Implementation Plan; and authorized the City Manager to proceed with the preparation of construction documents and implementation of the project Phase I scope.

98 bid packages were requested, and six bids were received in response to the advertised bid package as follows:

<b>Bidder (lowest bid first)</b>	<b>Total Bid Shown on Bidder's Proposal</b>
Interlog HYM Engineering	\$2,528,986.82
Griffith Company	\$3,429,606.00
Los Angeles Engineering, Inc	\$3,649,846.00
EC Construction Co	\$4,052,552.00
CS Legacy Constructions, Inc.	\$4,239,161.00
Future DB International, Inc.	\$4,419,265.14

**FISCAL IMPACT/FINANCING**

The \$3.9 million project budget includes design, construction, and implementation of the pedestrian improvements along Pacific Boulevard. To-date, the City has spent a total of \$475,331 on design-related activities, and installation of initial improvements including parklets and shade structures along Pacific Boulevard between fiscal years 2012-13 and 2014-15. The local match contributions consist of a combination of cash and "in-kind" contributions. The in-kind contributions consist of staff support and oversight. The current budget has funds allocated to this project in the following accounts and dollar amounts:

220-8010-431.73-10 Street Operations and Capital Outlay Improvements \$1,800,000  
334-4010-431.73-10 Pedestrian and Bike Path Fund Improvements \$100,468

The grant payment will be on a reimbursement basis from Metro. The remaining funding for the project will be programmed into the budget for the next fiscal year to facilitate project completion.

**APPROVE CONTRACT AGREEMENT FOR THE PACIFIC BOULEVARD  
IMPROVEMENTS FROM FLORENCE AVENUE TO SLAUSON AVENUE**

**MAY 3, 2016**

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**LEGAL AND PROGRAM REQUIREMENTS**

Metro executed a Funding Agreement (FA) with the City on February 10, 2014, that allows the city to expend the \$2.6 million in grant funding for eligible project expenditures. The FA contains a scope of work and budget that specify the improvements on which the grant funds and the City's local match contribution are to be spent. A detailed review of the Pacific Boulevard Streetscape Plan was conducted in order to identify the plan recommendations that can be implemented through the use of the Metro grant.

**CONCLUSION**

Upon City Council approval, staff will proceed with the Pacific Blvd. award of bid package contract and recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Michael Ackerman  
City Engineer

**ATTACHMENTS:**

A. Contract Agreement

**ATTACHMENT A - SAMPLE CONTRACT TO BE EXECUTED**

**CITY OF HUNTINGTON PARK**

**PUBLIC WORKS CONTRACT**

**PACIFIC BLVD IMPROVEMENTS**

**City Contract No.:** \_\_\_\_\_

**THIS AGREEMENT "Agreement"** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF HUNTINGTON PARK, a Municipal Corporation located in the County of Los Angeles, State of California hereinafter called CITY, and \_\_\_\_\_, [a corporation/partnership/limited liability company corporation], located at \_\_\_\_\_ hereinafter called CONTRACTOR, collectively referred to as the Parties.

**RECITALS**

CITY, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or before \_\_\_\_\_, for the following:

**PACIFIC BLVD IMPROVEMENTS**

in the City of HUNTINGTON PARK, California, hereinafter called PROJECT.

At \_\_\_\_\_ on said date, in the HUNTINGTON PARK Council Chambers, said bids were duly opened.

At its regular meeting held on \_\_\_\_\_, the CITY Council duly accepted the bid of CONTRACTOR for said PROJECT as being the lowest reasonable bid received and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

**ARTICLE I - CONTRACT DOCUMENTS**

The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Bids, Instructions to Bidders, General Specifications, Standard Specifications, Special Provisions, Plans, CONTRACTOR's Proposal, and all referenced specifications, details, standard drawings, and appendices, together with this contract and all required bonds, insurance certificates, permits, notices and affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner.



security.

Substitution of Securities for Retention. The contractor may deposit securities in lieu of the 5% progress payment retentions in accordance with California Public Contracts Code 22300.

#### **ARTICLE IV - CONTRACTOR REPRESENTATIONS**

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amounts set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of both State and Federal law with respect to the employment of unauthorized aliens.

Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

Furthermore, CONTRACTOR hereby represents and warrants that it is not currently, and has not at any time within the past five (5) calendar years been, suspended, debarred, or excluded from participating in, bidding on, contracting for, or completed any project funded in whole or in part by any federally funded program, grant or loan, or any project funded in whole or in part by a program, loan or grant from the State of California, and that CONTRACTOR currently has and for the past five (5) calendar years has maintained in good standing, a valid California contractor's license. CONTRACTOR agrees to complete and execute any statement or certificate to this effect as may be required by the City or by any federal or State of California program, loan or grant utilized on this project.

#### **ARTICLE V - COMMENCEMENT DATE**

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued to CONTRACTOR by the Director of Community Development and Public Works of CITY and shall complete work on the PROJECT within     **working days** after City's Notice to Proceed with Construction.

#### **ARTICLE VI - NO DISCRIMINATION**

CONTRACTOR shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this CONTRACT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, *et seq.*), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

#### **ARTICLE VII - LABOR CODE REQUIREMENTS**

Compliance with SB 854 Registration: This Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

Contractor acknowledges that under California Labor Code sections 1810 and following, 8 hours of labor constitutes a legal day's work. Contractor will forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of this Agreement by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Agreement will be made available upon request from the City Engineer's Office.

Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2). The Contractor shall post WH-1321 ENGLISH and WH-1321 SPANISH at the work site.

Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor may forfeit as a penalty to City up to \$50.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing

wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

This is a federally-assisted CONSTRUCTION CONTRACT. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail. Modification of Federal Wage Rates published within ten (10) days prior to the scheduled Bid Opening date shall apply to the contract.

The Contractor shall submit payroll records to the City weekly for each week in which any contract work is performed. The Contractor is also responsible for the submission of payroll records by all its Subcontractors performing any contract work on this Project.

The payroll records submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a) (3) (i) of 29 C.F.R. Part 5. Each payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract, and shall certify the following:

- The payroll records for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of 29 C.F.R. Part 5, and that such information is correct and complete;
- Each employee employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;
- Each employee has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

This information may be submitted in any form desired, however, Form WH-347 is provided as an optional template. The Contractor shall submit a Statement of Non-Performance for each week of work for which craft work was not performed.

The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

The Contractor shall submit copies of apprentice certification(s) for each apprentice performing work on the Contract to accompany the first payroll record in which that apprentice appears. The City will recognize apprentice certifications from the U.S. Department of Labor and the California Division of Apprenticeship Standards. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

The CONTRACTOR's duty to pay State prevailing wages can be found under Labor Code Section 1770 et q. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

The Contractor agrees that the City, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons, such as employee interviews. If any site visit is made by the City on the premises of the Contractor or any of its Subcontractors under this Contract, the Contractor shall provide and shall require its Subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of City representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or Subcontractor(s).

If the work involves excavation of any trench five feet or more in depth the contractor shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection. Such plan shall be approved by a qualified representative of the City. (LC 6705).

#### **ARTICLE VIII - PROVISIONS REQUIRED BY LAW**

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project. Such laws, rules and regulations shall include, but not be limited to the following.

Contractor's License.

The Contractor shall possess a type \_\_\_\_\_ California Contractor's license at the time of award of the Contract.

Ineligible Contractor Prohibited.

Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Contract.

Unfair Business Practices Claims.

The Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5,

California Public Contract Code.).

Hazardous Materials and Unknown Conditions:

- A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any of CONTRACTOR's subcontractors, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
  - 1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
  - 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
  - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.
- B. Pending a determination by CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through its Director of Community Development and Public Works, or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, then CITY shall issue a change order.
- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

**ARTICLE IX - INDEMNITY**

CONTRACTOR shall assume the defense of and indemnify and save harmless the CITY, its elective and appointive boards, officers, agents and employees from any and all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR's work pursuant to this Contract, regardless of responsibility of negligence; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the Contract, regardless of responsibility of negligence; provided

- A. That CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason for the aforesaid hold-harmless AGREEMENT because of the acceptance by CITY or the deposit with

CITY by CONTRACTOR, of any of the insurance policies hereinafter described in this AGREEMENT.

- B. That the aforesaid hold-harmless AGREEMENT by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR, or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- C. This hold harmless provision shall not apply to claims, loss, damage, injury or liability caused by the active negligence of City (Civil Code 2782).

#### **ARTICLE X - BONDS**

CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY a bond, or bonds, in a form satisfactory to the CITY, in the sum of one hundred percent (100%) of the Contract price thereof conditioned upon the faithful performance of this Contract and upon the payment of all labor and materials furnished in connection with this Contract.

#### **ARTICLE XI - INSURANCE**

CONTRACTOR shall not commence work under this Contract until CONTRACTOR has obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

- A. COMPENSATION INSURANCE - CONTRACTOR shall take out and maintain, during the life of this Contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this Contract at the site of the PROJECT is not protected under any Workers' Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify CITY and Construction Manager (Transtech Engineers, Inc.) for any damage resulting to the CITY from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.
- B. COMPREHENSIVE GENERAL LIABILITY, PRODUCTS/ COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONTRACTOR shall take out and maintain during the life of this Contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect CITY, its elective and appointive boards, officers, agents and employees, CONTRACTOR, and any subcontractor performing work covered by this Contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR's or any subcontractor's operations under this contract, whether such operations be by CONTRACTOR or by any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor, and the amounts of such insurance shall be

as follows:

1. Public Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
2. Products/Completed Operations Hazard Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
3. Comprehensive Automobile Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
4. Contractual General Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth hereinabove.

- C. PROOF OF INSURANCE. The insurance required by this Contract shall be with insurers which are Best A rated, and California Admitted or better. The CITY shall be named as "additional insured" on all policies required hereunder, and CONTRACTOR shall furnish CITY, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of the contract.
- D. NOTICE TO COMMENCE WORK. The CITY will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this Contract until CONTRACTOR has provided to the CITY the proof of insurance as required by subparagraph (C) of this article.

#### **ARTICLE XII - ATTORNEY FEES**

If either party to this Contract is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this Contract, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees and costs. Attorney's fees shall include reasonable costs for investigating such action.

#### **ARTICLE XIII - LIQUIDATED DAMAGES**

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the CITY in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of a breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the CITY in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) shall be presumed to be the amount of damages suffered by the CITY for each calendar day's delay in the starting and/or completion and acceptance of said PROJECT

after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum \_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_) as liquidated damages for each calendar day of delay in the starting and/or completing and acceptance of said PROJECT beyond the dates specified in the CONTRACT DOCUMENTS. Any and all such liquidated damages assessed shall be done so in accordance with that certain edition of the *Standard Specification for Public Works Construction* currently in effect on the execution date of this Contract. The payment of such liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code § 3275 or § 3369.

CONTRACTOR: \_\_\_\_\_  
a California Corporation

CITY OF HUNTINGTON PARK  
a Municipal Corporation

by: \_\_\_\_\_  
President

by: \_\_\_\_\_  
Mayor

**ARTICLE XIV - NOTICE OF COMPLETION**

Upon completion of PROJECT and acceptance of same by the CITY, the CITY Administrator shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

**ARTICLE XV - NO ASSIGNMENT**

This Contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the CITY thereto. Such consent shall be within the CITY's sole discretion.

**ARTICLE XVI - CUMULATIVE RIGHTS**

The provisions of this CONTRACT are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

**ARTICLE XVII - TERMINATION**

- A. Termination for Convenience. The CITY may terminate this contract, in whole or in part, with 30 days written notice to the CONTRACTOR when it is in the CITY's best interest. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the CITY, the

CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. The CONTRACTOR may terminate this contract, in whole, with 90 days written notice to the CITY.

- B. Termination for Default. If at any time the CONTRACTOR is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the CITY, and will be served upon the CONTRACTOR and its sureties. If the CONTRACTOR continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Contract for this Project.
- C. Waiver of Remedies for any Breach. In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

CONTRACTOR: \_\_\_\_\_  
a California Corporation

CITY OF HUNTINGTON PARK  
a Municipal Corporation

by: \_\_\_\_\_  
President

by: \_\_\_\_\_  
Mayor

**ARTICLE XVIII – FEDERAL REQUIREMENTS**

Notwithstanding any other provision of this Agreement, if the construction work covered under this Agreement is financed in whole or in part with assistance provided under a program of the U.S. Department of Housing and Urban Development or some other source of Federal funding, Contractor shall also comply with and cause its subcontractors to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276 et seq.). The Davis-Bacon Act requires the payment of wages to all laborers and mechanics at a rate not less than the minimum wage specified by the Secretary of Labor in the periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010) available from the Agency's Compliance Division. If Contractor is required to comply with the Davis-Bacon Act, Contractor shall pay the higher of Davis-Bacon Act or state prevailing wages, on a trade-by-trade basis. By entering into this Agreement, Contractor certifies that it is not a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or if HUD funds are involved, to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. Contractor agrees to include, or cause to be included, the above provision, to be applicable to contractors and subcontractors, in each contract and subcontract for work covered under this Agreement.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents papers and records of the Contractor and any subcontractors which are directly pertinent to this Agreement, for the purpose of

making audit, examination, excerpts and transcriptions. Contractor shall maintain all required records for three years after City makes final payments and all other pending matters are closed.

Contractor shall comply with the Copeland “Anti-Kick Back” Act, 18 U.S.C. §874, as supplemented in Department of Labor regulations. (29 C.F.R. part 3.)

Contractor shall ensure compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327 – 33, as supplemented by Department of Labor regulations. See 29 C.F.R. part 5.

Contractor and any subcontractors must comply with Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulations. (41 C.F.R. part 3.)

If the Compensation exceeds \$100,000, Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency (EPA) regulations, which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. (See e.g. 47 C.F.R. §18.36(i)(12).)

If the Compensation exceeds \$100,000 for construction or facility improvements, Contractor must observe the building requirements contained in Attachment B of OMB Circular A-110.

-----SIGNATURES ON FOLLOWING PAGE-----

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by their respective officers duly authorized in that behalf.

**CITY OF HUNTINGTON PARK**  
a Municipal Corporation

by: \_\_\_\_\_  
Karina Macias, Mayor

ATTEST:

by: \_\_\_\_\_  
Donna Shwartz, City Clerk

APPROVED AS TO FORM

by: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

**CONTRACTOR** \_\_\_\_\_  
a California Corporation

by: \_\_\_\_\_  
President

by: \_\_\_\_\_  
Secretary



Guarantor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

[NOTARY REQUIRED]

**FAITHFUL PERFORMANCE BOND  
PACIFIC BLVD IMPROVEMENTS**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, as CONTRACTOR and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of HUNTINGTON PARK, in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which is 100 percent of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract with the City for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City; provided that any alternations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alternations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR\* \_\_\_\_\_

\_\_\_\_\_  
SURETY\* \_\_\_\_\_

\_\_\_\_\_  
\* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC: \_\_\_\_\_

**LABOR AND MATERIAL PAYMENT BOND  
PACIFIC BLVD IMPROVEMENTS**

WHEREAS, \_\_\_\_\_, as Principal, has entered into a contract dated \_\_\_\_\_, \_\_\_\_\_, (the "Contract") with the City of \_\_\_\_\_ (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

\_\_\_\_\_  
\_\_\_\_\_ and all appurtenant work in accordance with the plans and specifications for Project No. \_\_\_\_\_, which requires Principal to file this bond to secure claims made under Civil Code Section 9100 et seq.

NOW THEREFORE, we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized under the laws of \_\_\_\_\_ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of \_\_\_\_\_, as Obligee, and all subcontractors, laborers, material persons and other persons employed in the performance of the referenced Contract, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, which is 100% of the amount of the Contract, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The address at which the Principal may be served with notices, papers and other documents is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its subcontractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

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

Title: \_\_\_\_\_

Surety

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

Title: \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on \_\_\_\_\_, in the City of \_\_\_\_\_, State of California.

--OR--

State of California )  
County of Los Angeles )

On \_\_\_\_\_, before me, \_\_\_\_\_ (here insert name and title of the officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)



## CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

May 3, 2016

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

Dear Mayor and Members of the City Council:

### **REJECT ALL BIDS AND DIRECT PUBLIC WORKS TO COMPLETE THE MODIFIED CROSSWALK IMPROVEMENTS AT 57<sup>TH</sup> AND 58<sup>TH</sup> STREETS AT PACIFIC BOULEVARD PROJECT**

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

1. Reject all submitted bids;
2. Authorize Public Works to complete the construction of the modified crosswalk improvements.

#### **BACKGROUND**

In February 2015, the City received a petition signed by parents and students of the Aspire Public Schools located at Pacific Boulevard and 58<sup>th</sup> Street. The petition requested the installation of a traffic light at the intersection of Pacific Boulevard and 58<sup>th</sup> Street. This location serves pedestrian traffic from four schools. On the west side of Pacific Boulevard is Aspire Pacific Academy (6<sup>th</sup>-12<sup>th</sup> grades), Aspire Ollin University Preparatory Academy (7<sup>th</sup>, 8<sup>th</sup>, and 9<sup>th</sup> grades), and Aspire Antonio Maria Lugo Academy (K-5<sup>th</sup> grades), and on the east side is Pacific Boulevard Elementary School (K-5<sup>th</sup> grades).

Traffic Authority Staff conducted a study with observations and data collection to determine a solution to meet the needs of the schools as well as address pedestrian mobility and access at the existing crosswalks. The crosswalks at Pacific Boulevard at 57<sup>th</sup> Street and 58<sup>th</sup> Street are uncontrolled crosswalks. Uncontrolled crosswalks refer to legal crossings at an intersection where stop signs, traffic signals, or other traffic control devices are not in place to stop vehicles on the street approaching pedestrians crossing.

The study included the assessment of existing conditions and crosswalks at 57<sup>th</sup> Street and 58<sup>th</sup> Street at Pacific Boulevard. Pedestrian data and vehicular traffic was collected during a typical weekday during school commencement and completion times to

# REJECT ALL BIDS AND DIRECT PUBLIC WORKS TO COMPLETE THE MODIFIED CROSSWALK IMPROVEMENTS AT 57<sup>TH</sup> AND 58<sup>TH</sup> STREETS AT PACIFIC BOULEVARD PROJECT

May 3, 2016

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capture the highest number of pedestrians using each crossing. This included field pictures, warrant studies, accident history, and roadway conditions.

On May 18, 2015, City Council approved pedestrian improvements to increase safety and mobility for school age pedestrians on Pacific Boulevard; and authorized the City Manager to proceed with implementation of improvements.

On January 19, 2016, City Council approved project plans and specifications for the Crosswalk Improvements at 57<sup>th</sup> and 58<sup>th</sup> Streets at Pacific Boulevard project; and authorized the Public Works and Community Development Departments to advertise for bids.

On February 18, 2016, the City advertised the bid package with bids due on March 28, 2016. 101 confirmed bid packages were requested and two bids were received by the City Clerk on by March 28, 2016 at 2 pm. Bid tabulation is as follows:

Bidder (in the order bids opened)	Total Bid Amount shown on Bidder's Proposal (bids are not reviewed yet)
EC Construction Company	\$125,125.00
EBS General Engineering	\$131,185.00

Due to the high cost of the bids received and Active Transportation Program (ATP) Cycle 2 funding available fiscal year 2016-17, it is proposed to reject all bids and direct PW to install modified improvements to be in place until the ATP Cycle 2 improvements may be implemented.

## **FISCAL IMPACT/FINANCING**

The recommended improvements may increase the visibility of pedestrians crossing Pacific Boulevard. Total costs of infrastructure and safety devices are estimated not to exceed \$30,000. The funding source is TDA-3 (pedestrian and bicycle improvements) 334-4010-431.73-10 Capital Outlay / Improvements for Fiscal Year 2015-2016.

## **LEGAL AND PROGRAM REQUIREMENTS**

The California Vehicle Code and the California Manual of Uniform Traffic Control Devices provides guidelines and standards for placement of official traffic control devices on public roadways. Any traffic control devices should only be installed after an engineering study determines that the measures are warranted or needed. In this case

**REJECT ALL BIDS AND DIRECT PUBLIC WORKS TO COMPLETE THE MODIFIED  
CROSSWALK IMPROVEMENTS AT 57<sup>TH</sup> AND 58<sup>TH</sup> STREETS AT PACIFIC  
BOULEVARD PROJECT**

May 3, 2016

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a traffic engineering review and study was conducted at the subject locations and subsequently measures designed to improve pedestrian safety were recommended.

**CONCLUSION**

Upon approval, the City Engineer will execute the proposed recommendations at the subject locations.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager

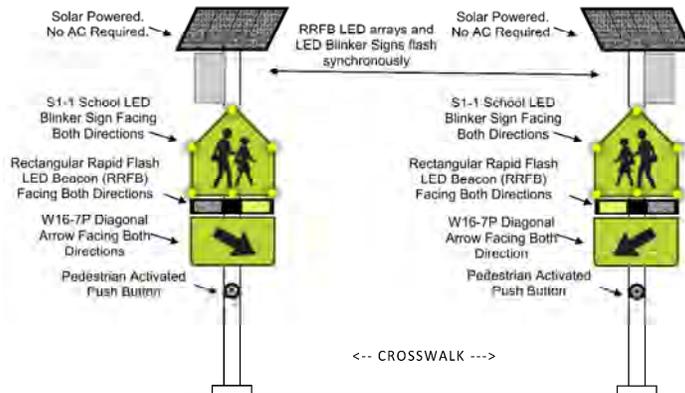
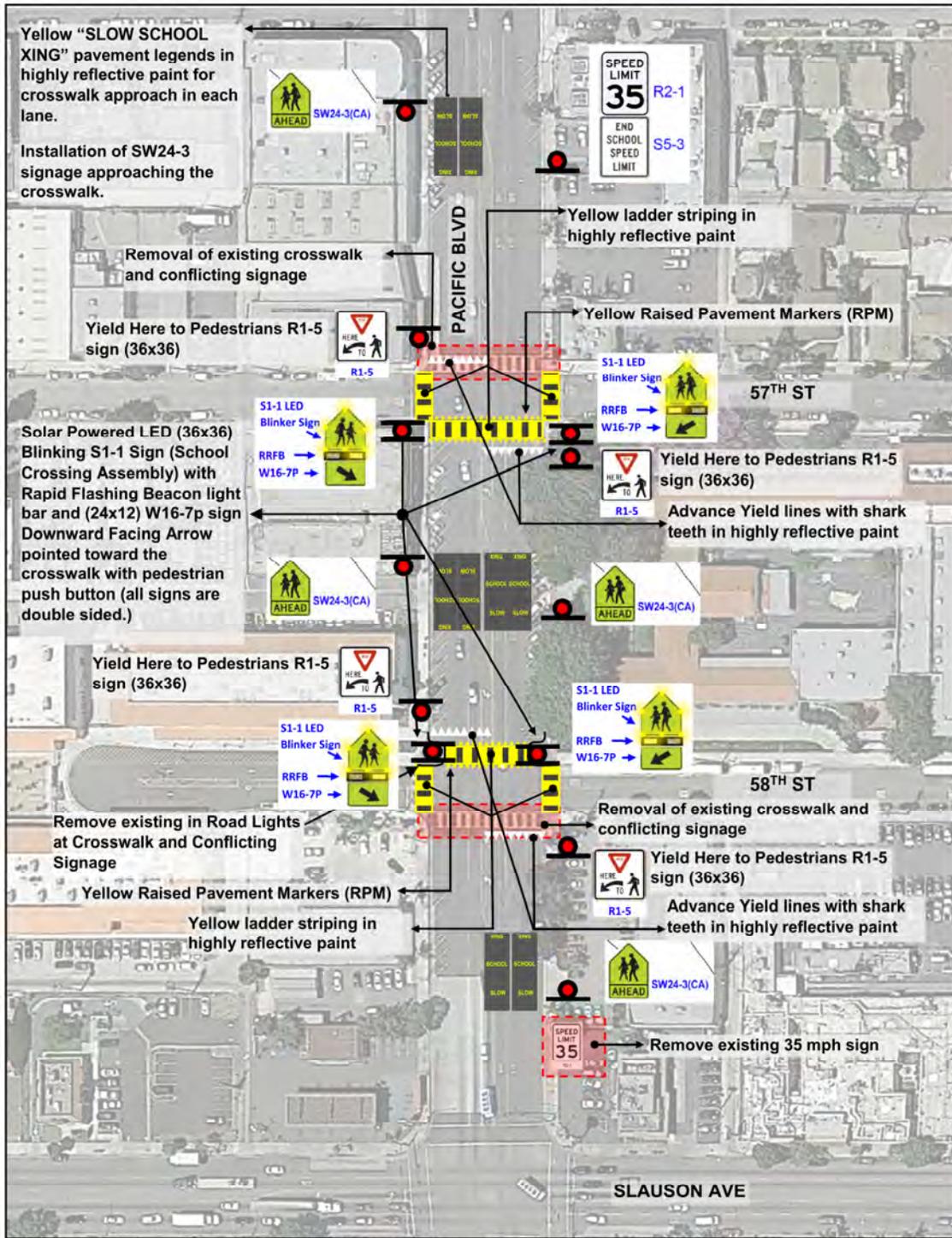


Michael Ackerman  
Acting Director of Public Works/City Engineer

**ATTACHMENTS**

A: Improvements Plat

# Attachment A – Improvements Plat





# CITY OF HUNTINGTON PARK

Department of Public Works  
City Council Agenda Report

May 3, 2016

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

Dear Mayor and Members of the City Council:

## **AUTHORIZE THE SOLICITATION OF BIDS FOR THE LEASE OF 800 ACRE FEET OF WATER RIGHTS, WITHOUT FLEX**

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

1. Authorize the City Manager, or his designee, to solicit bids for the lease of 800 acre feet of water rights, without flex (flex being the carryover privileges associated with the quantity of leased water rights) and,
2. Authorize the City Manager to execute any and all documents pursuant to the leasing of water rights for the City Water Utility.

### **BACKGROUND**

The City of Huntington Park Cottage Avenue Well (Well 15) site has been inoperable since October 2014 for a variety of factors. The result of this circumstance is that the Water Utility does not have the capacity to pump the Adjudicated Pumping Allocation (APA) of 3,853. At this point in the fiscal year this 800 acre feet of the APA remain unused.

To maximize the fiscal integrity of the Water Utility, it is in the best interest of the City to lease out the 800 acre feet of water rights to a neighboring utility. The City fully expects to resolve its issues with the State Water Resources Control Board to have Well 15 running at complete capacity by next year.

### **FISCAL IMPACT/FINANCING**

In the best case scenario the Water Utility would utilize the full 3,853 APA. As mentioned this is not an option due to capacity limitations with Well 15 offline. It would be financially beneficial for the city to lease out these water rights and enjoy the benefit of some revenue rather than losing these rights completely. The exact amount of revenue this would generate is unknown.

**AUTHORIZE THE SOLICITATION OF BIDS FOR THE LEASE OF 800 ACRE FEET OF WATER, WITHOUT FLEX**

Page 2 of 2

**LEGAL AND PROGRAM REQUIREMENTS**

To proceed with the lease out of water rights, without flex, it is necessary to obtain authorization to solicit for bids.

**CONCLUSION**

Upon authorization, direct the City Manager, or his designee, to solicit bids for the lease of 800 acre feet of water rights, without flex, and further authorize the City Manager to execute any and all documents necessary to accomplish this transaction.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Michael Ackerman  
City Engineer

# CITY OF HUNTINGTON PARK

Department of Public Works  
City Council Agenda Report

May 3, 2016

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

Dear Mayor and Members of the City Council:

## **APPROVE RESOLUTION AND AUTHORIZATION FOR THE SUBMITTAL OF AN APPLICATION TO THE WATER REPLENISHMENT DISTRICT (WRD) FOR A SAFE DRINKING WATER PROGRAM FOR WELL 15**

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

1. Adopt Resolution No. 2016-16, Authorizing the City to apply for Funding from the Safe Drinking Water Program for improvements to Well 15; and
2. Authorize the City Manager to execute the application and any documents required pursuant to the program.

### **BACKGROUND**

Well 15 has had an ongoing, irregular presence of tetrachloroethylene (TCE) dating back to 1986. In 1994 air strippers were installed at that location as effective remediation of the TCEs. In 2014 Well 15 became problematic for a variety of reasons including increased maintenance cost, algae, increased sipping hazards and continual water overflow. With the State experiencing record drought conditions for the past two years water overflow, or water wasting, has been specifically prohibited by the Governor. So the 22 year old air stripping units have reached their lifecycle capacity.

As part of the Safe Drinking Water Program the Water Replenishment District (WRD) has dedicated funding to make the necessary improvements to Well sites such as Well 15 that are in need of remediation. The District's assistance has included the preparation of a technical memorandum (Attachment A) which provides a description and comparison of treatment alternatives and a long term cost comparison.

### **FISCAL IMPACT/FINANCING**

No matching funds are required to participate in the Safe Drinking Water Program. There is no direct impact on the current budget. If funding is secured the City will avoid incurring the expense of purchasing expensive imported water. Additionally, the City will

**APPROVE RESOLUTION AND AUTHORIZATION FOR THE SUBMITTAL OF AN APPLICATION TO THE WATER REPLENISHMENT DISTRICT (WRD) FOR A SAFE DRINKING WATER PROGRAM FOR WELL 15**

May 3, 2016

Page 2 of 2

have the system capacity to pump all adjudicated rights. Upon completion, the City will reduce consumption of imported water and instead rely on less expensive domestically produced water.

Indirect expense for staff time for coordinating and other administrative functions will be absorbed and has been budgeted. Similarly, Severn-Trent, the contract operator will provide these same administrative services as part of the current contract.

**LEGAL AND PROGRAM REQUIREMENTS**

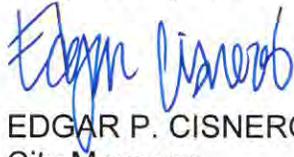
In order to proceed it is necessary to obtain a Resolution from Council in order to apply for the Safe Drinking Water Program.

A Notice of Exemption is required as part of the application. At the completion of the project this City will need to obtain a Permit to Operate by the State Water Resources Control Board.

**CONCLUSION**

Upon authorization, direct the City Clerk to obtain the required signatures and send the fully executed Resolution and application to the Water Replenishment District.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Michael Ackerman  
City Engineer

**ATTACHMENTS**

- A: Technical Memorandum
- B: Resolution
- C. Application

# Technical Memorandum

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**Date:** April 12, 2016

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**To:** Charlene King, WRD

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**From:** Steve Tedesco, Tetra Tech

---

**Project:** Well #15 – City of Huntington Park

**Project Number:** 135-37300-15001-01

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**Subject:** Evaluation of Alternatives for TCE Treatment at Well #15

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## BACKGROUND

The Water Replenishment District authorized Tetra Tech to evaluate the City of Huntington Park's Well #15, in order to present feasible options for replacement of the existing low profile air stripper units which treat tetrachloroethylene (TCE) occurring in the well water. The following memorandum summarizes the data review of existing Well #15, evaluation of site and treatment options, preliminary capital costs and operation and maintenances costs considerations, and final recommendations.

## EXISTING WELL #15

Well # 15 is one of six total water supply wells operated by the City of Huntington Park. The well was drilled in 1954 to a depth of 1,582 feet. The initial design capacity for the well was 1,400 gallon per minute (gpm). Since, the capacity of the well has dropped to approximately 1,100 gpm. Review of the pump data showed that the Well #15 pump is a deep well turbine pump driven by a 150 horsepower motor. Per Southern California Edison efficiency testing performed in 2014, the well pump is operating with an efficiency of 55 percent.

Since 1986, Well # 15 has had elevated concentrations of TCE. In 1994, a treatment system consisting of six (6) low profile air strippers was installed. These 22 year old air stripper units continue to operate and successfully remove TCE which typically varies from 0.5 to 4 micrograms per liter ( $\mu\text{g/L}$ ) with occasional spikes above the maximum contaminate level of 5  $\mu\text{g/L}$ . Although properly functioning, the low profile air strippers have become problematic due to overflows causing waste of water, algae, slipping hazards, and increasing operation and maintenance labor. In addition, schools have been built within close proximity to Well #15 in recent years, and the City of Huntington Park seeks treatment methods that do not involve release of the TCE which is separated from the well water during the treatment process.

## TCE REMOVAL TREATMENT TECHNOLOGIES

Methods of TCE removal from drinking water include low profile air strippers, packed tower air strippers, and granular activate carbon tanks. A brief description of each method of treatment is provided to follow.

**Low Profile Air Strippers**

Air stripping is the process of moving air through water to remove volatile organic compounds (VOC). The VOC (in this case TCE), evaporates when interacting with blown air. Low profile air strippers are an effective means of removing TCE from water intended for drinking. For the low profile strippers there are several trays with small holes through which air is blown upward, while the water is falling downward. To keep a low profile (or minimum height), multiple units are used in parallel, such as the case at Well #15 with six such units. Through this process there is separation of the TCE from the water, with the TCE rising to the top of the unit to be off-gassed. Such units require regular maintenance of the trays to prevent clogging, which would limit air movement and thereby treatment efficiency also. Water pressure is lost with this alternative, since water falls through the unit.



**Low Profile Air Stripper (Example)**

**Tower Air Strippers**

Air stripping is commonly achieved through tower units, also referred to as packed tower units. Here the water is pumped to the top of the tower and sprayed downward, while air is blown from the base of the tower upward. Through the using of a packing material, commonly made of polypropylene the air to water interface is maximized and the VOCs are transferred out of the water and then rise to the top of the tower to be off-gassed. Tower air strippers generally increase pumping and energy use, since the water must reach the elevation top of the tower. Also, water pressure is again lost during treatment as the water falls from the top of the tower to a sump at the bottom.



**Tower Air Stripper (Example)**

**Granular Activated Carbon Tanks**

Granular activated carbon (GAC) treatment utilizes the absorbent properties of pulverized and activated carbon, made from coal, coconut shells or wood to capture organic compounds from water. TCE is captured when it attempts to pass through micro-pores in the GAC, but instead becomes trapped. Thus, there is no off-gas of TCE. Instead, it has attached to the GAC to be removed later. A GAC tank system consists of two tanks operated in series and in lead-lag configuration. The tanks and GAC materials can be pressurized. Thus, water pressure is not lost during this treatment process.



**GAC Tanks (Example)**

## EVALUATION OF ALTERNATIVES

Tetra Tech has evaluated three alternatives; one for each TCE treatment technology. Each of the alternatives includes a replacement of the Well #15 pump due to the low efficiency it currently is operating at. The various design, construction and cost considerations for each alternative are described in the following sections.

### **Alternative 1 – Low Profile Air Strippers**

The first alternative is to replace the existing low profile air strippers with a new unit. Whereas, there are a total of six (6) units on-site currently, a new larger sized unit with multiple trays would be recommended. The existing facilities to be utilized would include the sand separator, mini-booster pump station, and chlorination tank and dosing equipment. Proposed facilities would include the new low profile air strippers with multiple trays, and the new well pump as recommended for all alternatives.

The existing process flow diagram is per Figure 1. The existing low profile air strippers are located in a rectangular space approximately 27 ft by 43 ft and 6 inches in size, and partially located beneath the existing elevated tank. A new low profile air stripper with multiple trays would have a smaller footprint of approximately 12 ft x 20 ft. Further details regarding the unit, and air compressor are provided as attachment. The existing site piping would be modified to connect to the unit, and it is anticipated that the existing booster pump station to boost to the storage tank could be preserved. To address the low water storage issue associated with the existing low profile air stripper units, it is recommended to add 1,500 gallons of storage for the booster pump to draw from. This could be accomplished with a buried tank 6 feet in diameter by 7 ft height, or by adding a length of oversized pipe to achieve the storage. If utilizing oversized pipe, then 1,500 gallons of storage could be achieved through the construction of 16 ft of 48-inch diameter pipeline. The large pipeline would be constructed with drain point / blow-off as there will be low velocity through the pipeline segment.

See Figure 2 for the modified process flow diagram, and Figure 3 for the proposed layout of a low profile air stripper unit at the Well #15 site

### **Alternative 2 – Tower Air Stripper**

In Alternative 2, the existing low profile air strippers would be removed and replaced with a new packed tower air stripper unit. Existing facilities to be utilized would include the sand separator, mini-booster pump station, and chlorination tank and dosing equipment. Proposed facilities would include a new packed tower air stripper with a standing height of 24 feet, and the new well pump. With this alternative the new well pump would need to boost water to the level of the top of the tower air stripper. Thus, even with a higher efficiency pump the motor would need to be 150 horsepower.

See Figure 4 for the modified process flow diagram. The tower has a small footprint, but there is definite consideration regarding vertical clearance and where it would be best constructed. Hence, the proposed layout shown on Figure 5 reflects the tower close to the fence in order to be moved away from the existing elevated tank.

Further information regarding a packed air stripper tower as would be constructed per Alternative 2 is provided as attachment.

### **Alternative 3 – Granular Activated Carbon Tanks**

For Alternative 3, the existing low profile air strippers would be removed and replaced with a GAC system consisting of two 12 ft diameter tanks. Existing facilities to be utilized would include the sand separator, chlorination tank and dosing equipment. Proposed facilities would include the GAC system, and new well pump.

See Figure 6 for the modified process flow diagram, and Figure 7 for the proposed layout of a tower air stripper unit at the Well #15 site.

## PRELIMINARY CONSTRUCTION COST EVALUATION

Table 1 summarizes the major equipment, pumping modification and estimated cost of each alternative. Note that it is assumed that the City of Huntington Park should replace the Well #15 pump to increase pumping efficiency for all scenarios. For Alternative 2, with the tower air stripper there is an increase in total dynamic head (TDH) required from the new well pump to boost water to the top of the tower, hence a slightly greater cost for the Well #15 pump is shown in Table 1. The detailed construction costs for each alternative are provided as attachment.

**Table 1 – Construction Cost Summary**

Alternative	Treatment System Consisting of:	Well #15 Pump	Booster System to Storage Tank	Construction Cost Estimate
1) Low Profile Air Stripper	Multiple Tray Low Profile Air Stripper (such as Carbonair STAT 720)	Install New Pump and Motor (125 hp), Same TDH	Utilize Existing Booster System	<b>\$630,000</b>
2) Tower Air Stripper	Packed Tower Air Stripper (such as Carbonair OS7-8)	Install New Pump and Motor (150 hp) w/ Increased TDH per WSL of Tower	Utilize Existing Booster System	<b>\$698,000</b>
3) GAC Tanks	GAC Tanks operated in series as lead-lag (such as Evoqua HP 1220)	Install New Pump and Motor (125 hp), w/ Increased TDH per WSL Storage Tank	Not Needed (Demolish)	<b>\$899,000</b>

Preliminary construction cost estimation shows that there is construction cost savings with air stripper units.

## OPERATION AND MAINTENANCE COST EVALUATION

Tetra Tech has considered the primary operation and maintenance (O&M) costs associated with each alternative. The major contributing factors accounted for in the O&M cost consideration are energy, consumables, and labor.

### Energy Use

Energy use was determined for the Well #15 pump, mini-booster pump and air compressor where applicable for each alternative. Alternative 1 requires all the Well #15 pump to boost water to the air stripper unit, the mini-booster pump to deliver water to the adjacent tank and the air compressor to blow air through the air stripper unit. Alternative 2 requires the Well #15 pump to deliver water to the top of the packed tower air stripper, the mini-booster pumps to transfer water to the storage tank and the air compressor. Alternative 3 only requires the Well #15 pump with sufficient discharge pressure to convey the water through the GAC tanks and into the storage tank. Hence, there is a considerable energy saving with Alternative 3, as summarized in Table 2.

**Consumables**

The only consumable amongst the three alternatives is the granular activated carbon used with Alternative 3. A single 12 foot diameter tank will be able to store 20,000 lbs of the material. Based on the Well #15 production flow rate of 1,100 gpm, the daily consumption rate is estimated to be 50 lbs per day. This equates to a replacement of the material approximately 400 days. The cost of the material is currently \$1.35 per lb. Thus, a replacement of the material for one tank will cost \$27,000. Typically, GAC replacement is done by a third-party that brings the materials and equipment on-site to remove the spent GAC, and replace it with new. It is assumed that the cost for this 25% of the material cost, or \$6,750. Thus, then annual cost for GAC materials and replacement is \$33,750 per replacement, with an average of 0.91 (400/365) replacements per year, which equals \$30,800.

**Labor**

The primary labor cost at Well #15 is associated with cleaning of air stripper units. Per the City of Huntington Park the existing low profile air strippers sumps must be cleaned four times a year, with each sump cleaning requiring a two man crew a total of three days. In addition, the screen must be cleaned monthly, typically requiring four hours of labor. Based on an hourly labor rate of \$50 per hour per person, the total annual cost for cleaning the low profile air strippers is \$14,400.

The packed tower air stripper also requires scheduled maintenance to clean the packed material. The labor effort is approximately the same as for the low profile air towers, at \$14,400 per year.

Alternative 3 does not have a labor cost, since the work to replace the GAC material is replaced by a third-party, and the cost of that is captured under the consumables cost.

**Table 2 – Operation and Maintenance Cost Summary**

Alternative	Energy Cost (\$/yr)	Consumable Cost (\$/yr)	Labor Cost to Maintain Air Strippers and Mini-BPS (\$/yr)	Annual Operation and Maintenance Cost (\$/yr)
1) Low Profile Air Stripper	\$115,100	-	\$24,000	<b>\$139,000</b>
2) Tower Air Stripper	\$103,225	-	\$24,000	<b>\$127,225</b>
3) GAC Tanks	\$73,200	\$30,800	-	<b>\$104,000</b>

Preliminary operation and maintenance cost estimates show there is cost savings with the GAC tanks of approximately \$23,000 per year compared to the packed tower air stripper, and \$35,000 per year compared to the low profile air stripper.

## CONCLUSIONS

Well #15 existing conditions, and alternatives for treating TCE have been evaluated. The existing site has sufficient space for locating the air stripper or GAC system required under each of the three alternatives. Vertical clearance and standing height for a packed tower air stripper, is a significant non-favorable factor associated with Alternative 2. Capital cost was found to be lower for the air stripper unit alternatives. Operation and maintenance cost was found was calculated to be considerably lower for the GAC tanks, due to the lower energy use and labor associated with a GAC system. Reducing the energy and labor, is anticipated to save the City of Huntington Park on an annual basis, even with the addition of GAC material replacement. To further, emphasize the benefit of Alternative 3 long-term Table 3 was developed to summarize the cost of design construction and operation per each alternative for a 20 year period.

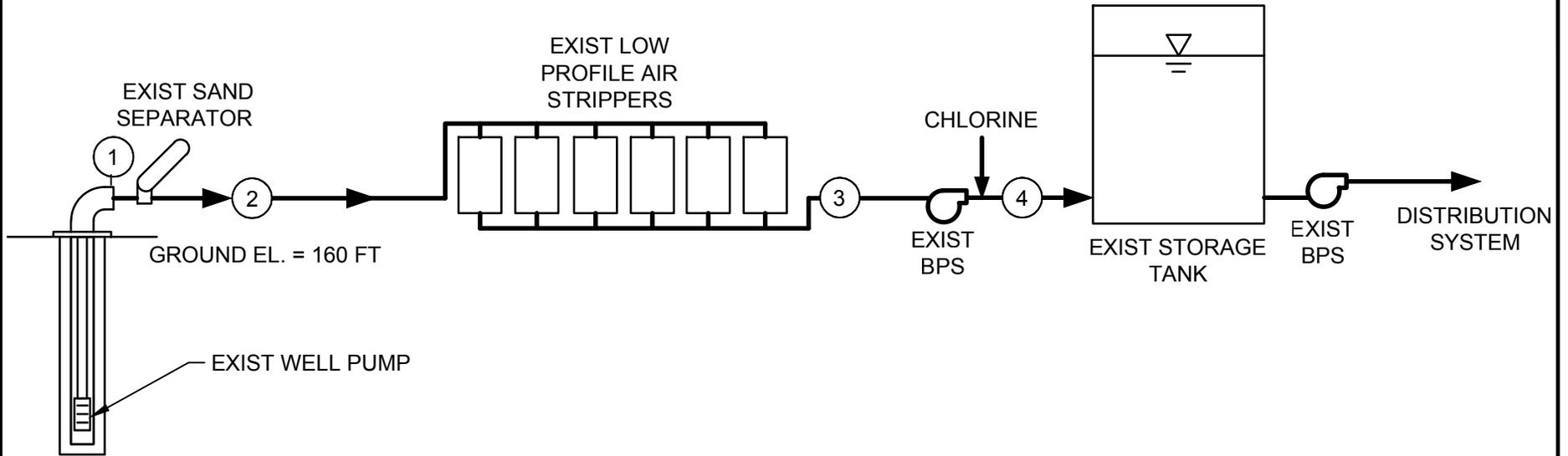
**Table 3 – Summary of Design, Construction and Cost of Operation for 20 years**

Alternative	Design and Construction Cost (\$)	Operation and Maintenance for 20 Years (\$)	Total (\$)
1) Low Profile Air Stripper	\$630,000	\$2,780,000	<b>\$3,410,000</b>
2) Tower Air Stripper	\$698,000	\$2,544,500	<b>\$3,242,500</b>
3) GAC Tanks	\$899,000	\$1,463,900	<b>\$2,362,900</b>

As shown, Alternative 3 is estimated to save the City of Huntington Park approximately \$1.1 million dollars over the 20 year period. Therefore, it is recommend that the City of Huntington Park proceed with Alternative 3, with design and construction of a GAC tank system.

## FIGURES 1 – 7

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STREAM	DESCRIPTION	FLOW (gpm)	HGL (FT) [1]
①	FROM WELL	1,100	213 -230
②	RAW WELL FEED	1,100	203 -220
③	TREATED RAW WATER	1,100	~ 160
④	TREATED AND CHLORINATED WATER	1,100	212

[1] HGL IS BASED ON GROUND ELEVATION OF 160 FT.

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WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

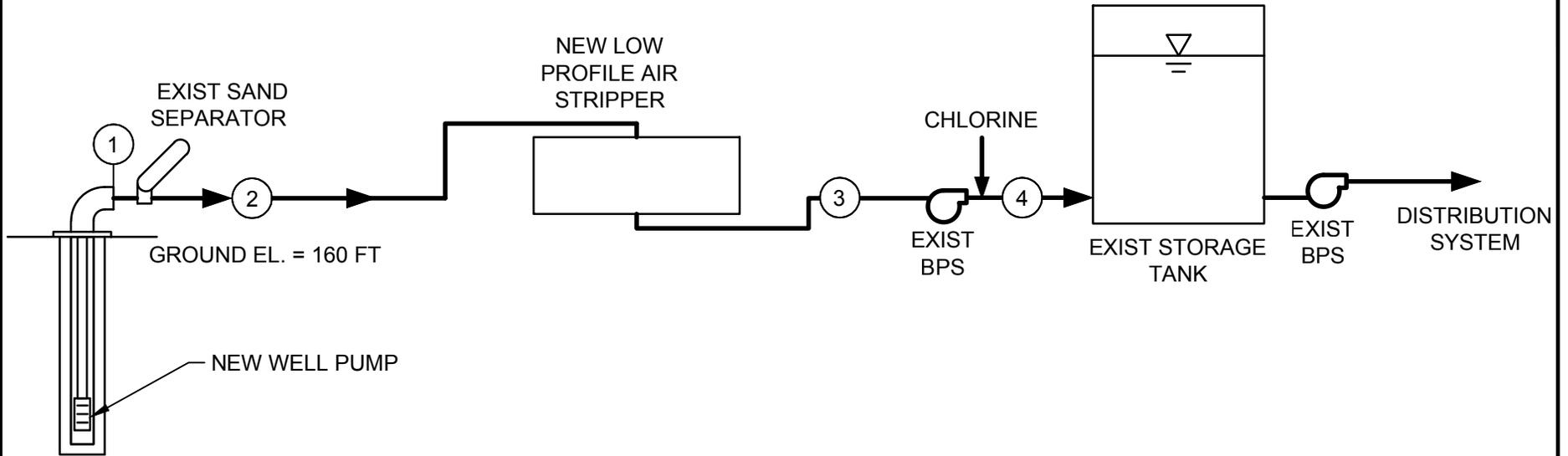
**PROCESS FLOW DIAGRAM  
 EXISTING CONDITIONS**

Project No. 134-37300-15001-01  
 Date: MARCH 2016  
 Designed By: CH  
 FIGURE  
**1**

Bar Measures 1 inch

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WELL #15

STREAM	DESCRIPTION	FLOW (gpm)	HGL (FT) [1]
①	FROM WELL	1,100	213 - 230
②	RAW WELL FEED	1,100	203 - 220
③	TREATED RAW WATER	1,100	~ 160
④	TREATED AND CHLORINATED WATER	1,100	212

[1] HGL IS BASED ON GROUND ELEVATION OF 160 FT.

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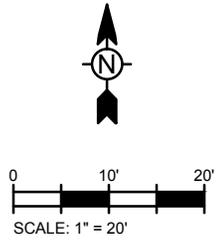
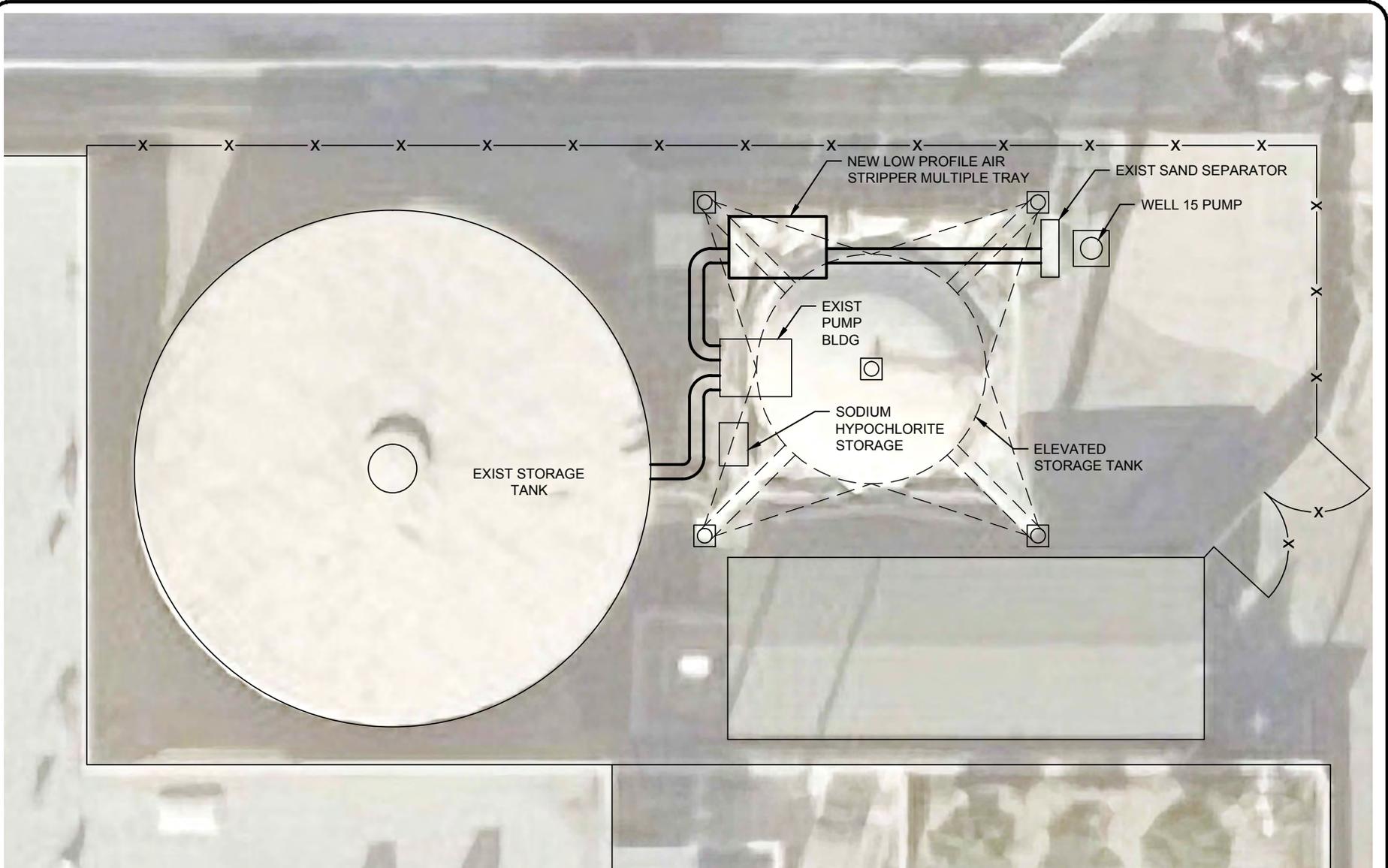
**PROCESS FLOW DIAGRAM  
 ALTERNATIVE 1**

Project No. 134-37300-15001-01  
 Date: MARCH 2016  
 Designed By: CH  
 FIGURE  
**2**

Bar Measures 1 inch

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**WELL #15 SITE PLAN  
ALTERNATIVE 1**

Project No.134-37300-15001-01

Date: MARCH 2016

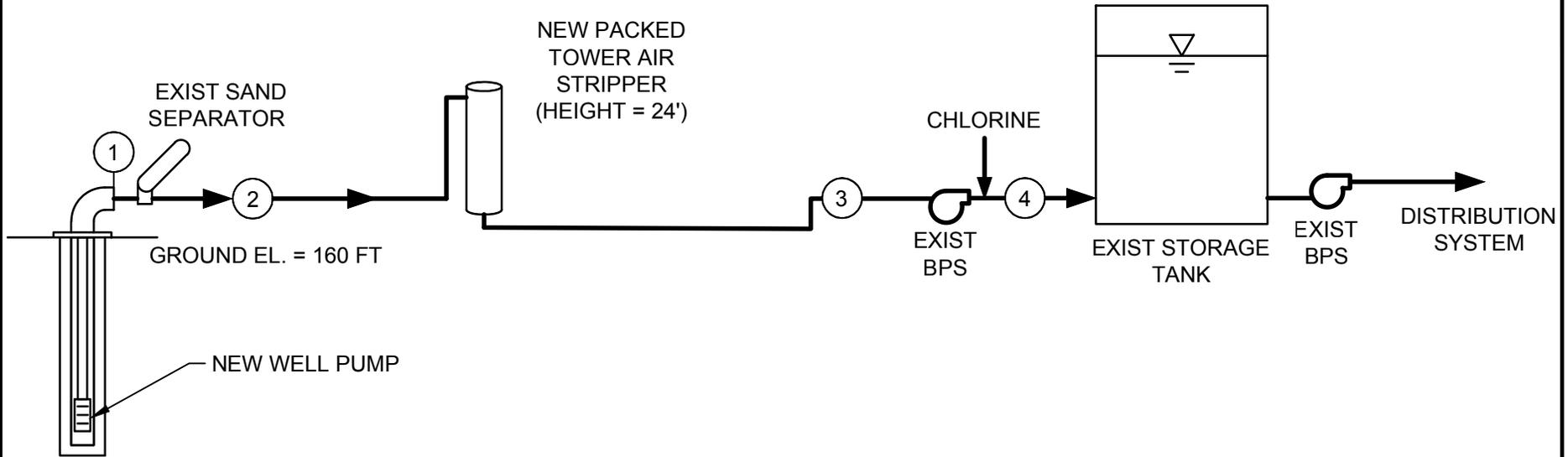
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**FIGURE  
3**

Bar Measures 1 inch

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WELL #15

STREAM	DESCRIPTION	FLOW (gpm)	HGL (FT) [1]
①	FROM WELL	1,100	237-254
②	RAW WELL FEED	1,100	227-244
③	TREATED RAW WATER	1,100	~ 160
④	TREATED AND CHLORINATED WATER	1,100	212

[1] HGL IS BASED ON GROUND ELEVATION OF 160 FT.

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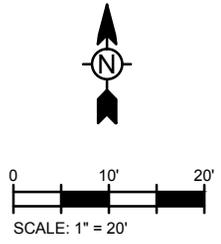
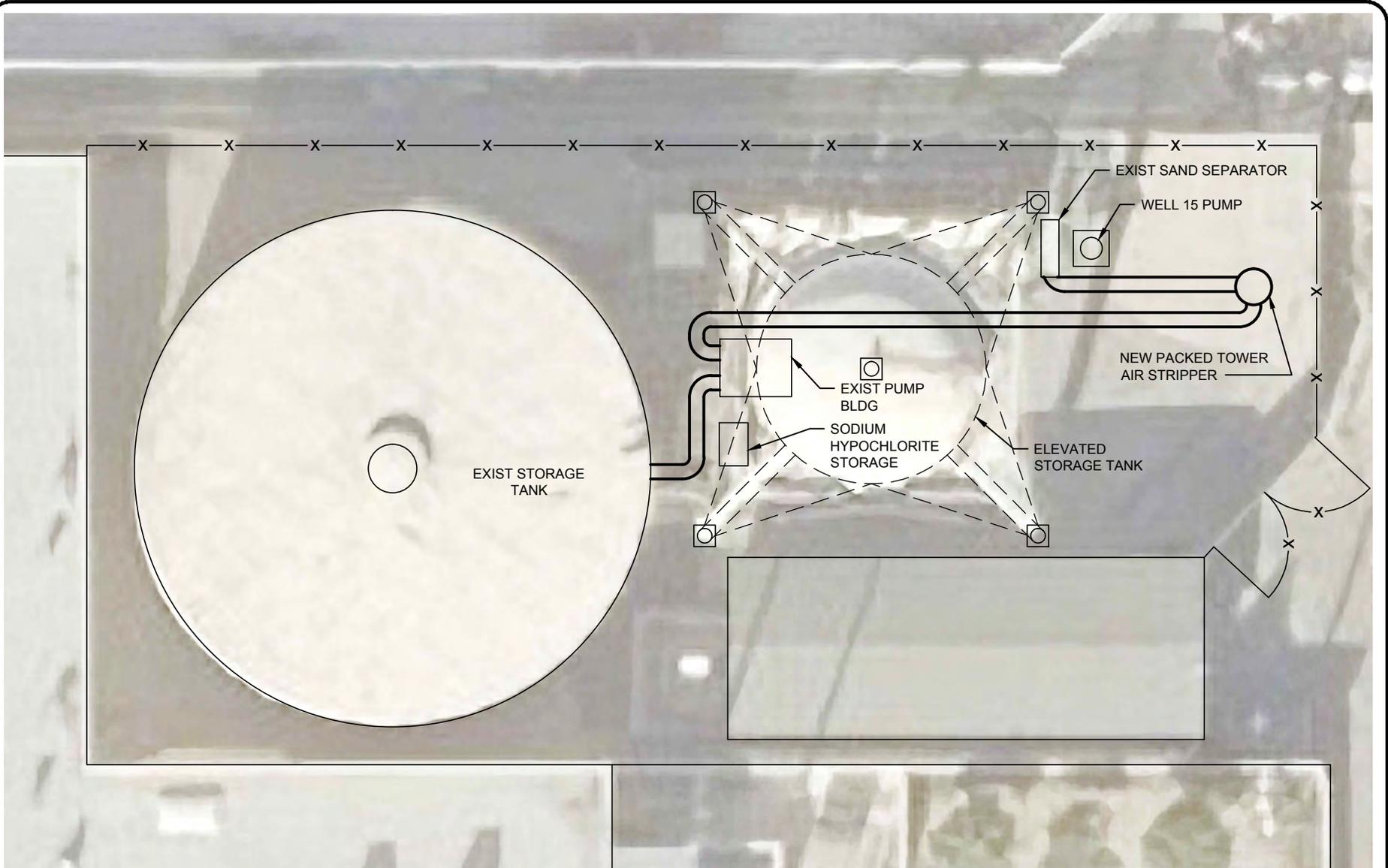
**PROCESS FLOW DIAGRAM  
 ALTERNATIVE 2**

Project No. 134-37300-15001-01  
 Date: MARCH 2016  
 Designed By: CH  
 FIGURE  
**4**

Bar Measures 1 inch

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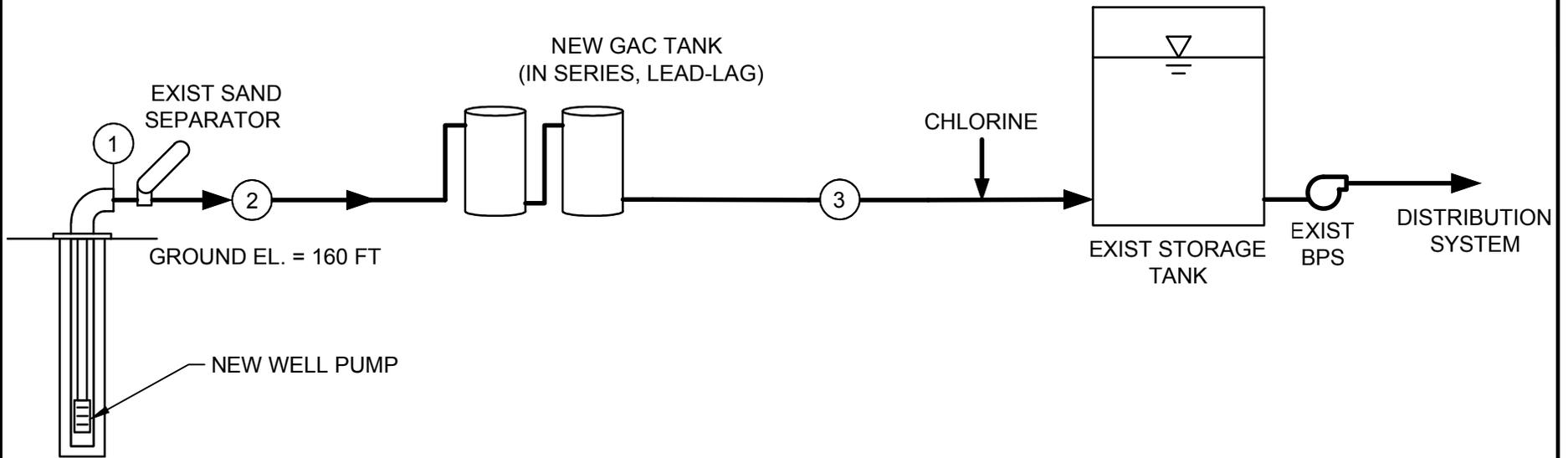
**WELL #15 SITE PLAN  
ALTERNATIVE 2**

Project No.134-37300-15001-01  
Date: MARCH 2016  
Designed By: CH  
**FIGURE  
5**

Bar Measures 1 inch

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WELL #15

STREAM	DESCRIPTION	FLOW (gpm)	HGL (FT) [1]
①	FROM WELL	1,100	240
②	RAW WELL FEED	1,100	230
③	TREATED RAW WATER	1,100	212

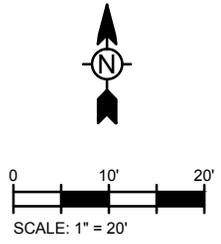
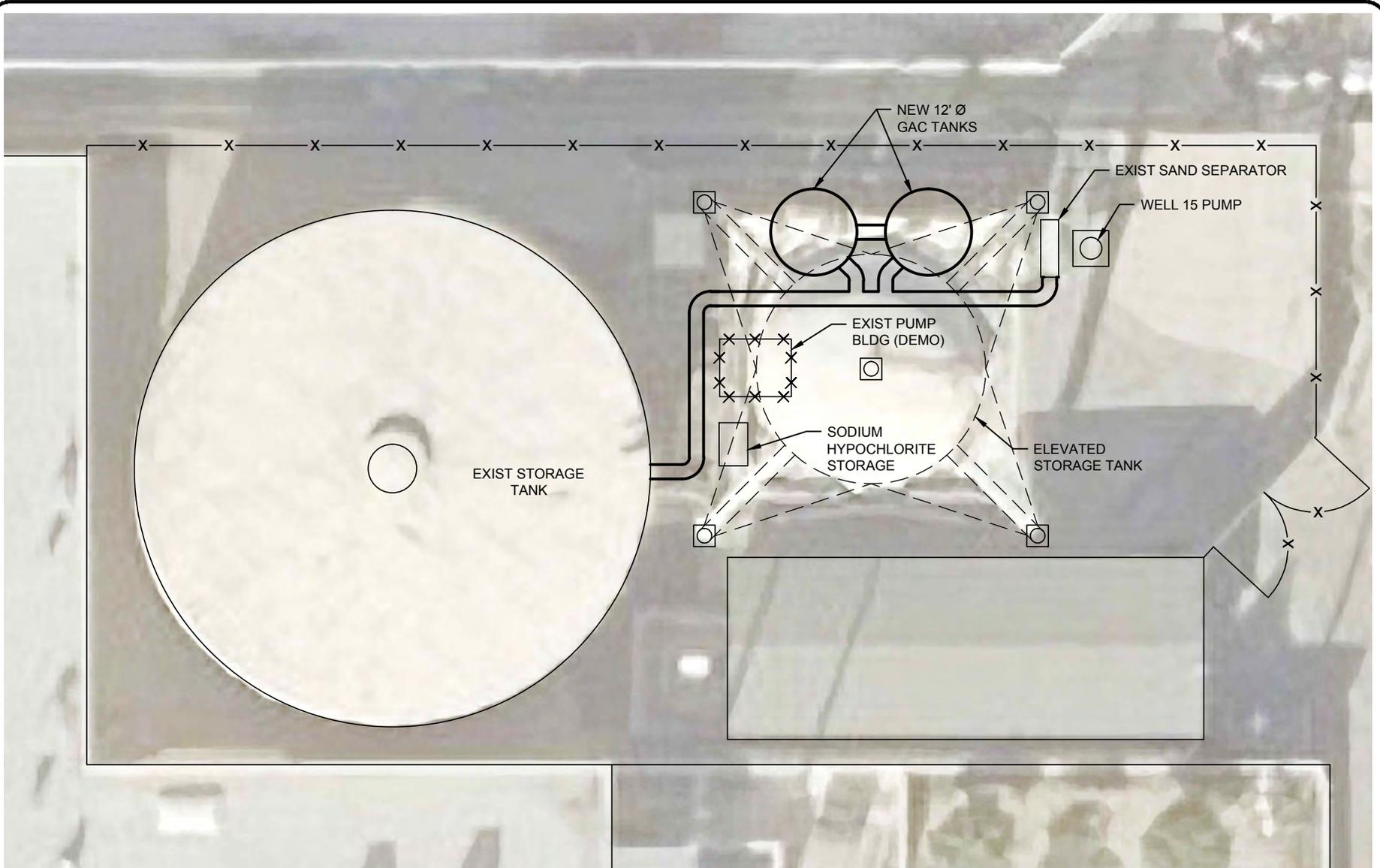
[1] HGL IS BASED ON GROUND ELEVATION OF 160 FT.

 <b>TETRA TECH</b> www.tetrattech.com 17885 Von Karman Ave, Suite 500 Irvine, CA 92614 Tel: (949) 809-5000 Fax: (949) 809-5010	WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA	Project No. 134-37300-15001-01 Date: MARCH 2016 Designed By: CH
	PROCESS FLOW DIAGRAM ALTERNATIVE 3	

Bar Measures 1 inch

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WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

**WELL #15 SITE PLAN  
 ALTERNATIVE 3**

Project No.134-37300-15001-01  
 Date: MARCH 2016  
 Designed By: CH  
**FIGURE  
 7**

Bar Measures 1 inch

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## **ATTACHMENTS**

- CONSTRUCTION COST TABLES
- OPERATION AND MAINTENANCE COST ESTIMATE CALCULATIONS
- MANUFACTURER DATA

**ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COSTS**

PROJECT: Huntington Park Well 15 - TCE Treatment

CLIENT: WRD

FILE: P:\37300\135-37300-15001-01\Docs\Huntington Park\_Preliminary Costs for Well 15 Alternatives.xls

DATE: 03/30/16

**ALTERNATIVE 1- Low Profile Air Stripper**

<b>Item No.</b>	<b>Estimated Qty</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total Price</b>
1	1	LS	Mobilization and Demobilization	\$41,000	\$41,000
2	1	LS	Demolition of Existing Low Profile Air Strippers	\$15,000	\$15,000
3	1	LS	Furnish and Install Low Profile Air Stripper	\$180,000	\$180,000
4	1	LS	Well Cleaning and Inspection	\$25,000	\$25,000
5	1	LS	Furnish and Install Well #15 Pump and Motor (125 hp)	\$90,000	\$90,000
6	1	LS	Furnish and Install Yard Piping	\$35,000	\$35,000
7	1	LF	Connection to Existing Piping System	\$10,000	\$10,000
8	1	LS	Furnish and Install Site Improvements	\$20,000	\$20,000
9	1	LF	Furnish and Install Electrical & Instrumentation	\$50,000	\$50,000
<b>Design, Construction Management, Administrative</b>				<b>15%</b>	<b>\$70,000</b>
<b>CONTINGENCY</b>				<b>20%</b>	<b>\$94,000</b>
<b>TOTAL</b>					<b>\$630,000</b>

This cost estimate is an estimate only. These figures are supplied as a guide only. This firm is not responsible for fluctuation in cost of material, labor, or components, or unforeseen contingencies.

**ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COSTS**

PROJECT: Huntington Park Well 15 - TCE Treatment

CLIENT: WRD

FILE: P:\37300\135-37300-15001-01\Docs\Huntington Park\_Preliminary Costs for Well 15 Alternatives.xls

DATE: 03/30/16

**ALTERNATIVE 2 - Packed Tower Air Stripper**

<b>Item No.</b>	<b>Estimated Qty</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total Price</b>
1	1	LS	Mobilization and Demobilization	\$46,000	\$46,000
2	1	LS	Demolition of Existing Low Profile Air Strippers	\$15,000	\$15,000
3	1	LS	Furnish and Install Low Profile Air Stripper	\$215,000	\$215,000
4	1	LS	Well Cleaning and Inspection	\$25,000	\$25,000
5	1	LS	Furnish and Install Well #15 Pump and Motor (150 hp)	\$110,000	\$110,000
6	1	LS	Furnish and Install Yard Piping	\$25,000	\$25,000
7	1	LF	Connection to Existing Piping System	\$10,000	\$10,000
8	1	LS	Furnish and Install Site Improvements	\$20,000	\$20,000
9	1	LF	Furnish and Install Electrical & Instrumentation	\$50,000	\$50,000
<b>Design, Construction Management, Administrative</b>				<b>15%</b>	<b>\$78,000</b>
<b>CONTINGENCY</b>				<b>20%</b>	<b>\$104,000</b>
<b>TOTAL</b>					<b>\$698,000</b>

This cost estimate is an estimate only. These figures are supplied as a guide only. This firm is not responsible for fluctuation in cost of material, labor, or components, or unforeseen contingencies.

**ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COSTS**

PROJECT: Huntington Park Well 15 - TCE Treatment

CLIENT: WRD

FILE: P:\37300\135-37300-15001-01\Docs\Huntington Park\_Preliminary Costs for Well 15 Alternatives.xls

DATE: 03/30/16

**ALTERNATIVE 3 - GAC Tanks**

<b>Item No.</b>	<b>Estimated Qty</b>	<b>Unit</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total Price</b>
1	1	LS	Mobilization and Demobilization	\$59,000	\$59,000
2	1	LS	Demolition of Existing Low Profile Air Strippers	\$15,000	\$15,000
3	1	LS	Furnish and Install GAC Tanks	\$372,000	\$372,000
4	1	LS	Well Cleaning and Inspection	\$25,000	\$25,000
5	1	LS	Furnish and Install Well #15 Pump and Motor (125 hp)	\$90,000	\$90,000
6	1	LS	Furnish and Install Yard Piping	\$25,000	\$25,000
7	1	LF	Connection to Existing Piping System	\$10,000	\$10,000
8	1	LS	Furnish and Install Site Improvements	\$20,000	\$20,000
9	1	LF	Furnish and Install Electrical & Instrumentation	\$50,000	\$50,000
<b>Design, Construction Management, Administrative</b>				<b>15%</b>	<b>\$100,000</b>
<b>CONTINGENCY</b>				<b>20%</b>	<b>\$133,000</b>
<b>TOTAL</b>					<b>\$899,000</b>

This cost estimate is an estimate only. These figures are supplied as a guide only. This firm is not responsible for fluctuation in cost of material, labor, or components, or unforeseen contingencies.

## Huntington Park Well #15 Hydraulic Calculations

**Subject:** Well #15 Hydraulics

**Engineer:** Corey Hess

**Objective:** Determine operating design point of existing Well #15

**Given:**

1. Surface Water Level (SWL):	193 bgs	[1] Per City 207 ft bgs
2. Well drawdown:	14 feet [1]	pumping level.
3. Required distribution pressure at well site=	22.7 psi min [2]	[2] Per SCE Report
	30 psi max	
4. Current Well production is:	1,100 gpm	
5. Existing Pump Motor HP=	150 HP	
6. Column length=	339 feet	

**Solution:**

1. Determine the current operating well TDH  
 Static Lift:  $H_s = \text{Well SWL} + \text{Drawdown}$   
 $H_s = 207$

Column Losses: According to the Friction Loss Fig. IIIB3a, the corresponding column size at 1,100 gpm is not within the range of generating a headloss, so column loss is assumed to be negligible

Distribution Pressure:	22.7	30
	min (psi)	max (psi)

$H_T = H_s + H_f + \text{Distribution Pressure}$   
 $H_T = 259.437$  to  $276.3$   
 min (ft) max (ft)

According to the existing pump curve for the well, at 1,100 gpm, the corresponding pumped head is: 270 feet

Therefore exist. pump output is consistent with the hydraulic conditions

2. Determine new design point for the option of replacing the existing pump for Alternative 2 - Packed Tower Air Stripper.

The required TDH is as follows:  
 Static Lift:  $H_s = \text{Well SWL} + \text{Drawdown}$   
 $H_s = 207$

Column Losses: Based on 1' per 100 ft of column  
 For a column length of 339, the  $H_f = 3.39$  ft  
 Additional static head for tower = 24.00 ft

Existing Conditions		
Pressure Range:	22.7	30
	min (psi)	max (psi)

$H_T = H_s + H_f + \text{Distribution Pressure}$   
 $H_T = 286.83$  to  $303.69$   
 min (ft) max (ft)

3. Determine the current operating well TDH  
 Static Lift:  $H_s = \text{Well SWL} + \text{Drawdown}$   
 $H_s = 207$

Column Losses: According to the Friction Loss Fig. IIIB3a, the corresponding column size at 1,100 gpm is not within the range of generating a headloss, so column loss is assumed to be negligible

Distribution Pressure:	22.7	34
	min (psi)	max (psi)

$H_T = H_s + H_f + \text{Distribution Pressure}$   
 $H_T = 259.437$  to  $285.54$   
 min (ft) max (ft)

## Huntington Park Well #15 Hydraulic Calculations

### 4. Horsepower calculation by Alternative.

#### Alternative 1

$$\begin{aligned} \text{HP} &= \text{QH}/3960 * \text{eff (pump and motor)} \\ \text{eff (pump)} &= 0.75 \\ \text{eff (motor)} &= 0.90 \end{aligned}$$

$$\begin{aligned} \text{HP (min)} &= 113.7 \text{ hp} \\ \text{Std motor size} &= 125 \text{ hp} \end{aligned}$$

Std Motor Sizes: 0.5, 0.75, 1, 1.5, 2, 3, 5, 7.5, 10, 15, 20, 25, 30, 40, 50, 60, 75, 100, 125, 150 +50 beyond

#### Alternative 2

$$\begin{aligned} \text{HP} &= \text{QH}/3960 * \text{eff (pump and motor)} \\ \text{eff (pump)} &= 0.75 \\ \text{eff (motor)} &= 0.90 \end{aligned}$$

$$\begin{aligned} \text{HP (min)} &= 125.0 \text{ hp} \\ \text{Std motor size} &= 150 \text{ hp} \end{aligned}$$

Std Motor Sizes: 0.5, 0.75, 1, 1.5, 2, 3, 5, 7.5, 10, 15, 20, 25, 30, 40, 50, 60, 75, 100, 125, 150 +50 beyond

#### Alternative 3

$$\begin{aligned} \text{HP} &= \text{QH}/3960 * \text{eff (pump and motor)} \\ \text{eff (pump)} &= 0.75 \\ \text{eff (motor)} &= 0.90 \end{aligned}$$

$$\begin{aligned} \text{HP (min)} &= 117.5 \text{ hp} \\ \text{Std motor size} &= 125 \text{ hp} \end{aligned}$$

Std Motor Sizes: 0.5, 0.75, 1, 1.5, 2, 3, 5, 7.5, 10, 15, 20, 25, 30, 40, 50, 60, 75, 100, 125, 150 +50 beyond

**Subject:** Well #15 Hydraulics

**Engineer:** Corey Hess

**Objective:** Determine the operating horsepower of existing Well #15 mini-booster pump station

**Given:** 1. Surface Water Level: 52 ft  
2. Flowrate (Q): 1,100 gpm

Static Lift:  $H_s = 52$  ft

Headloss:  $H_f = 15$  ft  
67 ft

$$HP = QH/3960 * \text{eff (pump and motor)}$$

$$\text{eff (pump)} = 0.75$$

$$\text{eff (motor)} = 0.90$$

$$\text{HP (min)} = 27.6 \text{ hp}$$

$$\text{Std motor size} = 30 \text{ hp}$$

Std Motor Sizes: 0.5, 0.75, 1, 1.5, 2, 3, 5, 7.5, 10, 15, 20, 25, 30, 40, 50, 60, 75, 100, 125, 150 +50 beyond

WRD  
 City of Huntington Park  
 Well #15 Calcs

Energy

	Well 15 (avg hp)	Mini-BPS (avg hp)	Air Compressor (avg hp)	Total hp	kW	TOU (hrs/d)	Days / Yr (90% Use)	Hrs/Year	kWh/yr	Annual Cost (\$0.15/kWh)
Alt 1	114	30	40	184	137	17	329	5593	767,409	\$115,111
Alt 2	125	30	10	165	123	17	329	5593	688,166	\$103,225
Alt 3	117	0	0	117	87	17	329	5593	487,972	\$73,196

Consumables

Alt 3 - Consumable Cost for GAC

Each Tank Holds 20,000 lbs  
 Consumption / day 50 lbs  
 Duration 400 days

Cost of GAC \$1.35 /lb

Cost of Material \$27,000  
 Cost to Replace \$6,750  
 Total \$33,750

Annual Cost	\$30,797
-------------	----------

Labor

Air Stripper Sump Cleaning

Two Man Maintenance \$100 / hr  
 4 times a year  
 3 days  
 8 hrs per day 96 hours/yr  
 Subtotal \$9,600

Air Stripper Screen Cleaning

Two Man Maintenance \$100 / hr  
 monthly  
 4 hours per cleaning 48 hours/yr  
 Subtotal \$4,800

Mini-Booster Pump Station Maintenance

Two Man Maintenance \$100 / hr  
 monthly  
 8 hours per month 96 hours/yr  
 Subtotal \$9,600

Total	\$24,000
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### Alternative 1 – Low Profile Air Stripper

- SST gravity discharge sump high level alarm switch
    - (2) 16" diameter flanged manways for access to sump section
    - (2) 6" inspection/cleanout ports in sump
    - (1) Integral sump drain for complete draining of sump section during cleaning
  - (3) trays with demister and fasteners
    - (8) 6" clean out ports in each tray ((2) on downcomer end of tray and (3) on each side of tray)
  - Sump, trays and demister will be mounted directly to the concrete pad supplied by others
- (1) 40 hp, 230/460 V, 3 phase, TEFC blower (3,500 cfm @ 43" wc)
- Blower low pressure alarm switch
  - Blower pressure gauge
  - Blower silencer
  - Air flow meter kit
  - Pressure transmitter for auto airflow control package
  - Skid mounting for the blower package

### Alternative 2 – Packed Tower Air Stripper

- 7' diameter x approximately 21' tall Fiberglass Reinforced Plastic (FRP) airstripper column
- Ashland Resin Liner – Dion 9102-70 NSF 61 approved
- Resin Structural – Dion 9102-70 NSF 61 approved
- Double C-veil Corrosion Barrier
- Filament wound structure
- Flanged and dished top head
- Designed for seismic zone 4 Los Angeles
- Flat bottom
- 8' packing depth of 3.5" LanPac packing media (372 cubic feet of packing media supplied)
- Gel coat with UV inhibitor – White in Color
- EPDM gaskets
- Design code D3299
- (1) 7" diameter body flange near top demister section of airstripper
- (1) 7' diameter x 4" thick demister material (polypropylene material)
- (1) 20" diameter air inlet flange
- (1) 20" diameter FRP air outlet duct flange
- (1) 24" diameter FRP 15# side sump manway
- (3) 24" diameter FRP ATM manways on side of tower
  - (1) located at bottom of packing section
  - (1) located at top of packing section
  - (1) located at elevation of upper distributor
- (1) 10" diameter flanged fitting for influent water piping by owner on side of tower
- (1) 12" diameter effluent flange
- (8) 2" diameter flanges for various instrumentation ports
  - (2) flanges for level switch assembly
  - (1) 2" flange for drain valve
  - (1) 2" flange for sump pressure gauge port
- (1) FRP packing support with FRP grating
- (1) Post cure
- (1) Engineering Calculations but no PE stamp

**Alternative 3 – GAC Tank System**

- 12 ft. diameter x 14 ft. high steel vessels
- 20,000 lbs. liquid phase carbon – Delivered via slurry truck
- 90 psi maximum pressure
- Interior Coating Macropoxy 646 epoxy coating – NSF 61 Approved
- Exterior blast, primer and polyurethane Bolt Brown finish
- 8" flanged influent fitting
- 8" flanged effluent fitting
- (2) 12" x 16" access ports
- 1" air relief coupling with galvanized piping and brass ball valve
- 1" drain fitting with galvanized piping and brass ball valve
- 4" slurry out piping with gasket, ball valve and camlock fitting
- 4" slurry in piping with butterfly valve and camlock fitting



Water Replenishment District of Southern California  
Safe Drinking Water Program

**APPLICATION FOR  
SAFE DRINKING WATER PROGRAM**



**Notice to All Applicants**

**SAFE DRINKING WATER PROGRAM  
POLICY GUIDELINES**

- 1) WRD will design, construct, and install equipment at any drinking water well containing primary (health-based) drinking water standard constituents of anthropogenic (man-made origin), as determined by the WRD Board, in excess of the maximum contaminant level.
- 2) At WRD's sole discretion, it will provide interest-free financing to drinking water well owners for treatment equipment to remove secondary (aesthetic-based) or naturally occurring primary (health-based) drinking water standard constituents in excess of the maximum contaminant level. Such projects shall be funded on a secondary priority to projects that satisfy Item #1 above, and the use of such remaining funds for the program shall be at the WRD Board's discretion. The groundwater producer owns the treatment facility at the end of the financing term.
- 3) Demonstration projects that have wide-spread application (as determined by the WRD Board) for other contaminants may also be considered for funding for design, construction, and installation.
- 4) For projects funded through Item #1 above, WRD may remove the equipment and transfer it to another location. At WRD's sole discretion, ownership of the treatment equipment may be conveyed to the well owner.
- 5) Funding limits shall be subject to the annual program budget.
- 6) Well owner is responsible for proper operation and maintenance of the treatment system.
- 7) All projects approved under this program must commence within 180 days of approval and be completed within one year of approval. Failure to complete the project in accordance with this requirement, will affect the funding priority of the project.

## Application Guidelines and Instructions

WRD Safe Drinking Water Program funding consists of two funding types:

**Priority A** – Man-Made (VOC) Treatment Grant

**Priority B** – Secondary & Naturally Occurring (Non-VOC) Treatment Loan

**When submitting the application for wellhead treatment funding, the following documents must be included:**

**Priority A:**

- Signed acceptance letter to start project within 90 days of the execution of the funding agreement.
- Historic Water Quality Records
- Production Data including pumping rates and pumping and static water levels

**Priority B:**

- Conceptual Project Design
- Engineering Report with Estimated Project Cost & Schedule
- Set of the Environmental Documents
- Historic Water Quality Records
- Production Data including pumping rates and pumping and static water levels
- Signed acceptance letter to start project within 90 days of the execution of the funding agreement.
- Approval from the State Water Resources Control Board (SWRCB) accepting the proposed treatment facility.

**Note that projects are prioritized then awarded on a first come, first serve basis. Only COMPLETED APPLICATIONS will be considered for funding.**

**Submit To:**

Water Replenishment District  
Safe Drinking Water Program  
4040 Paramount Blvd.  
Lakewood, CA 90712

These guidelines and instructions are intended to assist applicants in completing a Safe Drinking Water Program application. If a project is not selected for this funding cycle, the project will remain on the Project Priority List.



**Part B. Technical Information**

1. Describe the problem to be addressed by this project:

Obsolete, leaking air strippers currently on site are ineffective in removing TCEs and as such are in need of replacement.

2. Briefly describe the proposed project to be constructed:

Demolish existing air strippers. Furnish and install GAC tanks. Design and install all on-site improvements required to obtain operation permit and return the Well to service.

3. Describe the existing service area served by the water system and provide a map of the existing service area and the location of the water system facilities.

This service area has been designated as a Disadvantaged Community. The utility includes seven wells and eight reservoirs. Well 15 is the primary Well the the SCADA system operates off of. The utility has been unable to pump adjudicated rights and has been forced to purchase imported water as a result of the in-active status of Well 15.

4. If this is a loan request, attach an Engineering Report that includes the following elements:

- a. Analysis of alternative solutions
- b. Description of selected project alternative
- c. Anticipated benefits (e.g. water quality improvements) of the project
- d. Conceptual project design
- e. Useful life of the major project components
- f. Proposed design and construction schedule

**Part C. Environmental Documentation**

If this is a loan request, is the applicant or any other public agency acting as lead agency for the preparation of environmental documents pursuant to the California Environmental Quality Act (CEQA) for this project?  Yes  No

If "NO", please explain.

If "YES", please attach a copy of the document(s) from the following list that pertains to this project:

- Negative Declaration/Initial Study**
- Environmental Impact Report**
- Resolution making CEQA findings**
- Notice of Determination filed with State Clearinghouse**
- Categorical Exemption**

Note: Some CEQA environmental documents may require circulation through the State Clearinghouse.

**Part D. Financial Information**

1. Estimated project Costs

<b>Cost Classification</b>	<b>Total \$ Required</b>	<b>(A) Applicant \$ Contribution</b>	<b>(B) Other Loans and/or Grants Secured</b>	<b>(C) Funds Requested from WRD SDW PROGRAM</b>
A. Construction Costs				294,000
B. Engineering Costs				
C. Other Costs				100,000
D. Equipment Costs				372,000
E. Land Acquisition				0
F. Contingencies				133,000
<b>Total Funding Requirements</b> <i>(Total required &amp; Total (A+B+C) should match)</i>		<b>Total (A)</b> 0	<b>Total (B)</b> 0	<b>Total (C)</b> 899,000

2. **Source of other funds** - Please describe the sources of Other Loans and/or Grants Secured identified in Part D, Table 1 Column B of the Financial Information section.

City staff will provide in-kind services to co-ordinate the project.

3. Identify and describe the dedicated revenue source to be used for loan repayment

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CERTIFICATION AND SIGNATURE OF AUTHORIZED REPRESENTATIVE

I hereby certify that I am the authorized representative of this public water system and that the Information provided in this application and supporting information is accurate to the best of my knowledge.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

You are required to submit with the application, a resolution adopted by your board patterned after the following which authorizes the organization to apply for funding from the Safe Drinking Water Program and allows for the designation of an officer to sign and submit the application.

**SAMPLE RESOLUTION**

Resolution NO. \_\_\_\_\_

**WHEREAS**, the (Applicant entity's legal name) has the authority to modify, operate, and maintain the (name of water system); and

**WHEREAS**, the (Applicant entity's legal name) desires to enhance the provision and protection of the drinking water supplied to the consumers of (name of water system), therefore;

**BE IT RESOLVED** by the (Applicant entity's legal name) that, pursuant and subject to all of the terms and provisions of the Safe Drinking Program, application be made to the Water Replenishment District of Southern California for funding; and

**BE IT FURTHER RESOLVED** that the (Authorized Representative) of said (Applicant entity's legal name) is hereby authorized and directed to cause the necessary data to be prepared and application to be signed and filed with the Water Replenishment District of Southern California.

Passed and adopted at a regular meeting of the (Applicant entity's legal name) of the (name of water system) on (day) of (month/year).

Signature: \_\_\_\_\_

Print name clearly: \_\_\_\_\_

Title: \_\_\_\_\_

Clerk of said Water Agency: \_\_\_\_\_

**PLEASE NOTE: Prior to issuance of a Funding Agreement, a resolution will be required which 1) authorizes an officer to sign the Funding Agreement, certifications, and any amendments; 2) designates a person to approve claims for reimbursement; 3) designates a person to sign the Budget and Expenditure Summary; 4) designates a person to sign the Certification of Project Completion (for a construction project), and 5) designates a person to sign the Final Release form.**

# CITY OF HUNTINGTON PARK

Finance Department  
City Council Agenda Report



May 3, 2016

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

Dear Mayor and Members of the City Council:

## **AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR THE PROVISION OF A CITY-WIDE INVENTORY RELATING TO THE CITY'S CAPITAL ASSETS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT**

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

1. Authorize the provision of a City-wide physical inventory of the City's capital assets to be carried out by the Sunflower Systems and which is to be completed prior to the end of FY 15/16; and
2. Authorize the City Manager to execute the agreement, the form of which is provided with this staff report.

### **DISCUSSION**

The City has many tangible assets that have been purchased for use in its day-to-day operations and from which it derives economic benefit. Assets include property, equipment, buildings and their components, building improvements, other infrastructure, vehicles, computer hardware, peripheral equipment, electronics and the like. These assets all have monetary value to the City and need to be accounted for and treated accordingly. Historically, the City has used a threshold of \$5,000 for items to be recorded as a capital asset. With the necessity to satisfy multiple objectives such as grants reporting and the City's own need to be able to track valuable items, it is likely that the recordation threshold will be reduced to \$2,500, clearly increasing reporting requirements at the department level largely in Public Works and the Police Department.

In addition to executing the physical inventory is the commitment that all acquisitions, dispositions and salvages are timely and accurately recorded to ensure that the asset inventory remains relevant and current.

**AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR THE PROVISION OF A CITY-WIDE INVENTORY RELATING TO THE CITY'S CAPITAL ASSETS; AND AUTHORIZATION TO THE CITY MANAGER TO EXECUTE SUCH AGREEMENT**

May 3, 2016

Page 2 of 3

The City's practices in this regard have been non-existent for several years. Since 2009 when the last inventory appears to have been carried, many subsequent purchases and dispositions have gone unreported and unrecorded in the City's books. This should be unacceptable to the City; it is unacceptable to federal agencies with whose funding many assets have been acquired and subsequently disposed. Precipitated by the City's FY 13/14 Single Audit and in response to such audit, this year the City's CFO prepared written procedures implemented to ensure the appropriate accounting of assets, plus a physical inventory every two years as is the federal requirement.

While conducting the physical inventory is the needed first step; equally critical are the procedural steps, internal controls and compliance with the internal controls. While compliance falls to the Finance Department with control over payment, department heads are equally accountable to ensure procedures are carried out within their respective departments and enforceable at the purchase order request level. The new procedures are already being phased in with full implementation by the end of FY 15/16.

**RFP PROCESS AND EVALUATION PROCESS**

With the foregoing objectives in mind, Finance staff issued a request for proposals (RFP) for the physical inventory services on February 17, 2016. A list of potential vendors was compiled from a variety of sources including neighboring cities and online

<b>Firm</b>	<b>Vendors List</b>	<b>Submitted Proposal</b>
Albany Inventory Services	X	
Blue Chip Inventory Services	X	
CBIZ Valuation Group		X
Honeywell		X
Inventory Professionals, Inc.	X	
RGIS	X	
Sunflower Systems	X	X
WIS International	X	

research. Electronic copies of the RFP were emailed to the firms indicated, and the RFP posted on the City's website. The City received three proposals from CBIZ Valuation Group, Honeywell and Sunflower Systems on the March 31 due date.

Proposal evaluations undertaken by Finance, Police and Public Works staff led to interviews with Honeywell and Sunflower Systems with a unanimous decision to engage Sunflower Systems unanimous based on the perceived strengths enumerated below:

- ✓ Extensive experience with the successful completion of asset inventories with public agencies;
- ✓ Use of technology to improve project delivery;
- ✓ Well developed and thorough management plan;

**AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR THE PROVISION OF A CITY-WIDE INVENTORY RELATING TO THE CITY'S CAPITAL ASSETS; AND AUTHORIZATION TO THE CITY MANAGER TO EXECUTE SUCH AGREEMENT**

May 3, 2016

Page 3 of 3

- ✓ Clear understanding of inventory processes and regulations;
- ✓ Demonstrated ability to complete deliverables within timeframe stipulated in the RFP;
- ✓ Quality and completeness of proposal and interview presentation; and
- ✓ Thorough understanding and experience with industry best practices and standards regarding asset management and controls

**COST CONSIDERATIONS AND PROPOSED TERM OF THE AGREEMENT**

The cost of conducting the physical inventory, systems interface and internal control refinement is a fixed price of \$39,285. The term of the Agreement is 90 days.

**FISCAL IMPACT**

There is no fiscal impact to the City as costs will be borne within the City's adopted FY 15/16 budget.

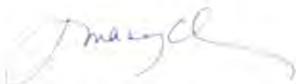
**CONCLUSION AND NEXT STEPS**

Upon Council approval, and further execution by the City Manager, Finance will move forward with the project as described.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Jan Mazyck  
Interim Director of Finance/City Treasurer

**Attachments:**

- A – Capital Asset Inventory Request for Proposals
- B – Sunflower Proposal
- C – Draft Sunflower Agreement

ATTACHMENT A

# City of Huntington Park



HUNTINGTON PARK  
Request for Proposals

## Physical Inventory of Capital Assets

January 6, 2016

**Proposal Due Date:**

February 17, 2016

4:30 pm, Pacific Standard Time

**Submit proposals by email to:**

Art Cueto

Senior Analyst

[acueto@hpca.gov](mailto:acueto@hpca.gov)

**Proposal Contact:**

Art Cueto

Senior Analyst

[acueto@hpca.gov](mailto:acueto@hpca.gov)

323-584-6315

# Physical Inventory of Capital Assets Request for Proposals

January 6, 2016

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# Physical Inventory of Capital Assets Request for Proposals

January 6, 2016

## I. INTRODUCTION

### A. General Information

The City of Huntington Park is requesting proposals from qualified firms to conduct a Physical Inventory of the City's Capital Assets. This service will include the collection and review of the City's existing listing of capital assets, conducting the physical inventory of all City-owned assets (vehicles and equipment) whose value exceeds \$5,000, and reconciliation of the City's existing list of capital assets with the data collected during the inventory.

Electronic copies of the proposal must be received via email no later than **4:30 PM on Wednesday, February 17, 2016**. Emails must be addressed to Art Cueto, Senior Analyst at [acueto@hpca.gov](mailto:acueto@hpca.gov).

Questions concerning the contents of this request for proposals (RFP) must be emailed to [acueto@hpca.gov](mailto:acueto@hpca.gov). City staff will provide written responses to all questions received on or before **4:30 PM on Wednesday, January 27, 2016**. All questions will be responded to at once. All firms that have submitted a question will receive responses to all questions.

The City reserves the right to request additional information or clarification from proposers, to allow for the correction of errors or omissions during the review process, to reject any or all proposals, to waive any non-material irregularities or information contained in any proposal, and to accept or reject any item or combination of items. Firms submitting proposals may be required to make oral presentation as part of the evaluation process and/or to submit best and final offers (BAFOs) at the City's discretion.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code § 6250 et seq.) unless exempt.

The City reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

It is anticipated that the selection of a firm will be completed by mid-March 2016. A recommendation and proposed contract will be prepared for review and approval by the City Council at its March 15, 2016 meeting.

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## **B. Terms of Agreement**

It is the intent of the City to contract for the services presented herein for six (6) months.

## **C. Background**

The City of Huntington Park is located approximately 4.5 miles southeast of downtown Los Angeles. It encompasses an area of approximately 2.8 square-miles and has a population of 58,654 residents. The City maintains a listing of the capital assets it owns (assets valued in excess of \$5,000) within its financial accounting system (i.e. "Capital Asset Module"). The Capital Asset Module currently contains 2,392 individual assets that include vehicles, equipment, and tools.

The City seeks to improve its accounting of capital assets as a means of enhancing its financial integrity. The City's previous physical inventory was conducted in 2009 and thus, the Capital Asset Module's accuracy has not been systematically verified in six years. This lack of institutional control has resulted in federal audit findings and thus, the City seeks to correct this issue in an expedient manner. But of equal importance, the City seeks to use this physical inventory as a basis for developing regular procedures and practices that will allow for the improved accounting and management of its capital assets.

## **II. SCOPE OF WORK**

### **A. Description of Services**

At a minimum, the Contractor will be expected to perform the following services for the City:

- Perform a physical inventory of all City-owned capital assets including vehicles and equipment located at various City facilities including, but not limited to City Hall, the Huntington Park Police Department, Huntington Park Public Works Yard, and parks/community centers.
- Provide the City with a detailed listing of all existing capital assets inventoried including identification of any missing assets.
- Reconcile the results of the physical inventory with the City's financial records.

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## **B. Tasks**

### **1. Data Collection**

The Contractor will meet with City staff to collect available data regarding the City's capital assets. Staff will provide the Contractor with the most recent capital assets listing that contains the following information:

- Description (make, model, year)
- Serial/VIN number
- License plate number
- Asset number
- Location
- Acquisition date
- Cost
- Capitalization date
- Net book value

City staff will assist the Contractor with scheduling the dates in which the inventories are to take place at the different City facilities. It is anticipated that an inventory may take several days to complete at a specific location depending on the availability of assets such as transit or police vehicles. City staff will also provide the Contractor with information regarding the location of each City facility where the inventories will take place and appropriate staff contacts.

### **2. Staffing, Equipment, and Materials**

The Contractor will provide all staffing, equipment, and materials required to perform the physical inventory. Equipment and materials may include, but are not limited to hand-help optical reader that can be used to input asset information on-site, inventory tags to be affixed to each asset that include unique identification numbers and corresponding bar codes, computer hardware and software to be used in downloading and processing inventory data, vehicles required to transport Contractor staff, etc.

### **3. Physical Inventory**

The Contractor will use the capital asset listing provided by City staff to visually verify the existence and location of the City-owned capital assets, identify any capital assets not contained in the City's listing, and identify any missing capital assets. The Consultant will perform the following tasks as part of the physical inventory:

- Visually identify of each capital asset

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- Verify the accuracy of the information contained in the City's Capital Asset Module
- Affix new inventory control tags to each capital asset and record each asset's new inventory number. The inventory control tags must contain a unique identification number and corresponding bar code that will allow for electronic reading of the identification number. New tags will be affixed to all capital assets regardless of the presence of an existing inventory tag. The Contractor will record each asset's existing and new inventory control numbers if that asset has been previously assigned such a number. (Note: City staff may request that specific capital assets not be tagged due to legal or security reasons. In this event the Contractor will record the asset's serial or VIN number as its inventory control number.)
- Photograph each capital asset. The digital photographs must show an overall view of the asset, the asset's serial/VIN number, license plate number, and any other unique characteristics (if applicable). Digital photographs must be stored as jpg files and tagged with each asset's identification number.
- List capital assets identified during the physical inventory that are not included in the Capital Asset Module. If this occurs, the Contractor must collect all applicable information from the capital asset. The Contractor will provide City staff with a separate listing of all capital assets identified during the physical inventory that are not included in the Capital Asset Module.
- Identify capital assets that are shown in the Capital Asset Module but that were not identified during the physical inventory. The Contractor will provide City staff with a separate listing of the missing capital assets.

#### **4. Inventory Data Review**

The Contractor will organize the capital inventory data in a Microsoft Excel workbook that contains the following:

- Worksheet 1 – All items from the City's list of capital assets that were found in during the physical inventory.
- Worksheet 2 – A list of all capital assets that were not found during the physical inventory or after appropriate follow-up.
- Worksheet 3 – A list of all assets that meet the City's capital asset requirements that were visually identified during the physical inventory but are not shown in the City's list of capital assets.

The Contractor will review this data with City staff in order to verify its accuracy and to correct any discrepancies. The data contained in this workbook will be formatted in a manner that will allow it to be directly uploaded to the Capital Asset Module contained in the City's "Sunguard HTE" financial reporting system.

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## 5. Final Report

The Contractor will provide a report detailing the process used, any unusual findings, clarifications about the information contained in the worksheets listed above, and any other information that will assist the City with updating its records. The report will also include the description of an effective process for developing an annual update of the revised listing of capital assets based on the information collected as part of the physical inventory.

## III. SCHEDULE

The City anticipates that the physical inventory will be completed within four months of the contract award based on the following conceptual schedule:

<b>Task</b>	<b>Completion</b>
Contract award	March 15, 2016
1. Data Collection and review	March 2016
2. Staffing, Equipment, and Materials	Ongoing
3. Physical Inventory	April 2016
4. Inventory Data Review	April 2016
5. Final Report	May 2016
Project Completion	June 2016

## IV. PROPOSAL FORMAT AND CONTENTS

### A. Purpose

Please demonstrate your firm's qualifications to conduct a physical inventory of the City's capital assets in conformance with this RFP's requirements. We invite you to use your response as a means of educating City staff with regards to the best practices and technologies for conducting a physical inventory and managing its capital assets.

### B. Format

Proposals are limited to 20 pages in length, not including the title page and table of contents. It should be prepared simply and economically to provide a straightforward and concise description of the Firm's capabilities to satisfy this RFP's requirements. A proposal's substance will carry more weight than its form. Information with regards to a firm's qualifications, approach, and staffing must be presented in a clear and concise manner. It must be submitted via email as a PDF file.

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## C. Submittal Requirements

The following subjects represent the criteria that will be used to evaluate your firm's ability to successfully provide the services described in this RFP. Thus it is critical that a firm's proposal fully include all items listed below and clearly present the information needed to support a firm's technical capabilities and experience.

A complete proposal must contain the following sections presented in the following order.

### 1. Title Page

The title page must include the RFP's title; your firm's name and address; name, title, telephone number, and email address of your firm's primary point of contact, and the date of the proposal.

### 2. Table of Contents

The table of contents must identify the proposals contents by section and page number. Cross referencing to the section and page number in the RFP is helpful.

### 3. Transmittal Letter/Executive Summary

The transmittal letter must be presented in the form of an executive summary that provides a brief summary of the contents of your firm's proposal. In addition, the cover letter must also confirm the acceptance of, or exceptions to the terms and conditions included in Exhibit A – Anticipated Form of Contract, and the name, title, telephone number, and email address of the person(s) authorized to represent your firm. The transmittal letter must state that the both the technical and fee proposals are valid for 90 days as of February 3, 2016.

### 4. Staffing and Qualifications

A firm must be able to demonstrate how its staff will be managed and deployed in order to work in a collaborative manner with City staff to provide the services identified in this RFP. The City places a high priority on a firm's ability to work closely with City staff both on-site and remotely, provide the requested information in a clear and concise manner, and to provide technical support as needed.

Please provide the following information about how your firm will staff this engagement:

- a. Provide the names of each of your staff members assigned to this engagement and indicate each individual's role.
- b. Identify who will serve as the project manager and the primary point of contact with City staff.
- c. Provide a staffing plan that shows how your firm will adequate staffing levels to ensure that it will be able to provide the services identified in this RFP in a timely and cost-effective manner.

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### 5. Technical Approach

Please fully respond to the following:

- a. Please describe your firm's proposed service model given the City's proposed scope of work and its existing challenges.
- b. What technologies are most compatible or best meet the City's needs based on your firm's proposed service model?
- c. How has the use of these technologies allowed your firm to improve the overall efficiency and cost effectiveness of conducting similar inventories for other municipal agencies or public sector clients?
- d. Identify any unique or innovative ways in which your firm has worked with its clients to address issues related to the ongoing accounting of their capital or physical assets.
- e. The City's financial reporting system is "Sunguard HTE". This system contains the Capital Asset Module that is to be revised at the end of this engagement. Is your firm familiar with or has previous experience working with this financial system, and how do you propose to integrate the inventory data into the system?
- f. Does your firm have experience in conducting similar inventories for local police departments or public safety agencies? If so, describe your firm's experience in conducting inventories of assets forfeited as the result of a crime.

You are encouraged to include any additional tasks or services not included or identified in the scope of work, or proposed modifications to the Scope of Work that you feel are necessary in order to provide the services requested in this RFP. Clearly state the reasons why these tasks or services are required, and include their costs as "Optional Costs" in your cost proposal.

### 6. Experience

Summarize your firm's experience over the past five (5) years in providing similar services to municipal clients. This information must include the following information and be presented in tabular form.

- a. Client's name and address
- b. Contact person's name, telephone number, and email address
- c. Length of engagements (start and end dates)
- d. Type and volume of assets inventoried

In a separate table, provide the name and contact information of three professional references that may include current and previous clients.

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## 7. Schedule

The City's goal is to have the capital inventory completed no later than June 30, 2016. Please provide the following information related to this timeframe.

- a. Explain how your firm's previous experience will be used to achieve this goal in a cost effective manner.
- b. Provide a preliminary work plan that consists of the necessary tasks, activities, and staffing required to produce the required physical inventory and revised Capital Asset Module on or before June 30, 2016. The work plan should identify specific milestones and deliverables.

## 8. Cost

Please provide an estimated cost for providing these services based on the information contained in the scope of work contained in this RFP. This should include both direct and any indirect costs and reimbursable costs/expenses.

## V. PROPOSAL SUBMITTAL

### A. Instructions

All proposals must be submitted to the City in the required format and received on or before the date and time shown below. Any proposals received following the stated deadline will be deemed unresponsive and will not be reviewed or evaluated by City staff.

<b>Proposals due:</b>	Wednesday, February 17, 2016
<b>Time:</b>	Proposal must be received no later than 4:30 PM (Pacific Standard Time)
<b>Proposal format:</b>	PDF files attached to an email
<b>Submittal method:</b>	Proposals must be emailed to <a href="mailto:acueto@hpca.gov">acueto@hpca.gov</a>

### B. Questions Regarding This RFP

City staff will respond to all questions regarding this RFP received on or before 4:30 PM on Wednesday, January 27, 2016. Email all questions to Art Cueto at [acueto@hpca.gov](mailto:acueto@hpca.gov). A complete listing responses to all the questions received will be emailed to all firms who have requested a copy of this RFP and those that emailed questions. Staff will not respond to questions received via telephone or in person.

Staff will issue an RFP addendum if any question received results in a modification or change to the contents of this RFP.

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## VI. EVALUATION PROCEDURES

### A. Proposal Review

The City anticipates to award an agreement for the services contained in this RFP to the selected Contractor by mid-March 2016 based on the following schedule:

Activity	Date
Issue RFP	January 6, 2016
Last day to submit questions	January 27, 2016
Proposals due	February 17, 2016
Oral interviews (at City's discretion)	February 23, 2016
BAFOs due (City's discretion)	February 25, 2016
Contract award by City Council	March 15, 2016

### B. Evaluation Criteria

The proposals will be evaluated using three sets of criteria. The following represent the principal selection criteria that will be used during the evaluation process.

#### 1. Mandatory Elements (Pass/Fail)

- a. Evidence that the proposed is licensed to do business in California
- b. Submission of the proposer's current SSAE 16 report
- c. The firm's adherence to the RFP's instructions with regards to content and organization.
- d. Proposal submitted in the required format and on or before the submittal deadline identified in this RFP.

#### 2. Technical Qualifications (60 %)

The evaluation of a proposer's technical qualifications will be based on its experience and performance on previous similar engagements, thoroughness of the proposer's approach in providing the services identified in this RFP, and adequacy of the proposed staffing plan to provide the required services.

#### 3. Price (40 %)

## VII. FORM OF CONTRACT

The City anticipates that the final contract will be substantially in the form and substance as the sample included in Exhibit A. Proposers shall affirmatively state that they accept all terms and conditions included in Exhibit A, or proposers may suggest alternative language for specific terms or conditions along with their

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rational for requesting such changes. The City, in its sole discretion, may accept, decline, or negotiate any or all of the proposer's suggested changes.

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# Physical Inventory of Capital Assets Request for Proposals

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## Exhibit A – Form of Contract

### PROFESSIONAL SERVICES AGREEMENT (Engagement: Capital Assets Physical Inventory)

THIS PROFESSIONAL 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 CONSULTANT\_\_\_\_], a [\_\_\_\_REPLACE WITH TYPE OF ENTITY, E.G., CORPORATION? PARTNERSHIP? SOLE PROPRIETORSHIP? ETC.\_\_\_\_] (hereinafter, “CONSULTANT”). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to CITY or CONSULTANT interchangeably.

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

#### 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, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit “A”** (hereinafter referred to as the “**Scope of Services**”). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.”
- 1.2 TERM: This Agreement will become effective on the date written above, and will continue for the period of six (6) months. 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. CONSULTANT 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, CONSULTANT’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 CONSULTANT’s charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any

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single extension term, CITY may suspend CONSULTANT'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, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed.

A. Interim billings shall not cumulatively exceed ninety percent (90%) of the annual fixed price. The final billing will be processed upon completion of the final task under the contract, which is the annual presentation to the City Council and completion of any follow up that results from City Council direction, if any.

B. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

## II.

### PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the Superintendent 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. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates **[INSERT NAME AND TITLE OF PERSON WHO IS CONSULTANT REPRESENTATIVE FOR**

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**PURPOSES OF CONTRACT ADMINISTRATION** \_\_\_\_\_ ] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

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

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

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training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and

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agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
  - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
  - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 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 registered to do business in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A-/VII. CITY may also accept policies procured by insurance carriers with a

## Physical Inventory of Capital Assets Request for Proposals

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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 CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that 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 CONSULTANT's commencement of any work or any of the Work and annually thereafter. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

### 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. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to

## Physical Inventory of Capital Assets Request for Proposals

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this Agreement or (ii) comply with applicable workers' compensation laws.

- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 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 CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 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")

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

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

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

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

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be

## Physical Inventory of Capital Assets Request for Proposals

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cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

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

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 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.

# Physical Inventory of Capital Assets Request for Proposals

January 6, 2016

## 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 CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 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:

**CONSULTANT:**

[REPLACE WITH Business Name of Consultant]

[REPLACE WITH Business Address]

Attn: [REPLACE WITH Name/Title of Consultant'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

Finance Department

6550 Miles Avenue

Huntington Park, CA 90255-4393

Attn: [Title of CITY Contact]

Phone: [REPLACE WITH Dept Phone]

Fax: [REPLACE WITH Dept Fax]

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

## Physical Inventory of Capital Assets Request for Proposals

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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: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 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

# Physical Inventory of Capital Assets Request for Proposals

January 6, 2016

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 CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 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 CONSULTANT and the remaining two original counterparts shall be retained by CITY.

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

**CITY OF HUNTINGTON PARK:**

By the: \_\_\_\_\_  
City Manager

**[REPLACE WITH BUSINESS NAME OF  
CONSULTANT, E.G., ACME CORP., A  
CALIFORNIA CORPORATION ETC.]:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

# Sunflower Systems Proposal for The City of Huntington Park

Physical Inventory of Capital Assets

April 26, 2016



Sunflower Systems

2420 Camino Ramon, Suite 130

San Ramon, CA 94583

Nicola McCarthy

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

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## Executive Summary

Annams Systems Corporation doing business as (DBA) Sunflower Systems is pleased to present the City of Huntington Park with the following proposed physical inventory solution as per the City's RFP. Sunflower Systems is a proven enterprise asset management solutions company specializing in the deployment of asset management services, software tools and business processes. Sunflower's portfolio of solutions enables organizations, such as the City of Huntington Park, to improve decision-making, accountability and regulatory compliance for all types of assets. Sunflower Systems has supported the asset management needs of government organizations, universities, federal agencies, contractors, and national laboratories since 1997.

Sunflower Systems will provide the City of Huntington Park with the best value and lowest risk solution for the City's capital asset inventory due to the following reasons:

- We are proposing a fixed price solution that includes tags, services, technology, and travel
- Our proposed team members have over 40 years of combined asset management experience
- We are proposing locally experienced, full time employees of Sunflower Systems as the inventory team. No subcontractors will be utilized.
- We have 100% control over all solution components – Our hardware, our software, our employees, and our tags. This approach provides accurate timelines, ability to accommodate for client schedule adjustments, and reliable and proven success.

Our comprehensive proposal and supporting documentation addresses all elements outlined in the City of Huntington Park's Physical Inventory of Capital Assets RFP including: Staffing and Qualifications, Technical Approach, Experience, Schedule, and Cost. Given our enterprise approach from both a services and software perspective, we believe we offer a unique ability to efficiently and effectively conduct a physical inventory of the city's capital assets and reconcile the city's existing list of capital assets with the data collected during the inventory process.

Annams Systems Corporation DBA Sunflower Systems accepts all terms listed in Exhibit A. Sunflower Systems is licensed to do business in California (evidence is listed in Appendix A of this proposal). If there are any questions about our proposed response, please contact:

Nicola McCarthy  
Vice President  
Cell: (858) 775-4864  
Email: [nmccarthy@sunflowersystems.com](mailto:nmccarthy@sunflowersystems.com)

Both the technical and fee proposals are valid for 90 days as of March 31, 2016.

Thank you very much for the opportunity to respond to this RFP. We trust we will earn the chance to work with the City of Huntington Park and look forward to helping you achieve your physical inventory goals.

Sincerely,

*Nicola McCarthy*

**Nicola McCarthy**  
Sunflower Systems

## Staffing and Qualifications

Annams Systems Corporation, doing business (DBA) as Sunflower Systems, is an enterprise asset management solutions, services and software company specializing in the deployment of software tools and business processes to simplify asset management tasks. Sunflower Systems is uniquely positioned to provide the City of Huntington Park with the necessary skills and expertise needed to successfully complete a full physical inventory of all City capital assets.

Sunflower Systems offers a wide range of services including physical inventory services, asset management policy and procedure review, software implementation, training, consulting and operational support. Corporate Headquarters are located in San Ramon, CA, and a Solutions office is located in Santa Monica, CA. Additionally, an East Coast Solutions office is located in Washington, DC.

Specific information on our staffing plan is outlined in italics below each bolded RFP requirement:

- a. Provide the names of each of your staff members assigned to this engagement and indicate each individual's roles.**

*Sunflower Systems Response: In order to successfully complete the requirements listed in the RFP, Sunflower Systems will be staffing this project with a project manager and 4 functional technicians. The project manager assigned will be Christopher Thwaites. Christopher Thwaites is a certified Project Management Professional (PMP), and also a Certified Personal Property Specialist (CPPS). Christopher has been leading teams responsible for physical inventory activities for over 10 years. Christopher will be responsible for all project deliverables, and overseeing and conducting all physical inventory scans, as well as generating and verifying the final data workbook and report. Additional team members involved in the physical inventory activities will include Danielle Lyons, Skip Adolph, Jeff Polyak and Meg Lombardo. Christopher, Danielle, Skip, Jeff and Meg will be responsible for on-site visits to each of the City of Huntington locations, as well as the physical scanning of the assets. Specific team members involved in the scanning at each site will be dependent on the schedule desired by the City, as well as the location of the site.*

*All our identified team members have a deep understanding of asset management and physical inventory processes, as well as the technology that will be utilized throughout the inventory. Highlights of team member experience includes the following: Danielle oversaw 220,000 assets across 9 campuses at the Los Angeles Community College District (LACCD), and was responsible for the physical inventory*

activities associated with these 220,000 assets; Jeff has over 13 years of experience in the asset management industry; Meg has led Sunflower Systems’ asset management activities for the entertainment industry, including the tagging, tracking, inventory, and reconciliation of equipment, costumes and set decoration assets used in the production of television programming; and, Skip has over 20 years of experience in the asset management industry, which started as a property manager practitioner and now includes process improvement, data collection and improvement, as well as inventory reconciliations. With 5 team members as part of our City team, we will have the ability to scale for faster delivery as well as client availability requirements. All team members will provide on-site and remote support, and will meet with City staff throughout the project.

**b. Identify who will serve as the project manager and the primary point of contact with City staff.**

Sunflower Systems Response: Christopher Thwaites will serve as Project Manager on the Sunflower Systems team and the primary point of contact for City staff.

**c. Provide a staffing plan that shows how your firm will provide adequate staffing levels to ensure that it will be able to provide the services identified in this RFO in a timely and cost-effective manner.**

Sunflower Systems Response: The below staffing plan outlines the activities that will be performed during this project, as well as the Sunflower Team members that will be involved in each of these activities. Sunflower Systems is dedicated to the successful completion of the City’s physical inventory and will be providing team members that are knowledgeable in the Sunflower tools, the physical inventory process, as well as best practices regarding asset management lifecycle activities.

City of Huntington Park Preliminary Work Plan and Staffing Plan		
Task	Activities	Sunflower Systems Staff
Project Planning	<ul style="list-style-type: none"> <li>Data review and collection</li> <li>Create project management plan (Scope, Time, Cost, Quality, HR, Communication)</li> <li>Approvals of project management plan</li> </ul>	1 Project Manager (Christopher Thwaites)
Execution of Inventory	<ul style="list-style-type: none"> <li>Tagging Process and photo capture</li> <li>Reconciliation</li> <li>Initial workbook and report generation</li> </ul>	1 Project Manager (Christopher Thwaites); 4 Technicians (Danielle Lyons, Meg Lombardo, Jeff Polyak, Skip Adolph)

Final Reporting & Deliverables	<ul style="list-style-type: none"> <li>• Finalize all data; check for discrepancies</li> <li>• Approval on final data reports</li> <li>• Map final data for upload to Sunguard HTE</li> </ul>	1 Project Manager (Christopher Thwaites)
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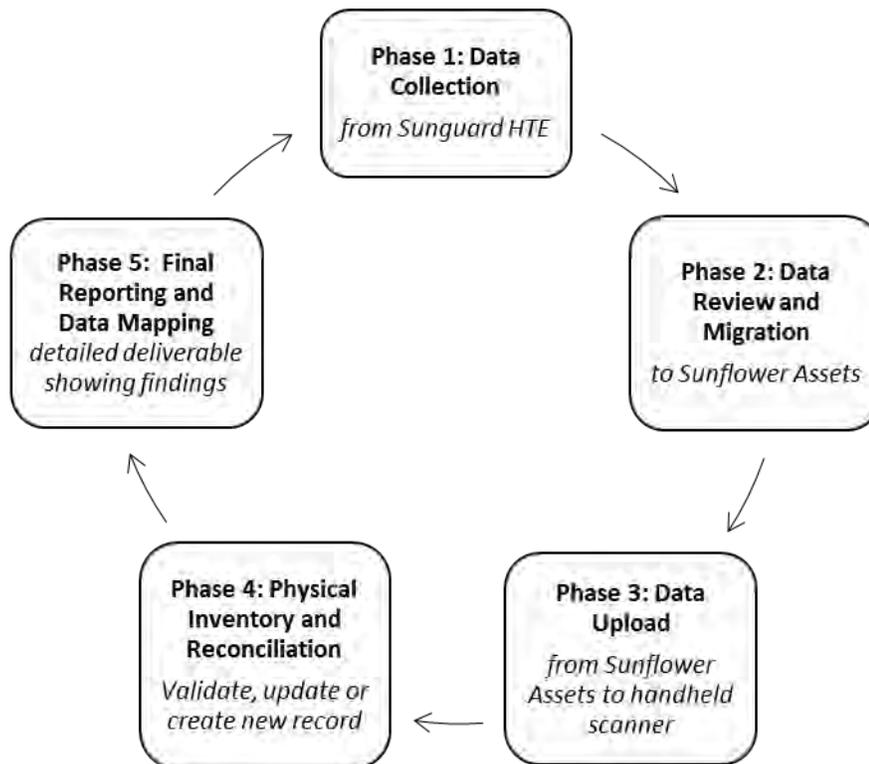
## Technical Approach

Sunflower Systems’ technical approach response to each item listed in section 5 of the RFP is in italics below each bolded requirement.

- a. Please describe your firm’s proposed service model given the City’s proposed scope of work and its existing challenges.**

*Sunflower Systems Response: In order to support the City of Huntington Park physical inventory requirements, our team members will utilize a combination of software, services, and deep industry and asset management knowledge. On the software side, our team members will use Sunflower Assets, our enterprise asset management software solution, in order to cleanse, manage, reconcile, and report on all asset records provided by the City of Huntington Park and those collected during the physical inventory phase. On the services side, our team members involved in the project will bring over 40 years of combined asset management and physical inventory knowledge to the City. Our team members will follow best practices and industry standards, while utilizing a best of breed software product, in order to ensure the City’s capital asset physical inventory is completed based on all requirements and timeframes listed in the RFP.*

*Our proven physical inventory service model follows a five phased implementation approach, outlined below, and demonstrates how we would apply our expertise on order to meet the needs of City of Huntington Park’s physical inventory project.*



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

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

*Once the data resides within Sunflower Assets, Sunflower team members will send the data from Sunflower to our integrated mobile handheld scanners. All reference and asset data will reside on an encrypted file within each scanner.*

*Following the completion of phase 3, our team members will begin the physical inventory process. Phase 4 is where the bulk of the inventory functions will be performed. During this phase our team members will visit each City of Huntington Park site to visually verify the existence and location of the city-owned capital assets. Our team members will utilize our Sunflower Mobile mobile software, as well as handheld scanners, to perform the inventory. Our team members will perform the following steps:*

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

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

*Lastly, during phase 5 of the project, Sunflower team members will organize and deliver the Inventory Data Review. From standard Sunflower Assets reports, Sunflower team members will provide an Excel workbook that contains the following:*

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

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

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

**b. What technologies are most compatible or best meet the City's needs based on your firm's proposed service model?**

*Sunflower Systems Response: Our proposed service model includes web based asset management software, mobile barcode scanning software, as well best of class asset management services. Based on the City's requirements, Sunflower Systems believes web-based and mobile asset management software would provide the best overall and most efficient technology solution, both in terms of completing the physical inventory requirements within the desired timeframe, and streamlining the final data report generation. Sunflower Assets is a web based asset management software tool that will be used to house*

*all existing City of Huntington asset records. Sunflower Mobile is the integrated mobile solution that will be utilized in conjunction with the Sunflower Assets software. Asset data is sent from Sunflower to our handheld scanners, and then the Sunflower Mobile software streamlines the physical inventory scanning and data collection process, while also increasing accountability and accuracy. The Sunflower Mobile application allows our team members to validate, update and add new records seamlessly, and then send those record updates and creations to the Sunflower database. Once in the Sunflower database, standard reports will allow for the simple and easy generation of inventory results for the city staff.*

- c. How has the use of these technologies allowed your firm to improve the overall efficiency and cost effectiveness of conducting similar inventories for other municipal agencies or public sector clients?**

*Sunflower Systems Response: Sunflower Systems provides many current clients, both in the public and private sectors, with a simple and streamlined solution to conducting physical inventories.*

*Through the use of our team members, as well as our software tools mentioned above, clients regularly see completion of a 100%, 100,000+ asset inventory, within 45 days and at over a 98% successful find rate. Over half of all Federal Civilian Agencies use our physical inventory processes and software in order to see these success rates.*

*Due to the asset numbers anticipated for the City of Huntington Inventory, Sunflower Systems views this as a low risk, high success initiative. Our team members are familiar, from inventories at clients such as LACCD and CBS Studios, with both small and large scale inventories, and are accustomed to traveling to locations such as the San Fernando Valley and the Long Beach in condensed timeframes in order to complete inventory activities successfully. Our real time and batch based mobile technologies ensure we have the right tools for the right job, whether we are scanning assets in studios, across campuses, in remote locations, and even city streets for filming.*

- d. Identify any unique or innovative ways in which your firm has worked with its clients to address issues related to the ongoing accounting of their capital or physical assets.**

*Sunflower Systems Response: Sunflower Systems' team members are dedicated to ongoing client education on the physical inventory process and the overall lifecycle of asset management. We have educated our clients on the different types of physical inventories based on the desired end result, for example, wall to wall, ABC inventories, statistical sampling, and contract termination, and how those*

*best suit their specific business processes and procedures. We have also worked with clients to create reports specifically to achieve federal compliance and prepare for future audits.*

*During our inventory activities at LACCD, Sunflower Systems was the first firm in three attempts to be able to reconcile the inventory data of over 220,000 assets back to their SAP ERP system. Sunflower Systems Implemented a mobile solution tailored to their needs within SAP, based on a combination of LACCD needs, Sunflower technologies and best practices. This mobile solution, and our inventory services, enabled the successful completion of the inventory, as well as the reconciliation of this data within SAP.*

- e. The City’s financial reporting system is “Sunguard HTE”. This system contains the Capital Asset Module that is to be revised at the end of this engagement. Is your firm familiar with or has previous experience working with this financial system, and how do you propose to integrate the inventory data into the system?**

*Sunflower Systems Response: Sunflower has provided data to similar enterprise resource planning systems (ERPs) including SAP, Oracle, Costpoint, and Peoplesoft. All of the ERP systems have fixed asset accounting modules that provide similar functionalities with unique data structures. Sunflower Assets is agnostic of the specific ERP system and our ability to extract, transform, and load (ETL) data through a configurable integration layer allows our technology to integrate with a variety of client systems. Outside of the ERP systems, Sunflower has been successfully integrated with systems that include Remedy, Maximo, Service Now, and a number of internally client built software systems.*

- f. Does your firm have experience in conducting similar inventories for local police departments or public safety agencies? If so, describe your firms experience**

*Sunflower Systems Response: Sunflower Systems’ team members have managed and assisted with physical inventories, and building and capital equipment evaluations, for small and large clients including places like the City of Arlington, Texas; the City of Chester, SC; the City of Fort Lawn, SC; the City of York, SC; the Department of Education, and the Los Angeles Community College District.*

*Our team members will utilize a proven implementation and physical inventory approach, which has been refined and streamlined from use at over 90 customers.*

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## Experience

Due to our universal understanding of the asset management industry, from services to software, Sunflower Systems is able to offer the City of Huntington Park the best possible physical inventory services and software tools to ensure the inventory is completed in the most timely and cost effective manner. Sunflower Systems has the required industry and technical knowledge to ensure the City gets the most out of this asset management service. We provide our clients with team members that have the required technical skill sets, but also understand the asset management industry and the regulations that affect asset management. Our services have enabled clients to comply with the changing property management and property accounting regulations, and more importantly, help customers increase the efficiency and effectiveness of their asset management and physical inventory initiatives.

During the last 5 years, Sunflower Systems has provided a number of physical inventory services and solutions to customers in the government and private sectors. Physical inventory services have ranged from inventorying and reconciling 2,000 assets to 220,000 assets.

Sunflower Systems has the best understanding of asset management business processes and requirements because of our deep industry involvement, certifications and leadership positions as educators within asset management industry associations. Sunflower Systems' personnel are recognized throughout the asset management community as leaders, and have gained a deep asset management industry knowledge through active participation in organizations such as The National Property Management Association, ASTM International, The Institute of Asset Management, and the ISO 55000 Technical Advisory Group.

All Sunflower team members are certified through the National Property Management Association (NPMA) to at least the CPPS level. Additionally, team members continue to achieve advanced certification levels, up to the CF (Consulting Fellow) level. Sunflower team members hold elected positions and board positions within NPMA, and regularly provide educational content at NPMA seminars and conferences.

Sunflower team members have been published within The Property Professional Magazine, The Institute of Asset Management's Assets Magazine, and have contributed to the creation of 6 technical ASTM standards for asset management, including the physical inventory standard. Additional Sunflower team members led the U.S. technical advisory group for the ISO 55000 asset management standard.

We also offer for consideration the following facts, which we believe further, differentiate our people, services and organization from our competitors:

1. Our asset management and physical inventory services are designed, developed and implemented by seasoned professionals who have years of hands-on experience in the Property Management profession.
2. All of our consultants and technicians have been certified, at a minimum, as either a Certified Property Professional Specialist (CPPS) or a Certified Property Professional Administrator (CPPA) by the National Property Management Association (NPMA).
3. Our services and solutions provide integrated, asset-centric functionality that address the complete asset life cycle, from acquisition through disposal, with a focus on physical inventory.

The table below outlines three professional references from current and previous clients, as well as a summary of the physical inventory activities provided by Sunflower Systems for each client.

<b>Client Name and Address</b>	<b>Contact Person</b>	<b>Length of Engagement</b>	<b>Type and Volume of Assets Inventoried</b>	<b>Types of Service Provided</b>
1. U.S. Department of Education; 400 Maryland Ave, SW, Washington DC 20202	Joy Jordan. Cell: (202) 207-4308. Email: Joy.Jordan@ed.gov	5 Month Inventory	Approximately 75,000 assets including IT equipment (computers, servers, monitors, mobile phones, PDAs, etc.), general office equipment (printers, copiers, fax machines), weapons	Sunflower performed a wall-to-wall 100% inventory for the US Department of Education's accountable property. In addition to 5 Headquarters locations in the Washington DC area, Sunflower inventoried assets located in over 15 regional offices across the country and US territories. Handheld barcode scanners were utilized to scan equipment barcodes, update asset information, and add assets to the accountable property system when necessary. This data was then uploaded into the department's accountable property system. Once all locations were visited and assets scanned, Sunflower performed a full reconciliation in the system.

<p>2. Los Angeles Community College District Educational Center; 770 Wilshire Blvd, Los Angeles, CA 90017</p>	<p>Desiree Shier. Cell: 213.593.813 1. Email: desiree.shier@build-laccd.org</p>	<p>Inventory: 01/2010 - 06/2012</p>	<p>Approximately 220,000 assets including furniture, IT assets, equipment (lab, dental, medical, science, machinery, athletic, theater, agriculture, aerospace), fixed assets, vehicles</p>	<p>Sunflower conducted a complete wall-to-wall inventory for the Los Angeles Community College District comprising of more than 220,000 assets at a value of approximately \$475M. The District had over 13 campus and satellite locations which were inventoried over the course of 4 months, with a 2 month reconciliation timeframe. Each of the campuses in the District offers a wide array of curriculum from sports, science, theater and vocational programs resulting in a diverse and complex inventory. In addition to a reconciliation with the existing data provided by the District, a financial valuation was done on any assets that could not be reconciled so their accounting system could be overhauled and updated with an accurate inventory and associated accounting records.</p>
<p>3. CBS Studios; 4024 Radford Ave, Studio City, CA 91604</p>	<p>Franco Alvarez. Number: (818) 655-5000. Email: Franc0alvarez@cbs.com</p>	<p>12/2014- Current</p>	<p>Approximately 2000 assets including wardrobe items, set decorations, and props.</p>	<p>Sunflower tracks, manages and inventories assets for several shows for CBS Studios, including set decorations, props and wardrobe items. In addition to tracking the assets, Sunflower systems also visits the set of each show and records the use of all assets as tied to specific episodes and use by characters. As a result of the meticulous tracking of assets, this inventory allows CBS to pull provenance reports used to surplus assets with the appropriate information in order to maximize revenue generating activities.</p>

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## Schedule

Sunflower Systems understands and agrees to the City's goal to have the capital asset inventory completed no later than June 30, 2016.

Sunflower Systems manages our physical inventory projects based on a proven implementation methodology, which has been streamlined from previous customer experiences. Our methodology focuses around a Project Management Plan, which is an approved document containing all process and procedures in line with the scope of work. Managing the Project Plan is crucial for planning, implementing, and closing a successful project. The Project Plan will be a working document that will be monitored by the City, as well as Sunflower team members. This approach will ensure the most effective way to successfully complete the project while saving the City of Huntington Park time, resources and money.

The Project Management Plan will consist of following:

- Scope Management Plan
- Time Management Plan, including detailed project schedule
- Project Quality Management Plan
- Communication Management Plan

The Scope Management Plan will define and control what is and is not included in the City of Huntington Park's physical inventory project and includes all of the work required to complete the project successfully. During the development of the scope management plan, Sunflower team members will work with city staff to determine and clarify the following items:

- Explanation and list of assets to be tagged during the physical inventory (Assets valued over \$5,000; The Capital Asset Module currently contains 2392 individual assets that include vehicles, equipment, and tools)
- Data points that will be provided (Description, Serial/VIN Number, License Plate Number, Asset Number, Location, Acquisition Date, Cost, Capitalization Date, Net Book Value)
- Asset tag assignments
- Physical (address) locations where assets are located
- Reconciliation Outline
- Project deliverables

The Time Management Plan defines how the project will be measured, monitored, and controlled considering activity sequence, estimated resources, activity duration, and schedule development. The following items will be included in the Time Management Plan:

Activity	Description	Owner	Frequency
<b>Schedule</b>	Plan dates and times for site visits at each of the City of Huntington Park locations included within the scope of the project. Sequence activities and durations. To be approved by Client.		Once; Project Initial Planning Phase
<b>Schedule Management</b>	Communicate project milestones, schedule and respective updates.		As needed
<b>Schedule Control (Updates/Changes)</b>	Either party to request a formal change to the schedule in writing and receive back confirmation from both parties in writing.		Ongoing

The Project Quality Management Plan focuses on activities that determine quality policies, objectives, and responsibilities so that the project will satisfy the needs from the approved Scope Management Plan. The following items will be included in the Project Quality Management Plan.

Activity	Description	Owner	Frequency
<b>Create Quality Management Plan</b>	Develop checklists and metrics for incoming and outgoing data during the Physical Inventory (standard nomenclature; model number; manufacturer)		Planning, Execution, & Closing Phases
<b>Perform Quality Assurance and Control</b>	Ensure consistency among asset data throughout, by implementing the quality check list		Execution Phase

The Communication Management Plan specifies communications requirements and how those requirements will be addressed through the project lifecycle. It describes what communications will be provided, to whom, in what format, and how often. The following items will be included in the Communication Management Plan:

Deliverable	Description	Recipients	Owner	Frequency
<b>Customer Status Reports</b>	A standard document to communicate project progress and any changes among both parties	 		As determined in scope (weekly; daily, etc.)
<b>Status Meetings/Calls</b>	Ongoing communication to ensure clear communication and transparency	 		As determined in scope (weekly; daily, etc.)
<b>Issue Escalation</b>	As required, a way to prioritize	 		As Needed

The above proven methodology, and overall project management plan, will ensure that Sunflower Systems is able to effectively and efficiently complete the physical inventory activities and deliverables.

In order to complete the project by June 30, 2016, Sunflower Systems proposes the following project milestones and preliminary work plan.

Key Project Milestones:

City of Huntington Park Project Milestones	
Due Date	Milestone
4/18/2016	Current Data to Sunflower Systems
4/25/2016	Delivery of Project Management Plan by Sunflower Systems
4/29/2016	Approval of Project Management Plan by the City of Huntington
5/2/2016	Physical Inventory & Reconciliation
6/20/2016	Final Report and Worksheet Submitted for Apporval by Sunflower Systems
6/30/2016	Target Project Completion

Preliminary Work Plan:

<b>City of Huntington Park Preliminary Work Plan and Staffing Plan</b>		
<b>Task</b>	<b>Activities</b>	<b>Sunflower Systems Staff</b>
Project Planning	<ul style="list-style-type: none"> <li>Data review and collection</li> <li>Create project management plan (Scope, Time, Cost, Quality, HR, Communication)</li> <li>Approvals of project management plan</li> </ul>	1 Project Manager
Execution of Inventory	<ul style="list-style-type: none"> <li>Tagging Process and photo capture</li> <li>Reconciliation</li> <li>Initial workbook and report generation</li> </ul>	1 Project Manager; 4 Technicians
Final Reporting & Deliverables	<ul style="list-style-type: none"> <li>Finalize all data; check for discrepancies</li> <li>Approval on final data reports</li> <li>Map final data for upload to Sunguard HTE</li> </ul>	1 Project Manager

## Cost

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

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

Pricing Notes and Assumptions:

- The above is for a Firm Fixed Price Contract.

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

## Appendix A

The following provides evidence that Annams Systems Corporation DBA Sunflower Systems is licensed to do business in California.

Business Search - Business Entities - Business Programs http://kepler.sos.ca.gov

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### Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, February 12, 2016. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	ANNAMS SYSTEMS CORPORATION
Entity Number:	C2256191
Date Filed:	08/03/2000
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	2420 CAMINO RAMON STE 130
Entity City, State, Zip:	SAN RAMON CA 94583
Agent for Service of Process:	NAEEM RAZA
Agent Address:	2420 CAMINO RAMON STE 130
Agent City, State, Zip:	SAN RAMON CA 94583

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

## ATTACHMENT C



### PARKING CITATION PROCESSING SERVICES

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_ **day of May, 2016** (hereinafter, the “Effective Date”), by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and Annams Systems Corporation (dba Sunflower Systems) (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.

### I. RECITALS

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

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

### II. ENGAGEMENT TERMS

- 2.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, 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."

- 2.2 TERM: This Agreement shall have a term of one (1) year commencing from May \_\_, 2016. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 2.3 COMPENSATION: CONTRACTOR shall perform the various services and tasks set forth in the Scope of Service, Exhibit A, in accordance with the compensation schedule which is **Exhibit "B"** (hereinafter, the "**Approved Rate Schedule**").
- 2.4 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.
- 2.5 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.
- 2.6 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.

### **III. PERFORMANCE OF AGREEMENT**

- 3.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Interim Finance Director (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.
- 3.2 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.
- 3.3 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.
- 3.4 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.
  - G. 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.
- 3.5 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

- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 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.

- 3.10. 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.

#### **IV. INSURANCE**

- 4.1 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.

- 4.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 4.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.

**V.**  
**INDEMNIFICATION**

- 5.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.

- 5.6 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.
- 5.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## **VI. TERMINATION**

6.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of thirty (30) 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 6.2, 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 6.2 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 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure

period set forth under Sections 6.2.B and 6.2C 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 6.2 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 6.2B.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 2.4, 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.

6.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

6.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## **VII. MISCELLANEOUS PROVISIONS**

7.1 DOCUMENTS & 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.

- 7.2 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.
- 7.3 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.
- 7.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**

Annams Systems Corporation  
(dba Sunflower Systems)  
2420 Camino Ramon, Suite 130  
San Ramon, CA 94583  
Attn: John Peiler  
Phone: 925-242-4216  
Fax: 925-355-1213  
Email: peiler@sunflowersystems.com

**CITY:**

City of Huntington Park  
Finance Department  
6550 Miles Avenue  
Huntington Park, CA 90255  
Attn: Jan Mazyck  
Phone: (323) 584-6201  
Fax: (323) 588-4577  
Email: jmazyck@hpca.gov

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when 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.

- 7.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 7.6 SUBCONTRACTING: 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.
- 7.7 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.
- 7.8 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.
- 7.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 7.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

- 7.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 7.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 7.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 7.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 7.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 7.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 7.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 7.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 7.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and 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 7.16, above.

7.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 7.16, 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:**

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

By: \_\_\_\_\_  
Edgar P. Cisneros  
City Manager

By: \_\_\_\_\_  
John Peiler  
Vice President of  
Finance & Administration

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Arnold Alvarez-Glasman  
City Attorney

# Sunflower Systems Scope of Services for The City of Huntington Park

Physical Inventory of Capital Assets

April 26, 2016



Sunflower Systems

2420 Camino Ramon, Suite 130

San Ramon, CA 94583

Nicola McCarthy

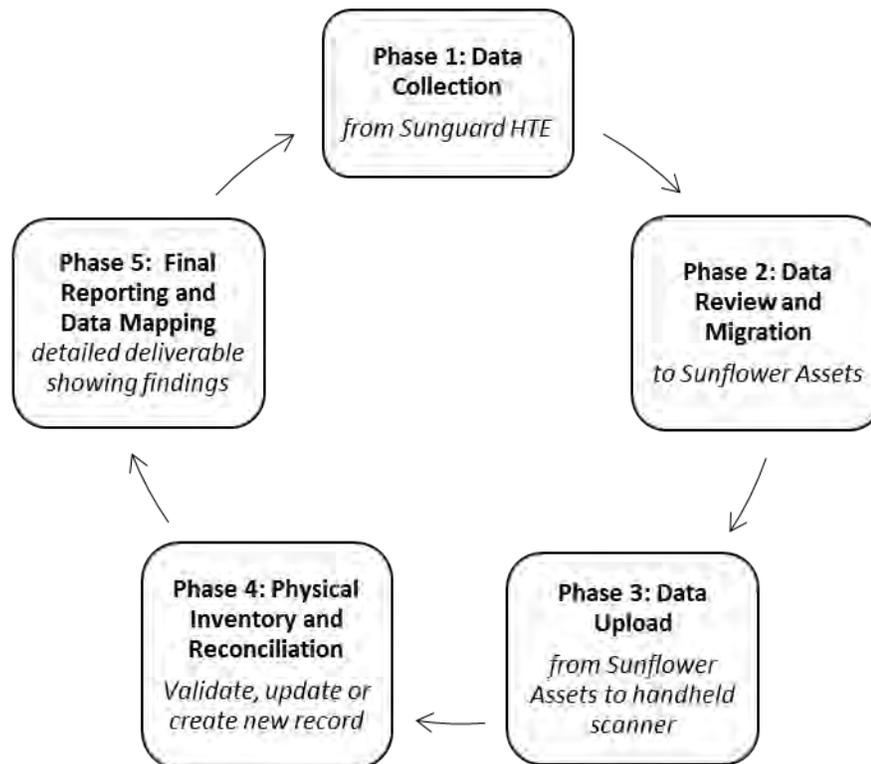
Email: [nmccarthy@sunflowersystems.com](mailto:nmccarthy@sunflowersystems.com) / Cell: (858) 775-4864

## Scope of Services Summary

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT B - APPROVED RATE SCHEDULE



### Cost

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

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

#### Pricing Notes and Assumptions:

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

# **CITY OF HUNTINGTON PARK**

## **City Council Meeting Agenda Tuesday, May 3, 2016**

### **CITY CLERK**

- 14. Discussion Regarding Minutes for City Council Meeting and Policies Pertaining to Official City Recognition**

- DISCUSSION ONLY -



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

May 3, 2016

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

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S FISCAL YEAR (FY) 2016/2017 ANNUAL ACTION PLAN**

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

1. Conduct a public hearing;
2. Consider public testimony and staff's analysis;
3. Adopt the Fiscal Year 2016/2017 Annual Action Plan;
4. Appropriate funds in the City's FY 2016/2017 budget in accordance with the recommended allocations specified in the Annual Action Plan; and
5. Authorize the City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development Department (HUD).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Tonight's public hearing is the second public hearing to discuss the Fiscal Year 2016/17 Annual Action Plan. The first public hearing was held on March 15, 2016 to solicit the City's housing and community development needs. Subsequently, on April 5, 2016 a council meeting was held to accept the Draft FY 2016/2017 Annual Action Plan. Furthermore, a public hearing notice was published on March 31, 2016 to begin a thirty day public review for the proposed Plans.

The purpose of tonight's public hearing is to further elicit public comment and afterwards act on the staff recommendation to adopt and authorize submittal to HUD of the Fiscal Year 2016/2017 Annual Action Plan.

# CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S FISCAL YEAR (FY) 2016/2017 ANNUAL ACTION PLAN

May 3, 2016

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## FISCAL IMPACT/FINANCING

The City will have available in Fiscal Year (FY) 2016/2017 an estimated \$3,346,050 in Federal CDBG and HOME funds. Staff recommends approval to appropriate these funds in the City's FY 2016/2017 Budget under funds 239 and 242. These monies comprise of the following:

An estimated \$2,241,790 in CDBG funds that includes:

- a) Fiscal Year 2016/2017 entitlement allocation of \$1,247,328; and
- b) Estimated carryover of \$994,462. (the unexpended balance of funds from prior years)

Additionally, an estimated \$1,104,260 in HOME comprising:

- a) Fiscal Year 2016/2017 entitlement allocation of \$464,278; and
- b) Estimated unbudgeted carryover of \$639,982 from prior years.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Consolidated Plan provides a strategic framework for the City's housing and community development goals over the next five-year period and sets the vision for allocating federal resources to housing, homelessness, community development and special needs. The Annual Action Plan is a funding strategy that articulates the City's utilization of HUD grant funds and other available resources to undertake programs and projects that will help the City meet the goals and objectives outlined in the Five-Year Consolidated Plan.

***Proposed CDBG and HOME Activities.*** Described below are the priorities, goals, activities, and funding allocations that have been established in the City's Five-Year Consolidated Plan and FY 2015/16 Annual Action Plan. The proposed activities will further the purpose of the CDBG and HOME programs of developing viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.

**CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S  
FISCAL YEAR (FY) 2016/2017 ANNUAL ACTION PLAN**

May 3, 2016

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<b>1. PRIORITY HOUSING NEEDS</b>		
<b>GOAL</b>	<b>IMPLEMENTING PROGRAM(S)</b>	<b>ALLOCATION</b>
<b>Sustain and Strengthen Neighborhoods</b>	<b>Code Enforcement:</b> This program provides for property inspections near CDBG funded activities, target areas, and in census tracts having a predominance of low and moderate-income residents. This project also funds the Neighborhood Improvement Program, which focuses on improving the physical appearance of the City, promoting neighborhood improvement projects, and community empowerment. The implementing agency is the City Community Development Department.	\$436,937 (CDBG)
	<b>Marconi Bungalows (6303 1/2 Marconi Street):</b> The City is contributing \$295,400 in HOME Program funds to the CHDO, Oldtimers Housing Development Corporation-IV, to construct a one-bedroom single-family dwelling built over a four-car garage with tandem parking, and to complete rehabilitation of a two-bedroom detached unit. The proposal provides for on-site improvements, as well as \$45,000 in project delivery soft costs, e.g., underwriting and property inspections. Both two units will be subject to occupancy and affordability restrictions affordable to low income households under HOME and previously provided NSP funds.	\$340,400 (HOME)
<b>Preserve Existing and Create New Affordable Housing</b>	<b>Acquisition / Rehabilitation / New Construction:</b> HOME funds will be used to gap finance an affordable housing project at a location yet to be determined. The implementing agency is the City's Community Development Department.	\$517,434 (HOME)
	<b>Residential Rehabilitation:</b> This program provides financial assistance to owners of single-family homes (one to four units) and rental properties for rehabilitation improvements. Loans of up to \$50,000 are provided to qualified low and moderate income households, with a forgivable component of up to \$25,000 for repairs that correct health and safety violations. The implementing agency is the City's Community Development Department.	\$200,000 (HOME)
	<b>Minor Home Repair:</b> The program provides on a citywide basis free exterior minor home repairs, energy conservation activities, security and safety improvements, exterior refurbishing and painting to eligible low and moderate-income households. The program offers a grant of up to \$5,000 to the homeowner for labor and materials and minor repairs to the property.	\$130,000 (CDBG)

**CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S  
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<b>2. PRIORITY HOMELESS NEEDS</b>		
<b>GOAL</b>	<b>IMPLEMENTING PROGRAM(S)</b>	<b>ALLOCATION</b>
<b>Support Social Service Agencies that Assist Homeless Populations</b>	<b>Southeast Churches Service Center:</b> This program provides a delivery system of essential food products to low and moderate income persons via grocery bags to homeless and at-risk of becoming homeless persons.	\$15,000 (CDBG)
	<b>Salvation Army Southeast Communities/Family Services Program:</b> This program provides services to the homeless, those at-risk of being homeless and low-income families/persons through the provision of various activities including emergency food service for families, senior food bags, showers, clothing and furniture vouchers, emergency motel vouchers and bus tokens.	\$15,000 (CDBG)
<b>3. PRIORITY SPECIAL NEEDS POPULATIONS</b>		
<b>GOAL</b>	<b>IMPLEMENTING PROGRAM(S)</b>	<b>ALLOCATION</b>
<b>Support Social Service Agencies that Assist Special Needs Populations</b>	<b>Huntington Park Senior Program:</b> The HP Senior Program promotes the benefits of leading a healthier lifestyle among older adults through educational workshops, coordinated physical activities, excursions and other recreation-based events and activities.	\$20,000 (CDBG)
<b>4. PRIORITY COMMUNITY FACILITIES</b>		
<b>GOAL</b>	<b>IMPLEMENTING PROGRAM(S)</b>	<b>ALLOCATION</b>
<b>Preserve Existing Public Facilities</b>	<b>Salt Lake Park Splash Pad Project:</b> The development of the Salt Lake Park Splash Pad project addresses the recreational needs identified by community residents during the 2008 Parks and Recreation Master Plan process and subsequent park planning meetings. The construction of this water play facility will responsibly consider the state of California's limited water resources and will feature an eco-friendly water filtration system. Low-income families residing in Huntington Park and the surrounding cities of southeast Los Angeles County, will therefore enjoy and benefit from an amenity that will be built with full consideration to future generations. The allocation of \$160,000 in FY 2016/17 is in addition to the \$150,000 allocated in FY 2015/16, for a total CDBG allocation of \$310,000.	\$160,000 (CDBG)

**CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S  
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<b>5. PRIORITY INFRASTRUCTURE NEEDS</b>		
<b>GOAL</b>	<b>IMPLEMENTING PROGRAM(S)</b>	<b>ALLOCATION</b>
<b>Provide for Needed Infrastructure Improvements</b>	<b>Pacific Boulevard Revitalization Project:</b> CDBG funds will be used for the design and construction of street improvements targeted in the downtown, census tract 5326.05. Street improvements include lighting, sidewalk construction and landscape treatments in parkways and street improvements including crosswalks.	\$520,000 (CDBG)
<b>6. PRIORITY COMMUNITY SERVICES</b>		
<b>GOAL</b>	<b>IMPLEMENTING PROGRAM(S)</b>	<b>ALLOCATION</b>
<b>Provide Needed Community Services to Low/Mod Persons</b>	<b>Parks and Recreation After School Program:</b> This program provides after school supervision at City parks and offers a variety of recreational activities such as sports, a nutrition program, arts and crafts, field trips, and homework assistance. The program serves to improve the safety of the parks for all users, and helps deter crime, vandalism, graffiti and drug use among youth by offering positive alternatives. The Program is offered at the following locations: Freedom Park, Robert Keller Park, Huntington Park Community Center, and Raul R. Perez Memorial Park.	\$75,000 (CDBG)
	<b>HP Library Homework Center:</b> The Center benefits the children of the Huntington Park community by providing a quiet environment where learning and completion of school assignments are encouraged and promoted. Students in grades one through eight may drop in during established hours to receive supervised guidance and assistance in homework related areas, as well as access to online educational resources.	\$10,000 (CDBG)
	<b>Hire HP Youth Workforce and Civic Engagement Program:</b> The Hire Huntington Park Youth, Workforce, and Civic Engagement Pilot Program is designed as a 7-week internship program targeting local Huntington Park high school juniors and seniors, as well as freshman college students. The program will provide support for local youth by building their workforce readiness skills and experience with local businesses and City departments. Interns will end their summer experience by attending a UCLA Unicamp whereby youth participants will participate in a one-week wilderness camping team building experience. Overall, the program provides tutoring, literacy, employment preparation, supportive services, and leadership development.	\$30,000 (CDBG)

**CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S  
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<b>Sustain and Strengthen Neighborhoods</b>	<b>Community Beautification Program (Graffiti Removal):</b> This program provides contracted services to remove graffiti throughout the City, including all streets, public sidewalks, and public and private buildings. All residents of Huntington Park receive improved access to this public service for the purpose of creating a suitable living environment.	\$22,099 (CDBG)
	<b>Fair Housing Services:</b> The City funds the Fair Housing Foundation to affirmatively further fair housing by providing fair housing related services, including housing discrimination counseling and investigative services, landlord-tenant housing dispute resolution services and education and outreach services.	\$10,000 (CDBG)
<b>7. ECONOMIC DEVELOPMENT</b>		
<b>GOAL</b>	<b>IMPLEMENTING PROGRAM(S)</b>	<b>ALLOCATION</b>
<b>Economic Opportunity</b>	<b>Commercial Rehabilitation Program:</b> The program provides up to \$50,000 in rehabilitation assistance to commercial properties for facade and other exterior improvements, to improve handicap accessibility, and to correct code violations. The program also funds project delivery costs related to commercial rehabilitation projects, such as a portion of one staff position, labor compliance consulting fees and architectural consulting fees.	\$399,173 (CDBG)
	<b>Business Assistance and Economic Development:</b> The Program will provide technical support, business resources and referrals to Huntington Park businesses citywide. CDBG funding serves to increase economic development activities by increasing business retention and attraction services such as providing business and financial planning assistance to new and existing businesses and serving as a local resource center. Funds will be used to host workshops and seminars with industry experts to help persons grow their business in Huntington Park.	\$25,000 (CDBG)

# CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S FISCAL YEAR (FY) 2016/2017 ANNUAL ACTION PLAN

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8. OTHER COMMUNITY DEVELOPMENT NEEDS		
GOAL	IMPLEMENTING PROGRAM(S)	ALLOCATION
Planning for Housing and Community Development	<b>CDBG Administration:</b> This program provides for the overall development, financial management, coordination and monitoring of the CDBG program, HUD communication, public participation, as well as planning and urban environmental design and studies. The implementing agency is the City Community Development Department.	\$239,466 (CDBG)
	<b>HOME Administration:</b> Funds provide for the overall development, management, coordination and monitoring of the HOME program as implemented by the Community Development Department.	\$46,427 (HOME)

## CONTRACTING PROCESS

The City followed protocols established in the HUD-mandated Citizen Participation Plan. The City held an initial public hearing on March 15, 2016, to elicit and consider any oral and written public comments on the use of CDBG and HOME funds and then published a summary of the Draft FY 2016/17 Annual Action Plan which initiated a 30-day public review period on March 31, 2016.

Tonight's second public hearing fulfills the citizen participation requirement in the City's Citizen Participation Plan and, upon adoption of the FY 2016/17 Annual Action Plan, completes the submission process. The second public hearing before the City Council will provide citizens with another opportunity to comment on the Plans.

## NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORTS

Neither this public hearing nor a subsequent action by the City Council to adopt the FY 2016/17 Annual Action Plan constitutes a project and, thus, will not invoke an environmental review under Part 58, the implementing regulation for the National Environmental Policy Act (NEPA). Rather, the environmental review process is to be completed prior to undertaking a physical action on a site or contractually committing or expending HUD or non-HUD funds for a federally assisted project.

**CONSIDERATION AND ADOPTION OF THE CITY OF HUNTINGTON PARK'S  
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**CONCLUSION**

Following tonight's public hearing the Fiscal Year 2016/2017 Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development Department (HUD) by the May 13, 2016, deadline for their review and approval. The City will be provided CDBG and HOME funds after HUD and the City execute an agreement (HUD Approval/Agreement, HUD form 7082), which occurs subsequent to HUD's approval of the City's Plan.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



Manuel Acosta  
Economic Development Manager

**ATTACHMENT(S)**

A. FY 2016/2017 Annual Action Plan



# **CITY OF HUNTINGTON PARK**

## **ANNUAL ACTION PLAN**

**JULY 1, 2016 – JUNE 30, 2017**

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

# CITY OF HUNTINGTON PARK 2016/17 ANNUAL ACTION PLAN

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## Executive Summary

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

#### 1. Introduction

The Consolidated Plan is designed to help the City of Huntington Park assess affordable housing and community development needs and market conditions in order to make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the Community Development Block Grant (CDBG) and Home Investment Partnership Act (HOME) programs. The goals are to assist low and moderate-income persons, provide decent housing, create suitable living environments, and expand economic opportunities. Included in the 2015/16 – 2019/20 Consolidated Plan are broad five-year objectives and strategies to accomplish these goals. Specific identifiable benchmarks for measuring progress in realizing the City's strategy are proposed in the Action Plan for 2016/17.

The 2016/17 Annual Action Plan includes an application for funds under two different HUD entitlement programs - Community Development Block Grant (CDBG) and the HOME Investment Partnership Program). Current year entitlements combined with reallocations from prior years bring the total funding for program year 2016/17 to approximately \$3.35 million. The following Annual Action Plan describes resources, programs, activities and actions Huntington Park will use in the coming 2016/17 fiscal year to implement its strategic plan and ultimately achieve its Consolidated Plan goals and objectives, summarized in Table 1 on the following page.

**Table 1 - 2015-2019 Consolidated Plan Priorities, Goals, Implementing Programs, and FY 2016/17 Goals**

Consolidated Plan 5-Year Priority	Consolidated Plan Goals	Implementing Programs	2016/17 Goal	Outcome/Objective*
Priority Housing Needs	Sustain and Strengthen Neighborhoods	<ul style="list-style-type: none"> <li>Code Enforcement</li> </ul>	800 housing units	SL-3
Priority Housing Needs	Preserve Existing and Create New Affordable Housing	<ul style="list-style-type: none"> <li>Marconi Bungalows Project</li> <li>Acquisition / Rehabilitation / New Construction</li> <li>Residential Rehabilitation</li> <li>Minor Home Repair Program</li> </ul>	2 housing units 2 housing units 4 housing units 26 housing units	DH-2 DH-2 DH-1 DH-1
Priority Homeless Needs	Support Social Service Agencies that Assist Homeless Populations	<ul style="list-style-type: none"> <li>Southeast Churches Service Center</li> <li>Salvation Army Southeast Communities</li> </ul>	300 persons 180 persons	SL-1 SL-1
Priority Special Needs Populations	Support Social Service Agencies that Assist Special Needs Populations	<ul style="list-style-type: none"> <li>HP Senior Program</li> </ul>	300 persons	SL-1
Priority Community Facilities	Preserve Existing Public Facilities	<ul style="list-style-type: none"> <li>Salt Lake Park Splash Pad Project</li> </ul>	58,310 persons	SL-1
Priority Infrastructure Needs	Preserve for Needed Infrastructure Improvements	<ul style="list-style-type: none"> <li>Pacific Boulevard Revitalization Project</li> </ul>	3,611 persons	SL-1
Priority Community Services	Provide Needed Community Services to Low/Mod Persons	<ul style="list-style-type: none"> <li>After School Program</li> <li>HP Library Homework Center</li> <li>Hire HP Youth, Workforce and Civic Engagement Pilot Program</li> <li>Community Beautification</li> <li>Fair Housing Services</li> </ul>	500 persons 75 persons 18 persons 58,310 persons 220 persons	SL-1 SL-1 SL-1
Economic Opportunity	Economic Opportunity	<ul style="list-style-type: none"> <li>Commercial Rehabilitation</li> <li>Business Assistance and Economic Development</li> </ul>	4 Businesses 40 Businesses	EO-3 EO-1

Consolidated Plan 5-Year Priority	Consolidated Plan Goals	Implementing Programs	2016/17 Goal	Outcome/ Objective*
Other Housing and Community Development Needs	Planning for Housing and Community Development	<ul style="list-style-type: none"> <li>• CDBG Administration</li> <li>• Fair Housing Foundation</li> <li>• HOME Administration</li> </ul>	N/A	N/A

## **2. Summarize the objectives and outcomes identified in the Plan**

See Table 1 above.

## **3. Evaluation of past performance**

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

### **Decent Housing**

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

### **Suitable Living Environment**

- The City funded a Minor Home Repair program in the first three years of the previous Consolidated Plan. Unfortunately, the program was defunded in the 4<sup>th</sup> year as CDBG funds decreased. Only 16% of the City's goal of providing 150 households with minor home repairs was met. The program was reinstated in FY 2015/16, but with staff shortages and other demands, the program was not implemented. In FY 2016/17, in City

will again fund this program with the assistance of a local non-profit, Los Angeles County Neighborhood Housing Services (NHS).

- The City's Code Enforcement program continues to exceed the goal of assisting 300 housing units each year.
- The Commercial Rehabilitation Program continues to be a popular program with business owners in the City's downtown area (Pacific Boulevard). While the City only met 60% of its 2010-2014 goal to provide 15 loans, due mostly to reductions in staff to implement the program, the program has continued into the new 2015-2019 Consolidated Plan period as a high priority program.
- The City assisted various public service agencies during the previous five-year period. While the City has had to reduce the number of public service programs offered with CDBG funds because of decreases in CDBG entitlement funds, coupled with a past HUD recommendation to fund less organizations because of the high cost to manage each contract, the City continues to exceed its goals in providing youth, homeless, community beautification, and fair housing services to the Huntington Park community.
- The City met its goal to fund two community facility rehabilitation projects. More facility improvement projects are slated for the current 2015-2019 Consolidated Plan period. In 2015/16 specifically, the City allocated \$100,000 for the Soccer Field Lighting Project which was completed during the fiscal year.
- The City did not provide any CDBG assistance towards infrastructure improvements in FY 2015/16; however, this remains a high priority and staff is recommending an allocation of \$520,000 to fund the Pacific Boulevard Revitalization Project.

### **Economic Opportunity**

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

## **4. Summary of citizen participation process and consultation process**

The City of Huntington Park adopted a Citizen Participation Plan to guide the City's citizen participation process. All of Huntington Park's citizens are encouraged to participate in the planning, development, and implementation of the Annual Action Plan. Three public hearings are held by the City each year to discuss issues related to the Consolidated Plan as well as the Annual Action Plan. The first two hearings focus on the needs of the community and development of the Annual Action Plan and provide citizens with an opportunity to comment on the draft Annual

Action Plan. The third public hearing focuses on performance as they relate to housing, homelessness, hazards associated with lead-based paint, accessibility, and community development needs, such as infrastructure and public services. In all cases, a Notice of Public Hearing was published at least 15 days prior to the hearing to provide residents with adequate notice.

A draft 2016/17 Annual Action Plan will be available for public comment for a minimum 30-day period (March 31 – May 3, 2016). City Council public hearings were held on March 15 and May 3, 2016, providing residents and interested parties a final opportunity to comment on the Annual Action Plan prior to adoption and submittal to HUD.

## **5. Summary of public comments**

The City did not receive any written comments on the Consolidated Plan during the 30-day public review, or any public comments at the May 3, 2016 City Council public hearing.

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

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

## **7. Summary**

Key findings of the Needs Assessment include:

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

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

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

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

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

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

Table 2 – Responsible Agencies

#### Narrative

The Lead Agency for the five year (2015/2016 - 2019/2020) Consolidated Plan and the FY 2016/17 Annual Action Plan is the City of Huntington Park, Community Development Department.

#### Consolidated Plan Public Contact Information

##### Manuel Acosta, Economic Development Manager

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

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

### **1. Introduction**

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

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

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

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

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

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

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

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

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

**Table 3 – Agencies, groups, organizations who participated**

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

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

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

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

**Table 4 – Other local / regional / federal planning efforts**

## **AP-12 Participation - 91.105, 91.200(c)**

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

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

#### **Housing and Community Development Needs Survey**

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

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

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

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

#### **Focus Groups**

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

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

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

### **Community Meetings**

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

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

### **FY 2016/17 Annual Action Plan**

The City of Huntington Park has a citizen participation plan to guide the City's CDBG citizen participation process. All of Huntington Park's citizens are encouraged to participate in the planning, development, and implementation of the Annual Action Plan. Organizations receiving direct CDBG funding are in regular contact with City staff. Other organizations are consulted as-needed or have been present at various public hearings held by the City. Three public hearings are held each year by the City to discuss issues related to the Consolidated Plan as well as the Annual Action Plan. The first two hearings focus on the needs of the community and development of the Annual Action Plan and provide citizens with an opportunity to comment on the draft Annual Action Plan. The third public hearing focuses on performance as they relate to housing, homelessness, hazards associated with lead-based paint, accessibility, and community development needs, such as infrastructure and public services. In all cases, a Notice of Public Hearing was published at least 15 days prior to the hearing to provide residents with adequate notice.

A draft 2016/17 Annual Action Plan will be available for public comment for a minimum 30-day period (March 31 – May 3, 2016). City Council public hearings were held on March 15 and May 3, 2016, providing residents and interested parties a final opportunity to comment on the Annual Action Plan prior to adoption and submittal to HUD.

<b>Citizen Participation Outreach Mode of Outreach</b>	<b>Target of Outreach</b>	<b>Summary of response/attendance</b>	<b>Summary of comments received</b>	<b>Summary of comments not accepted and reasons</b>	<b>URL (If applicable)</b>
Newspaper Ad	Non-targeted/broad community	A newspaper advertisement was published inviting citizens to attend the Needs and Priorities public hearing on 3/15/16.	No comments were received.	No comments were received.	N/A
Public Hearing	Non-targeted/broad community	A public meeting was held before the City Council to solicit input on needs and priorities for the Consolidated Plan. (3/15/16)	No comments were received.	No comments were received.	N/A
Public Meeting	Non-targeted/ broad community	A public meeting will be held before the City Council to present the draft FY 2016/17 Annual Action Plan and initiate the 30-day public review.	No comments were received.	No comments were received.	N/A
Newspaper Ad	Non-targeted/ broad community	A newspaper advertisement was published to solicit public comment on the draft 2016/17 Annual Action Plan and to invite citizens to attend the final public hearing to adopt the FY 2016/17 Annual Action Plan.	No comments were received.	No comments were received.	N/A

Citizen Participation Outreach Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
Public Hearing	Non-targeted/ broad community	A final public hearing will be held before the City Council for adoption of the FY 2016/17 Annual Action Plan (5/3/16)	This information will be added after the public hearing is held.	N/A	N/A

**Table 5 - Citizen Participation Outreach**

## Expected Resources

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

Table 6 summarizes the major sources of funding available to carry out housing and community development activities during the 2016/17 fiscal year.

For fiscal year 2016/17, the City of Huntington Park will have an estimated total of \$2,241,790 in CDBG funds. This total amount is comprised of \$1,247,328 in Fiscal 2016/17 CDBG entitlement funds and \$994,462 in prior year unallocated CDBG funds carried forward. The City does not have any income from float-funded activities or surplus from urban renewal settlements, sale of real property, prior period adjustments, loans outstanding or written off, CDBG acquired property available for sale, or lump sum drawdown payments. Nor is the City funding any “urgent need activities.” CDBG funds will be used for public services, public facility improvements, infrastructure improvements, code enforcement, a minor home repair program, and CDBG administration. An estimated 80 percent in CDBG funds will be used for activities that benefit persons of low and moderate income.

The City of Huntington Park will also have an estimated \$1,104,260 in HOME Program funds comprised of a FY 2016/17 allocation of \$464,278, and an estimated carryover balance of \$639,982. The City will use HOME funds for administration of the HOME program, residential rehabilitation, a rehabilitation project with a local CHDO, the Oldtimers Housing Development Corporation (OHDC), at 6303 ½ Marconi Street, and for a potential acquisition and rehabilitation project.

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

## Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$1,247,328	\$0	\$994,462	\$2,241,790	\$3,741,984	Entitlement funds allocation plus prior-year resources.
HOME	Public – federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$464,278	\$0	\$639,982	\$1,104,260	\$1,392,834	Entitlement allocation plus prior-year resources.

Table 6 - Expected Resources – Priority Table

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

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

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

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

Not applicable.

## AP-20 Annual Goals and Objectives

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome +1Indicator
1	Sustain and Strengthen Neighborhoods	2016	2017	Non-Housing Community Development	City of Huntington Park	Priority Housing Needs	\$436,937 (CDBG)	Housing Code Enforcement/ Foreclosed Property Care – <b>800 Housing Units</b> (Code Enforcement)
2	Preserve Existing and Create New Affordable Housing	2016	2017	Affordable Housing	City of Huntington Park	Priority Housing Needs	\$130,000 (CDBG) \$1,057,834 (HOME)	Rental Units Rehabilitated – <b>4 Household Housing Units</b> (Marconi Bungalows; Acquisition/Rehab/New Construction)  Homeowner Units Rehabilitated – <b>30 Household Housing Units</b> (Residential Rehabilitation; Minor Home Repair)
3	Support Social Service Agencies that Assist Homeless Populations	2016	2017	Homeless Non-Housing Community Development	City of Huntington Park	Priority Homeless Needs	\$30,000	Public service activities other than Low/Mod Income Housing Benefit - <b>580 Persons Assisted</b> (Southeast Churches Service Center; Salvation Army Southeast Communities)
4	Support Social Service Agencies that Assist Special Needs Populations	2016	2017	Non Homeless Special Needs	City of Huntington Park	Priority Special Needs Populations	\$20,000	Public service activities other than Low/Mod Income Housing Benefit – <b>300 Persons Assisted</b> (HP Senior Program)

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Preserve Existing Public Facilities	2016	2017	Non-Housing Community Development	City of Huntington Park	Priority Community Facilities	\$160,000 (CDBG)	Public Facility or Infrastructure Activities other than Low/Mod Income Housing Benefit – <b>58,310 Persons Assisted</b> (Salt Lake Park Splash Pad Project)
6	Provide for Needed Infrastructure Improvements	2016	2017	Non-Housing Community Development	City of Huntington Park	Priority Infrastructure Needs	\$520,000	Public Facility or Infrastructure Activities other than Low/Mod Income Housing Benefit – <b>3,611 Persons Assisted</b> (Pacific Boulevard Revitalization Project)
7	Provide Needed Community Services to Low/Mod Persons	2016	2017	Non-Housing Community Development		Priority Community Services	\$147,099 (CDBG)	Public service activities other than Low/Mod Income Housing Benefit – <b>593 Persons Assisted</b> (Youth: P&R After School Project; HP Library Homework Center; HP Youth Workforce & Civic Engagement Program) Public service activities other than Low/Mod Income Housing Benefit – <b>58,310 Persons Assisted</b> (General Public Services: Community Beautification) Public service activities other than Low/Mod Income Housing Benefit – <b>220 Persons Assisted</b> (Fair Housing)

8	Provide Economic Opportunity	2016	2017	Non-Housing Community Development	City of Huntington Park	Economic Opportunity	\$424,173 (CDBG)	Businesses assisted – <b>40 Businesses assisted</b> (Business Assistance & Economic Development Program)  Façade treatment/business building rehabilitation – <b>4 Businesses</b> (Commercial Rehabilitation)
9	Planning for Housing and Community Development	2016	2017	Other: Administration	City of Huntington Park	Other Housing and Community Development Needs	\$239,466 (CDBG)  \$46,427 (HOME)	CDBG Administration  HOME Administration

**Table 8 – Goals Summary**

### Goal Descriptions

<b>1</b>	<b>Goal Name</b>	<b>Sustain and Strengthen Neighborhoods</b>
	<b>Goal Description</b>	Using CDBG funds, the City will sustain and strengthen neighborhoods by eliminating unsafe conditions and blight while improving the quality of life of residents within the community. (Project: Code Enforcement)
<b>2</b>	<b>Goal Name</b>	<b>Preserve Existing and Create New Affordable Housing</b>
	<b>Goal Description</b>	HOME funds will also be used to assist affordable housing developers in the acquisition, construction and/or rehabilitation of low-income rental and/or owner housing units. The City will also use CDBG funds for minor rehabilitation programs for low and moderate income homeowners. (Projects: Marconi Bungalows; Acquisition/Rehab, New Construction; Residential Rehab; Minor Home Repair)
<b>3</b>	<b>Goal Name</b>	<b>Support Social Service Agencies that Assist Homeless Populations</b>
	<b>Goal Description</b>	Using CDBG public service funds, the City will provide assistance to homeless service providers including, but not limited to, Southeast Churches Service Center and Salvation Army. (Project: Southeast Churches Service Center Emergency Food Program; Salvation Army Southeast Communities Family Services Program)
<b>4</b>	<b>Goal Name</b>	<b>Support Social Service Agencies that Assist Special Needs Populations</b>
	<b>Goal Description</b>	Using CDBG public service funds, the City will provide assistance to special needs service providers including, but not limited to, the Huntington Park Parks and Recreation Department for the Huntington Park Senior Program. (Project: HP Senior Program)

<b>5</b>	<b>Goal Name</b>	<b>Preserve Existing Public Facilities</b>
	<b>Goal Description</b>	Using CDBG funds, the City will provide financial assistance to improve public facilities and parks. (Projects: Salt Lake Park Splash Pad Project; other TBD)
<b>6</b>	<b>Goal Name</b>	<b>Provide for Needed Infrastructure Improvements</b>
	<b>Goal Description</b>	Infrastructure improvements cover such issues as upgrades or expansion of streets, sidewalks, curbs and gutters, sewer and drainage systems, and street lights, and are in general an eligible expenditure for CDBG funds within low and moderate-income areas. (Projects: Pacific Boulevard Revitalization Project)
<b>7</b>	<b>Goal Name</b>	<b>Provide Needed Community Services to Low/Mod Persons</b>
	<b>Goal Description</b>	Using CDBG public service funds, the City will provide assistance to various social service agencies for programs for youth, fair housing, anti-crime, and general public services. Services must benefit at least 51 percent low/mod persons. (Projects: P&R After School Program; HP Library Homework Center; Fair Housing Services; Community Beautification; Hire HP Youth, Workforce, and Civic Engagement Program)
<b>8</b>	<b>Goal Name</b>	<b>Provide Economic Opportunity</b>
	<b>Goal Description</b>	Using CDBG funds, the City will support projects and programs targeted to low and moderate-income business owners, or persons wishing to start or expand a business. The city will pursue a partnership with a local Small Business Assistance Center to administer the City's Economic Development Program and to implement the goals outlined in the City's 2013 Economic Development strategy. (Projects: Commercial Rehabilitation; Business Assistance and Economic Development)
<b>9</b>	<b>Goal Name</b>	<b>Planning for Housing and Community Development</b>
	<b>Goal Description</b>	The City will conduct the following administration/planning activities: (1) General Administration of the overall CDBG and HOME Program, including preparation of budget, applications, certifications and agreements, (2) Coordination of all CDBG-funded capital improvement projects, (3) Coordination of the Public Service Subrecipients, (4) Coordination of all HOME-funded housing projects, (5) Monitoring of all CDBG and HOME projects/programs to ensure compliance with federal regulations, (6) Preparation of the Annual Action Plan, and (7) Preparation of the Consolidated Annual Performance and Evaluation Report (CAPER). The City may use up to 20% of its annual CDBG entitlement on administration activities; and 10% is allowed for HOME administration activities. (Project: CDBG Administration; HOME Administration)

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

As presented in Table 7 above, the City's one-year goal is to provide affordable housing opportunities to 8 extremely low, low, and moderate income households through the following activities:

- Marconi Bungalows (6303 ½ Marconi Street): Working with a local CHDO, the Oldtimers Housing Development Corp., the City will rehabilitate 2 units which will make them subject to occupancy and affordability restrictions affordable to low income households under HOME and previously provided NSP funds.
- Acquisition / Rehabilitation: Huntington Park will pursue another affordable housing project with approximately 2 units to be managed and operated by local CHDO.
- Residential Rehabilitation Program: The City will offer rehabilitation assistance to 4 extremely low, low, and moderate income households.

### **AP-35 Projects – 91.220(d)**

The following projects are based on the City’s identified priority needs and activities. Projects/programs operated citywide are noted. The majority of the projects are targeted low and moderate income persons, or neighborhoods in census tracts with 51% or more who are low- or moderate-income. All proposed activities are eligible and meet program service targets.

## Projects

Project Name	Target Area	Goals Supported	Needs Addressed	Funding
Code Enforcement	City of Huntington Park	Sustain and Strengthen Neighborhoods	Priority Housing Needs	CDBG: \$436,937
Marconi Bungalows (6303 ½ Marconi Street)	City of Huntington Park	Preserve Existing and Create New Affordable Housing	Priority Housing Needs	HOME: \$340,400
Acquisition / Rehabilitation / New Construction	City of Huntington Park	Preserve Existing and Create New Affordable Housing	Priority Housing Needs	HOME: \$517,433
Residential Rehabilitation	City of Huntington Park	Preserve Existing and Create New Affordable Housing	Priority Housing Needs	HOME: \$200,000
Minor Home Repair	City of Huntington Park	Preserve Existing and Create New Affordable Housing	Priority Housing Needs	CDBG: \$130,000
Southeast Churches Service Center Emergency Food Program	City of Huntington Park	Support Social Service Agencies that Assist Homeless Populations	Priority Homeless Needs	CDBG: \$15,000
Salvation Army Southeast Communities Family Services Program	City of Huntington Park	Support Social Service Agencies that Assist Homeless Populations	Priority Homeless Needs	CDBG: \$15,000
Huntington Park Senior Program	City of Huntington Park	Support Social Service Agencies that Assist Special Needs Populations	Priority Special Needs	CDBG: \$20,000
Salt Lake Park Splash Pad Project	City of Huntington Park	Preserve Existing Public Facilities	Priority Community Facilities	CDBG: \$160,000
Pacific Boulevard Revitalization Project	City of Huntington Park	Provide for Needed Infrastructure Improvements	Priority Infrastructure Needs	CDBG: \$520,000
Parks and Recreation After School Program	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$75,000
Huntington Park Library Homework Center	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$10,000
Hire HP Youth, Workforce, and Civic Engagement Program	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$30,000

Project Name	Target Area	Goals Supported	Needs Addressed	Funding
Community Beautification (Graffiti Removal)	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$22,099
Fair Housing Services	City of Huntington Park	Provide Needed Community Services to Low/Mod Persons	Priority Community Services	CDBG: \$10,000
Commercial Rehabilitation	City of Huntington Park	Economic Opportunity	Economic Opportunity	CDBG: \$399,173
Business Assistance and Economic Development	City of Huntington Park	Economic Opportunity	Economic Opportunity	CDBG: \$25,000
CDBG Administration	City of Huntington Park	Planning for Housing and Community Development	Other Housing and Community Development Needs	CDBG: \$239,466
HOME Administration	City of Huntington Park	Planning for Housing and Community Development	Other Housing and Community Development Needs	HOME: \$46,427

**Table 8 – FY 2015/16 Projects**

**Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The Housing and Homeless Needs Assessment of the Consolidated Plan discusses housing need by income category. Income levels identified are 1) extremely low-income; 2) very low-income, and; 3) low- and moderate-income households. Based on HUD recommendations, general relative priorities for funding will be as follows:

**HIGH PRIORITY:** Activities to address this need will be funded during the five-year period.

**MEDIUM PRIORITY:** If funds are available, activities to address this need may be funded by the City during the five-year period. The City may also use other sources of funds and take actions to locate other sources of funds.

**LOW PRIORITY:** It is not likely the City will fund activities to address this need during the five-year period.

The highest priority has been assigned to the needs of the lowest income residents, based on the assumption that in this high cost real estate market, they are at greater risk of displacement, homelessness or other serious housing situations due to limited financial resources and other limitations they may face.

The Consolidated Plan identifies several obstacles in meeting underserved needs, including the high and sustained demand for public services, as well as the shortage of funding to address the community's needs.

## AP-38 Projects Summary

### Project Summary Information

<b>1</b>	<b>Project Name</b>	Code Enforcement
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Sustain and Strengthen Neighborhoods
	<b>Needs Addressed</b>	Priority Housing Needs
	<b>Funding</b>	CDBG: \$436,937
	<b>Description</b>	This program provides for property inspections near CDBG funded activities, target areas, and in census tracts having a predominance of low and moderate-income residents. This project also funds the Neighborhood Improvement Program, which focuses on improving the physical appearance of the City, promoting neighborhood improvement projects, and community empowerment. The implementing agency is the City Police Department.
	<b>Target Date</b>	
	<b>Location Description</b>	Citywide.
	<b>Planned Activities</b>	Same as description.
<b>2</b>	<b>Project Name</b>	Marconi Bungalows (6303 ½ Marconi Street)
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Preserve Existing and Create New Affordable Housing
	<b>Needs Addressed</b>	Priority Housing Needs
	<b>Funding</b>	HOME: \$340,400
	<b>Description</b>	The City is contributing \$295,400 in HOME Program funds to the CHDO, Oldtimers Housing Development Corporation-IV, to construct a one-bedroom single-family dwelling built over a four-car garage with tandem parking, and to complete rehabilitation of a two-bedroom detached unit. The proposal provides for on-site improvements, as well as \$45,000 in project delivery soft costs, e.g., underwriting and property inspections. Both two units will be subject to occupancy and affordability restrictions affordable to low income households under HOME and previously provided NSP funds.
	<b>Target Date</b>	
	<b>Location Description</b>	6303 ½ Marconi Street, Huntington Park
	<b>Planned Activities</b>	Same as in description.

<b>3</b>	<b>Project Name</b>	Acquisition / Rehabilitation / New Construction
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Preserve Existing and Create New Affordable Housing
	<b>Needs Addressed</b>	Priority Housing Needs
	<b>Funding</b>	HOME: \$517,434
	<b>Description</b>	HOME funds will be used to gap finance an affordable housing project at a location yet to be determined. The implementing agency is the City's Community Development Department.
	<b>Target Date</b>	
	<b>Location Description</b>	To be determined.
	<b>Planned Activities</b>	Same as in description.
<b>4</b>	<b>Project Name</b>	Residential Rehabilitation
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Preserve Existing and Create New Affordable Housing
	<b>Needs Addressed</b>	Priority Housing Needs
	<b>Funding</b>	HOME: \$200,000
	<b>Description</b>	This program provides financial assistance to owners of single-family homes (one to four units) and rental properties for rehabilitation improvements. Loans of up to \$50,000 are provided to qualified low and moderate income households, with a forgivable component of up to \$25,000 for repairs that correct health and safety violations. The implementing agency is the City's Community Development Department.
	<b>Target Date</b>	
	<b>Location Description</b>	Various
	<b>Planned Activities</b>	Same as in description.

<b>5</b>	<b>Project Name</b>	Minor Home Repair
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Preserve Existing and Create New Affordable Housing
	<b>Needs Addressed</b>	Priority Housing Needs
	<b>Funding</b>	CDBG: \$130,000
	<b>Description</b>	The program provides on a citywide basis free exterior minor home repairs, energy conservation activities, security and safety improvements, exterior refurbishing and painting to eligible low and moderate-income households. The program offers a grant of up to \$5,000 to the homeowner for labor and materials and minor repairs to the property.
	<b>Target Date</b>	
	<b>Location</b>	Various
	<b>Description</b>	
	<b>Planned Activities</b>	Same as description.
<b>6</b>	<b>Project Name</b>	Southeast Churches Service Center
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Support social service agencies that assist homeless populations
	<b>Needs Addressed</b>	Priority Homeless Needs
	<b>Funding</b>	CDBG: \$15,000
	<b>Description</b>	This program provides a delivery system of essential food products to low and moderate income persons via grocery bags to homeless and at-risk of becoming homeless persons.
	<b>Target Date</b>	
	<b>Location</b>	2780 Gage Avenue, Huntington Park CA 90255
	<b>Description</b>	
	<b>Planned Activities</b>	Same as description.

<b>7</b>	<b>Project Name</b>	Salvation Army Southeast Communities/Family Services Program
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Support social service agencies that assist homeless populations
	<b>Needs Addressed</b>	Priority Homeless Needs
	<b>Funding</b>	CDBG: \$15,000
	<b>Description</b>	This program provides services to the homeless, those at-risk of being homeless and low-income families/persons through the provision of various activities including emergency food service for families, senior food bags, showers, clothing and furniture vouchers, emergency motel vouchers and bus tokens.
	<b>Target Date</b>	
	<b>Location Description</b>	2965 Gage Avenue, Huntington Park CA 90255
	<b>Planned Activities</b>	Same as description.
<b>8</b>	<b>Project Name</b>	Huntington Park Senior Program
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Support social service agencies that assist special needs populations
	<b>Needs Addressed</b>	Priority Special Needs Populations
	<b>Funding</b>	CDBG: \$20,000
	<b>Description</b>	The HP Senior Program promotes the benefits of leading a healthier lifestyle among older adults through educational workshops, coordinated physical activities, excursions and other recreation-based events and activities.
	<b>Target Date</b>	
	<b>Location Description</b>	Huntington Park Community Center 3401 East Florence Avenue, Huntington Park CA 90255
	<b>Planned Activities</b>	Same as description.

<b>9</b>	<b>Project Name</b>	Salt Lake Park Splash Pad Project
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Preserve Existing Public Facilities
	<b>Needs Addressed</b>	Priority Community Facilities
	<b>Funding</b>	CDBG: \$160,000
	<b>Description</b>	The development of the Salt Lake Park Splash Pad project addresses the recreational needs identified by community residents during the 2008 Parks and Recreation Master Plan process and subsequent park planning meetings. The construction of this water play facility will responsibly consider the state of California's limited water resources and will feature an eco-friendly water filtration system. Low-income families residing in Huntington Park and the surrounding cities of southeast Los Angeles County, will therefore enjoy and benefit from an amenity that will be built with full consideration to future generations. The allocation of \$160,000 in FY 2016/17 is in addition to the \$150,000 allocated in FY 2015/16, for a total CDBG allocation of \$310,000.
	<b>Target Date</b>	
	<b>Location</b>	Salt Lake Park
	<b>Description</b>	3401 East Florence Avenue, Huntington Park CA 90255
	<b>Planned Activities</b>	Same as description.
<b>10</b>	<b>Project Name</b>	Pacific Boulevard Revitalization Project
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Provide for Needed Infrastructure Improvements
	<b>Needs Addressed</b>	Priority Infrastructure Needs
	<b>Funding</b>	CDBG: \$520,000
	<b>Description</b>	CDBG funds will be used for the design and construction of street improvements targeted in the downtown, census tract 5326.05. Street improvements include lighting, sidewalk construction and landscape treatments in parkways and street improvements including crosswalks.
	<b>Target Date</b>	
	<b>Location</b>	Pacific Boulevard, Randolph Street, and Florence Street.
	<b>Description</b>	
	<b>Planned Activities</b>	Same as description.

<b>11</b>	<b>Project Name</b>	Park and Recreation After School Program
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Provide Needed Community Services to Low/Mod Persons
	<b>Needs Addressed</b>	Priority Community Services
	<b>Funding</b>	CDBG: \$75,000
	<b>Description</b>	This program provides after school supervision at City parks and offers a variety of recreational activities such as sports, a nutrition program, arts and crafts, field trips, and homework assistance. The program serves to improve the safety of the parks for all users, and helps deter crime, vandalism, graffiti and drug use among youth by offering positive alternatives. The Program is offered at the following locations: Freedom Park, Robert Keller Park, Huntington Park Community Center, and Raul R. Perez Memorial Park.
	<b>Target Date</b>	
	<b>Location Description</b>	Various Locations
	<b>Planned Activities</b>	Same as description.
<b>12</b>	<b>Project Name</b>	Huntington Park Library Homework Center
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Provide Needed Community Services to Low/Mod Persons
	<b>Needs Addressed</b>	Priority Community Services
	<b>Funding</b>	CDBG: \$10,000
	<b>Description</b>	The Center benefits the children of the Huntington Park community by providing a quiet environment where learning and completion of school assignments are encouraged and promoted. Students in grades one through eight may drop in during established hours to receive supervised guidance and assistance in homework related areas, as well as access to online educational resources.
	<b>Target Date</b>	
	<b>Location Description</b>	Huntington Park Library 6518 Miles Avenue, Huntington Park, CA 90255
	<b>Planned Activities</b>	Same as description.

<b>13</b>	<b>Project Name</b>	Hire HP Youth Workforce and Civic Engagement Program
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Provide Needed Community Services to Low/Mod Persons
	<b>Needs Addressed</b>	Priority Community Services
	<b>Funding</b>	CDBG: \$30,000
	<b>Description</b>	The Hire Huntington Park Youth Workforce and Civic Engagement Pilot Program is designed as a 7-week internship program targeting local Huntington Park high school juniors and seniors, as well as freshman college students. The program will provide support for local youth by building their workforce readiness skills and experience with local businesses and City departments. Interns will end their summer experience by attending a UCLA Unicamp whereby youth participants will participate in a one-week wilderness camping team building experience. Overall, the program provides tutoring, literacy, employment preparation, supportive services, and leadership development.
	<b>Target Date</b>	
	<b>Location Description</b>	Citywide.
	<b>Planned Activities</b>	Same as Description.
<b>14</b>	<b>Project Name</b>	Community Beautification / Graffiti Removal
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Provide Needed Community Services to Low/Mod Persons
	<b>Needs Addressed</b>	Priority Community Services
	<b>Funding</b>	CDBG: \$22,099
	<b>Description</b>	This program provides contracted services to remove graffiti throughout the City, including all streets, public sidewalks, and public and private buildings. All residents of Huntington Park receive improved access to this public service for the purpose of creating a suitable living environment.
	<b>Target Date</b>	
	<b>Location Description</b>	Citywide.
	<b>Planned Activities</b>	Same as Description.

<b>15</b>	<b>Project Name</b>	Fair Housing Services
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Provide Needed Community Services to Low/Mod Persons
	<b>Needs Addressed</b>	Priority Community Services
	<b>Funding</b>	CDBG: \$10,000
	<b>Description</b>	The City funds the Fair Housing Foundation to affirmatively further fair housing by providing fair housing related services, including housing discrimination counseling and investigative services, landlord-tenant housing dispute resolution services and education and outreach services.
	<b>Target Date</b>	
	<b>Location</b>	Citywide
	<b>Description</b>	
	<b>Planned Activities</b>	Same as description.
<b>16</b>	<b>Project Name</b>	Commercial Rehabilitation
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Economic Opportunity
	<b>Needs Addressed</b>	Economic Opportunity
	<b>Funding</b>	CDBG: \$399,173
	<b>Description</b>	The program provides up to \$50,000 in rehabilitation assistance to commercial properties for facade and other exterior improvements, to improve handicap accessibility, and to correct code violations. The program also funds project delivery costs related to commercial rehabilitation projects, such as a portion of one staff position, labor compliance consulting fees and architectural consulting fees.
	<b>Target Date</b>	
	<b>Location</b>	Various locations
	<b>Description</b>	
	<b>Planned Activities</b>	Same as description.

<b>17</b>	<b>Project Name</b>	Business Assistance and Economic Development
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Economic Opportunity
	<b>Needs Addressed</b>	Economic Opportunity
	<b>Funding</b>	CDBG: \$25,000
	<b>Description</b>	The City's business assistance and economic development program, to be administered by the Hub Cities Consortium via a subrecipient agreement with the City of Huntington Park, will outreach to businesses in the city. The program, called the Huntington Park Business Assessment and Economic Development Program, will offer services including: free Labor Market Survey Analysis (LMSA); Business Needs Analyses (BNA); employment/job training; and job placement. The goal of Hub Cities Consortium is to offer valuable resources, expertise, and business assistance tools to the business community.
	<b>Target Date</b>	
	<b>Location</b>	Community Development Department
	<b>Description</b>	6550 Miles Avenue, Huntington Park CA 90255
	<b>Planned Activities</b>	Same as description.
<b>18</b>	<b>Project Name</b>	CDBG Administration
	<b>Target Area</b>	City of Huntington Park
	<b>Goals Supported</b>	Planning for Housing and Community Development
	<b>Needs Addressed</b>	Other Housing and Community Development Needs
	<b>Funding</b>	CDBG: \$239,466
	<b>Description</b>	This program provides for the overall development, financial management, coordination and monitoring of the CDBG program, HUD communication, public participation, as well as planning and urban environmental design and studies. The implementing agency is the City Community Development Department.
	<b>Target Date</b>	
	<b>Location</b>	Community Development Department
	<b>Description</b>	6550 Miles Avenue, Huntington Park CA 90255
	<b>Planned Activities</b>	Same as description.

<b>19 Project Name</b>	HOME Administration
<b>Target Area</b>	City of Huntington Park
<b>Goals Supported</b>	Planning for Housing and Community Development
<b>Needs Addressed</b>	Other Housing and Community Development Needs
<b>Funding</b>	HOME: \$46,427
<b>Description</b>	Funds provide for the overall development, management, coordination and monitoring of the HOME program as implemented by the Community Development Department.
<b>Target Date</b>	
<b>Location</b>	Community Development Department
<b>Description</b>	6550 Miles Avenue, Huntington Park CA 90255
<b>Planned Activities</b>	Same as description.

## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

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

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

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

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

Based on the CHAS tables provided by HUD (extrapolated from 2007-2011 ACS data), the following summarizes two key housing problems in Huntington Park:

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

For homeless persons or persons at-risk of becoming homeless, the most significant problem is the lack of affordable rental housing. This problem has been compounded by decreases in funding available through Section 8 and HOME, and the loss of Redevelopment Housing funds. For chronically homeless persons and transitional age youth, there is an insufficient inventory of transitional housing and permanent housing with supportive services designed to meet the specific needs of these populations who often struggle with physical and mental health problems in addition to substance abuse issues.

In addition to the lack of affordable rental housing, the City's Consolidated Plan recognizes the need for owner and renter rehabilitation. The age of a community's housing stock can provide an indicator of overall housing conditions. Typically housing over 30 years in age is likely to need rehabilitation work to major elements of the structure, such as roofing, siding, plumbing and electrical systems. As a mature community, the majority of Huntington Park's housing stock consists of units older than 30 years of age. Among owner-occupied housing, 78% of units were constructed prior to 1980. Similarly, a substantial proportion of Huntington Park's rental housing is greater than 30 years in age (83%); this housing typically suffers more wear-and-tear from tenants than owner-occupied housing. Additionally, an estimated 15% of the City's housing is in substandard condition (2,300 units). The biggest contributors to substandard housing are the City's aging housing stock, household overcrowding, and absentee landlords.

One Year Goals for the Number of Households to be Supported	
Homeless	
Non-Homeless	8
Special-Needs	
Total	8

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through	
Rental Assistance	
The Production of New Units	3
Rehab of Existing Units	5
Acquisition of Existing Units	
Total	8

**Table 10 - One Year Goals for Affordable Housing by Support Type**

### Discussion

The City is proposing to use HOME funds to rehabilitate one unit and construct one unit, for a total of two units, at 6303 ½ Marconi Street, Huntington Park. The project is being done with a local CHDO, the Oldtimers Housing Development Corp. Both units will be subject to occupancy and affordability restrictions affordable to low income households under HOME and previously provided NSP funds. Also, the City will implement a residential rehabilitation program to address the substandard issues described above. The City will also pursue another affordable housing project with a local Community Housing Development Organization (CHDO). The City will extend gap financing to acquire and support construction of affordable permanent rental housing, likely to be made available to transition aged youth (TAY). While a location is yet to be determined, the City will attempt to address the two key problems described above: 1) renter cost burden; and 2) household overcrowding.

## **AP-60 Public Housing – 91.220(h)**

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

### **Actions planned during the next year to address the needs to public housing**

Not applicable.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Not applicable.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Not applicable.

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

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

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

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

**Table 12 – Changes in Homeless Population in LA CoC (Including Hidden Homeless) 2011-2013**

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

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

Furthermore, 46,303 are single adults, 6,678 are families with children, and 817 are unaccompanied youth. Over 70 percent of the total number of homeless persons were male. Finally, shelter counts fell 23% since 2011: emergency shelters fell over 34 percent from 9,855 in 2011 to 6,468 in 2013; transitional shelters fell almost 8 percent from 6,982 in 2011 to 6,445 in 2013; and safe haven shelters decreased over 50 percent from 45 in 2011 to 21 in 2013.

**Table 13 – Changes in LA CoC Homeless Population, 2011-2013**

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

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

**Table 14 – Changes in LA CoC Shelter Counts, 2011-2013**

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

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

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

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

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

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

Huntington Park's homeless population is estimated to range between 30-50 persons. City Code Enforcement staff indicate there are approximately 30 chronic homeless in the City, consisting predominately of single men. According to City staff, a large majority of the City's homeless are chronic substance abusers, have been homeless for several years and are more service resistant than those who have only been homeless for a short period of time. While staff reports no "visible" homeless families, the City is the only jurisdiction in the immediate area that allows

overnight street parking, and as a result temporarily homeless individuals and families from the greater area come to Huntington Park to sleep in their cars overnight.

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

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

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

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

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

**Addressing the emergency shelter and transitional housing needs of homeless persons**

Huntington Park addresses the emergency and transitional needs of the homeless and other persons needing shelter by actively participating in programs administered by public and quasi-public agencies. While no emergency shelters are located in Huntington Park, a 340 bed regional shelter is located in the adjacent city of Bell. The Bell Shelter, operated by the Salvation Army, provides emergency and transitional care for up to 340 homeless adults, including 154 in the shelter, 128 in the drug and alcohol program, and 49 in longer-term transitional housing. In

addition to a place to stay, the Bell Shelter provides case management; substance abuse rehabilitation; counseling; on-site health care and medical referrals; computer training, job training and job search program; veterans' reintegration program; and life skills classes. On-site adult education classes are offered through the LA Unified School District, which can lead to various vocational certificates. ESL classes are also offered. Bell Shelter collaborated with the County of Los Angeles Department of Mental Health and the Veterans Administration to provide a new, 76,000-foot renovated shelter, targeting homeless, mentally ill, veterans and persons seeking alcohol and drug recovery.

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

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

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

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

In an ongoing effort to continue to address the needs of the homeless and those at risk of homelessness, the City will include a greater focus on the development of sustainable and

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

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

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

Homeless individuals or families and those at-risk of homelessness have the opportunity to get connected to supportive services, treatments, public resources and support groups through the Salvation Army and Southeast Churches Service Center (SCSC). The City supports both of these organizations through CDBG funds.

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

## **AP-75 Barriers to affordable housing – 91.220(j)**

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

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

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

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

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

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

To specifically address the removal of barriers for persons with disabilities, Huntington Park recently adopted a Reasonable Accommodation Ordinance. The Ordinance clearly sets forth the procedures under which a disabled person may request a reasonable accommodation in application of the City's land use and zoning regulations. Such a request may include a modification or exception to the requirements for siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers. Reasonable accommodation requests may be approved administratively the Community Development Director, eliminating the requirement for the disabled applicant to undergo a zoning variance.

## **AP-85 Other Actions – 91.220(k)**

### **Actions planned to address obstacles to meeting underserved needs**

The City of Huntington Park has identified long-range strategies, activities and funding sources to implement the goals in the areas of housing and community development services for the benefit of the residents.

- The City will continue to seek other resources and funding sources to address the biggest obstacle to meeting the community's underserved needs, which is the lack of funding and/or inadequate funding.
- The City will look for innovative and creative ways to make its delivery systems more comprehensive and will continue existing partnerships with both for-profit and not-for-profit organizations.
- The City has restructured its use of HOME funds to concentrate on both affordable rental housing and homeowner rehabilitation programs.
- The City is currently addressing certain housing needs with federal funds such as availability, condition, and fair housing practices to prevent homelessness.
- The City is also addressing community development needs with federal funds such as infrastructure, improving public facilities and code enforcement.

### **Actions planned to foster and maintain affordable housing**

The City's Consolidated Plan has identified the preservation of existing, and the creation of new, affordable housing as a priority need during the 2015/16 – 2019/20 timeframe. During FY 2016/17, the City proposes to use HOME funds on an affordable housing project with the Oldtimers Housing Development Corp. which will be made available to low income households at restricted rents. The project is located at 6303 ½ Marconi Street and consists of the rehabilitation of one unit, and the construction of one unit, for a total of two restricted units.

While a site for an affordable housing project is yet to be determined for an additional project, the City will endeavor to alleviate household overcrowding and renter cost burden, while at the same time, addressing the fundamental need for affordable housing for those at-risk of being homeless, three of the main housing issues described in the Consolidated Plan.

The City is providing funding support to local public service agencies such as the Salvation Army and Southeast Churches Service Center to that address the service needs of the homeless and those at risk of becoming homeless.

The City has also provided tenant based rental assistance to seniors in Huntington Park to help maintain their housing at affordable levels. The TBRA program ended in FY 2015/16.

## **Actions planned to reduce lead-based paint hazards**

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

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

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

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

The City will also coordinate with the L.A. County Childhood Lead Prevention Program (CCLPP). CCLPP is responsible for enforcement of L.A. County's Lead Abatement Ordinance, including inspection, regulations and consultation. The CCLPP provides the City with the address of any household where there is evidence of lead poisoning or elevated blood levels in children or any other evidence of lead from a physical inspection of a property. The City will contact the property owner and offer financial aid to assist in the abatement of the hazard. The City will provide lead hazard education and outreach through its newsletter and at other information distribution outlets (e.g., City Hall, Parks and Recreation, and the Library).

In late 2015, the City was awarded a \$1.75 million HUD Lead Based Paint Hazard Control Grant, allowing significant expansion of its lead prevention and abatement activities. The grant will enable the City to identify and remediate lead hazards in residences occupied by lower income families with children, and educate the community about lead poisoning prevention, healthy homes and integrated pest management. This the second HUD Lead Based Paint Hazard Control Grant City awarded to the City of Huntington Park. In 2009, the City was awarded \$1.57 million which allowed the City to remediate lead hazards from 90 homes.

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

### **Actions planned to reduce the number of poverty-level families**

The 2007-2011 American Community Survey reported that one-fourth of City residents had incomes below the poverty level. Of greatest concern is an increase in the number of individuals and families becoming homeless or at risk of becoming homeless due to poor economic conditions. Major factors affecting the increase in poverty are unemployment and underemployment and climbing costs, especially of safety-net expenditures like insurance and health care.

Based on the Consolidated Plan's Needs Assessment and available resources for program year 2015-16, the City will allocate available resources (CDBG and HOME) to support public service programs for the benefit of low to moderate-income residents. The City will also expand and create new partnerships with service providers and community based organizations to provide community enrichment programming, affordable housing, case management services, and the development of life skills and self-sufficiency. These actions will be achieved by:

- Creating new affordable housing by leveraging limited funding resources with private, federal, and state governmental subsidies and grants.
- Allocating 15 percent of CDBG entitlement funds for public services to increase family stability for lower income households.
- Enhancing employment opportunities for all residents and promoting self-sufficiency. This includes creating job opportunities, additional tax revenue, new investment opportunities and overall community improvement to Huntington Park residents by supporting existing businesses and bringing additional economic investment to the City.

Additionally, the City encourages the efforts of social service providers, government, housing providers/developers and the private sector to provide services and development programs that enhance job opportunities for Huntington Park residents, particularly low-income persons.

The City will fully comply with Section 3 of the Housing and Community Development Act, which helps foster local economic development and individual self-sufficiency. This set of regulations require that to the greatest extent feasible, the City will provide job training, employment, and contracting opportunities for low or very low-income residents in connection with housing and public construction projects.

### **Actions planned to develop institutional structure**

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

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

### **Actions planned to enhance coordination between public and private housing and social service agencies**

In an ongoing effort to bridge the gap of various programs and activities, the City has developed partnerships and collaborations with local service providers and City departments that have been instrumental in meeting the needs and demands of the homeless, low income individuals and families, and other special needs. Over the years, the City has expanded partnerships and created new ones along the way. The array of partners includes, but are not limited to: The Huntington Park Police, Parks and Recreation, and Public Works Departments; Oldtimers Housing Development Corporation; Southeast Churches Service Center, Los Angeles Legal Center; the Salvation Army; the YMCA; and the Los Angeles Homeless Services Authority (LAHSA) (Los Angeles County Continuum of Care). During FY 2016/17, the City will continue to develop these partnerships.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

The City of Huntington Park participates in HUD's CDBG Program that is used for creating decent affordable housing, suitable living environments, and economic opportunities. The new program year (2016/17) will begin on July 1, 2016. The FY 2016/17 CDBG allocation is \$1,247,328.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	The City's program income for FY 2016/17 has been programmed.
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	The City does not participate in a Section 108 Loan Guarantee Program.
3. The amount of surplus funds from urban renewal settlements	The City does not receive any urban renewal settlement funds.
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	At this time, there have been no additional grant funds returned to the line of credit for new activities or programs.
5. The amount of income from float-funded activities	The City's CDBG Program does not receive income from float-funded activities.
<b>Total Program Income</b>	<b>Total Program Income anticipated in FY 2016/17 is \$0.</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low to moderate income.	80%

The City's CDBG Program will not have activities to fund in FY 2016/17 under Urgent Needs.

**HOME Investment Partnership Program (HOME)**  
**Reference 24 CFR 91.220(l)(2)**

The City of Huntington Park participates in HUD's HOME Program that can be used to promote affordable housing in the City through activities such as homeowner rehabilitation, homebuyer activities, rental housing development, and tenant-based rental assistance. The 2016/17 Program Year will commence on July 1, 2016. The FY 2016/17 HOME allocation is \$464,278.

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City will provide grants, interest-bearing and non-interest-bearing deferred payment loans or residual receipts loans permitted under 24 CFR 92.206 (b) (1). The City will not institute other forms of investment forms not described in the aforementioned section nor provide loan guarantees described under 24 CFR 92.206 (b) (21).

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Huntington Park is not proposing any homebuyer activities in FY 2016/17, however the following resale or recapture guidelines will apply should the City opt to fund these homebuyer activities:

*HOME Loan.* The City provides a "silent second" deferred trust deed mortgage to fund the difference between the market sales price (up to a maximum sale price established by HUD) and a mortgage amount that will provide an affordable housing cost to low and moderate-income households. The City loan is structured as a junior deferred loan to allow the borrower's repayment ability to be fully utilized under the primary loan. The City HOME loan will be recorded as a lien on the property, and will be due upon sale or transfer of title or when the borrower no longer occupies the home as his/her principal residence as required under 24 CFR 92.254. Homebuyers will sign a HOME Agreement pursuant to §92.504(c)(5) of the HOME rule, which outlines the affordability restrictions and recapture guidelines, as well as a Promissory Note and Deed of Trust.

*Affordability Requirements.* The affordability period in connection with the resale of HOME-assisted units will be 30 years.

*Recapture Provisions.* Should the property cease to be the principal residence of the homebuyer, the City will recapture the full amount of HOME investment (HOME subsidy) to the extent there are net proceeds following the sale of the property and repayment of non-HOME loan repayments and closing costs. Net proceeds are defined as the amount of sale proceeds remaining (if any) after payment of any superior loan(s) (non-HOME funds) and

customary closing costs. This limitation applies regardless of the nature of the sale (voluntary sales including short sales, and involuntary sales including foreclosures). This indebtedness becomes due and payable upon sale or transfer of the property, prior to the expiration of the period of affordability, to the extent there are sufficient “net proceeds”. If upon the voluntary or involuntary sale of the property prior to the expiration of the period of affordability there are insufficient net proceeds to pay the balance remaining of the City HOME loan, the Homebuyer is relieved from any further obligation to pay the indebtedness.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City does not propose to use HOME funds for a homebuyer program. However, should the City decide to fund such a program, Protocols will be developed to include the following characteristics:

- The City loan is structured as a junior deferred loan to allow the borrower’s repayment ability to be fully utilized under the primary loan. The City HOME loan will be recorded as a lien on the property, and will be due upon sale or transfer of title or when the borrower no longer occupies the home as his/her principal residence as required under 24 CFR 92.254. Homebuyers will sign a HOME Agreement pursuant to §92.504(c)(5) of the HOME rule, which outlines the affordability restrictions and recapture guidelines, as well as a Promissory Note and Deed of Trust.
  - Affordability Requirements. The affordability period in connection with the resale of HOME-assisted units will be 30 years.
  - Recapture Provisions. Should the property cease to be the principal residence of the homebuyer, the City will recapture the full amount of HOME investment (HOME subsidy) to the extent there are net proceeds following the sale of the property and repayment of non-HOME loan repayments and closing costs. Net proceeds are defined as the amount of sale proceeds remaining (if any) after payment of any superior loan(s) (non-HOME funds) and customary closing costs. This limitation applies regardless of the nature of the sale (voluntary sales including short sales, and involuntary sales including foreclosures). This indebtedness becomes due and payable upon sale or transfer of the property, prior to the expiration of the period of affordability, to the extent there are sufficient “net proceeds”. If upon the voluntary or involuntary sale of the property prior to the expiration of the period of affordability there are insufficient net proceeds to pay the balance remaining of the City HOME loan, the Homebuyer is relieved from any further obligation to pay the indebtedness.
4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City does not propose to provide refinancing with HOME funds as described under 24 CFR 92.206(b). However, when lending HOME funds for single-family dwellings, the City may find it necessary to allow refinancing to permit or continue affordability under §92.252. If so, the City will amend its Consolidated Plan to describe refinancing guidelines that include the following refinancing general guidelines:

- a) Demonstrate the rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing.
- b) Require review of management practices to demonstrate that disinvestment in the property has not occurred, that the long-term needs of the project can be met and that the feasibility of serving the targeted population over an extended affordability period can be demonstrated.
- c) State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.
- d) Specify the required period of affordability, whether it is the minimum 15 years or longer.
- e) Specify whether the investment of HOME funds may be jurisdiction-wide or limited to a specific geographic area.
- f) State that HOME funds cannot be used to refinance multifamily loans made or insured by any Federal program, including CDBG.

## Appendix - Alternate/Local Data Sources