

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda Tuesday, February 7, 2017

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 Amezcuita
Council Member

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

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

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

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

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

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

Public Comment

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

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

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

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

Additions/Deletions to Agenda

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

Important Notice

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

CALL TO ORDER

ROLL CALL

Mayor 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 Ms. Cora Watkins, Principal of Miles Avenue Elementary School for "National School Week" January 22-28, 2017

Presentation by Council Recognizing Teen Academy

Presentation to Salvation Army Volunteers

Presentation on Upcoming Consolidated General Municipal Elections to be held March 7, 2017

PUBLIC COMMENT

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

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. PUBLIC EMPLOYEE EMPLOYMENT
Government Code Section 54957(b)(1) -
Title: Director of Finance

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 Special City Council Meeting held Tuesday, January 17, 2017.

CITY ATTORNEY

2. Adopt Ordinance No. 2017-956, Amending the City of Huntington Park Municipal Code, Section (c) of Article 2-3.405 Relating to the Appointment and Removal of Directors/Department Heads of the Various City Departments

FINANCE

3. Approve Accounts Payable and Payroll Warrants dated February 7, 2017

PARKS AND RECREATION

4. Consideration and Approval of Activities in Public Places Permit for the Abandoned Children of Nicaragua, Central American Foundation

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve Activities in Public Places permit for use of the Salt Lake Park Baseball Diamonds on May 21, 2017 and August 12, 2017, for the annual Children of Nicaragua, Central American Foundations fundraiser events.

HUMAN RESOURCES

5. Ratify and Approve Professional Services Agreement with Alliance Resource Consulting for Executive Search Services for the Position of Director of Finance

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Ratify and approve professional services agreement with Alliance Resource Consulting LLC for professional services for the Director of Finance Recruitment; and
2. Approve payment to Alliance Resource Consulting for the partial executive recruitment assignment to locate a Director of Finance.

END OF CONSENT CALENDAR

REGULAR AGENDA

COMMUNITY DEVELOPMENT

- 6. Approve Funding Agreement with Costco Wholesale Corporation (Costco) to Prepare a Feasibility Study and Create a Community Revitalization and Investment Authority (CRIA) and Professional Services Agreement with Kosmont Company to Assist in the Establishment of a CRIA**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a funding agreement with Costco Wholesale Corporation in an amount not to exceed \$86,500;
2. Approve a Professional Services Agreement with Kosmont Companies in an amount not to exceed \$86,500; and
3. Authorize the City Manager to execute the agreement and approve amendments to the agreement not to exceed 10% of the total amount.

- 7. Approve Contract in Connection to the City's Lead Based Paint Hazard Control Program**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a contract with Alfredo De La Torre Construction Services for an amount of \$58,700 to perform work on a three-unit property related to the City's Lead Based Paint Hazard Control Program; and
2. Authorize the City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount.

- 8. Southland Steel Update**

- UPDATE ONLY -

REGULAR AGENDA (Continued)

PUBLIC WORKS

9. Approve Design, Specifications and Advertise for Bids for the Middleton Street Elementary Safe Routes to School Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve design and specifications for the Safe Routes to School Project;
2. Authorize the Public Works Department to advertise for construction bids;
3. Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project; and
4. Authorize Staff to issue a Request for Proposals (RFP) to proceed with Design, Bid Advertisement, and Bid Analysis, or authorize Transtech, under the currently approved Augmentation Contract, to proceed with these items of work per the fee schedule rate at a not to exceed fee of ten percent of the construction budget.

10. Approve Award of Contract for the Construction of the Salt Lake Park Splash Pad Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Award contract to lowest responsible, responsive bidder, Micon Construction Inc. which will accept this project and proceed with work in accordance with the bid;
2. Authorize the City Manager or designee to execute the contract; and
3. Authorize Staff to issue a Request for Proposals (RFP) for Construction and Program Management, or authorize Transtech, under the currently approved Augmentation Contract, to proceed with Construction and Program Management per the approved fee schedule at a not to exceed fee of 10% of the construction budget.

REGULAR AGENDA (Continued)

POLICE

11. Approve Contract Services Agreement with Day Wireless Systems for Radio Maintenance and Repair Services

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the new service agreement with Day Wireless Systems;
2. Authorize the City Manager to execute the agreement; and
3. Designate the initial agreement to be for a term of 28 months, from March 1, 2017 to June 30, 2019. Thereafter, the agreement can be renewed at the City's discretion on an annual basis in alignment with the fiscal year.

END OF REGULAR AGENDA

PUBLIC HEARING

COMMUNITY DEVELOPMENT

12. Adoption of Ordinance by Reference Los Angeles County Building, Residential, Electrical, Plumbing, Mechanical and Existing Building Codes with Certain Amendments

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a Public Hearing;
2. Take public testimony; and
3. Read by title only for second reading, waiving further reading and adopt Ordinance No. 2016-954, Amending Title 8, of the Huntington Park Municipal Code by Adopting by Reference the 2017 Los Angeles County Code, Title 26, Building Code, Title 27, Electrical Code, Title 28, Plumbing Code, Title 29, Mechanical Code, Title 30, Residential Code and Title 33, Existing Building Code with Certain Amendments, Additions and Deletions Thereto

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita

Council Member Karina Macias

Council Member Jhonny Pineda

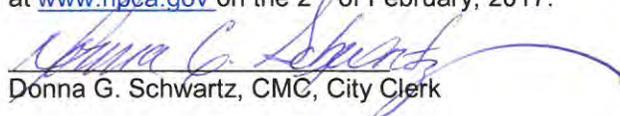
Vice Mayor Marilyn Sanabria

Mayor Graciela Ortiz

ADJOURNMENT

The City of Huntington Park City Council will adjourn in memory of Venceslao "Bency" Armijo who was employed with the City for over 37 years, to a Regular Meeting on Tuesday, February 21, 2017, at 6:00 P.M.

I, Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted within 72 hours at City of Huntington Park City Hall and made available at www.hpca.gov on the 2nd of February, 2017.


Donna G. Schwartz, CMC, City Clerk

MINUTES

Special Meeting of the
City of Huntington Park City Council
Tuesday, January 17, 2017

Sergeant at Arms read the Rules of Decorum before the start of the Successor Agency to the Community Development special meeting prior to the start of the Huntington Park Public Financing Authority special meeting.

The special meeting of the City Council of the City of Huntington Park, California was called to order at 4:28 p.m. on Tuesday, January 17, 2017, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

PRESENT: Council Member(s): Valentin Palos Amezcuita, Jhonny Pineda, Karina Macias, Vice Mayor Marilyn Sanabria and Mayor Graciela Ortiz. CITY OFFICIALS/STAFF: Edgar Cisneros, City Manager; Arnold Alvarez-Glasman, City Attorney; Cosme Lozano, Chief of Police; Josette Espinosa, Director of Parks and Recreation; Jan Mazyck, Interim Finance Director; Manuel Acosta, Economic Development Manager; Sergio Infanzon, Community Development Director; Maria Torres, Senior Management Analysis; Fernanda Palacios, Project Manager Daniel Hernandez, Public Works Director; Martha Castillo, Human Resources Director and Donna Schwartz, City Clerk.

INVOCATION

The invocation was led by Mayor Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Dares Valdez, Lucille Roybal-Allard Elementary.

PRESENTATIONS AND ANNOUNCEMENTS

Council presented a "Certificate of Appreciation" to Dares Valdez for leading the Pledge of Allegiance.

PUBLIC COMMENT

1. Betty Retama, spoke in opposition to Council, noted street lights on in the day along Pacific Boulevard, and laws being broken.
2. Victor Griego, Water Education for Latino Leaders (WELL), invited Council to an MS4 Workshop regarding Stormwater Collection on February 4 and provided flyers.
3. Francisco Rivera, spoke in regards to trash accumulating on Saturn and Zoe Avenue between Pacific Boulevard and Seville Avenue, noted due to parked cars on street the street sweepers are not able to do their job, noticed someone putting stickers on windows and poles, submitted a phone number, and thanked the Mayor for a letter of recommendation he received.
4. Joanne Lias, thanked the City for creating an app to report graffiti, commented on compensation for commissions, appreciation of those who volunteer, commented on future automation taking away jobs and the newly elected president.
5. George Franco, noted there is no parking enforcement in area 5, the recycling center office is a shipping container, pointed out a sign on a vehicle on 61st place and Maywood Avenue is oversized, and illegal dumping in the alley on 61st place.
6. Valentin Amezcuita, commented on a quote by Martin Luther King, feels injustice is being done by putting a moratorium on charter schools, commented on his effort to have a presentation regarding marijuana added to the agenda and asked that it be added to the next agenda, noted that Pacific Boulevard is very dirty and that the City needs more parking.

7. Arthur Schaper, mentioned the preparation of his comments on the minutes, spoke in opposition to Council, commented on whether City of Huntington Park is a sanctuary city, stated city needs to uphold the law or remove the two "illegals," and asked when the city was changing the president's picture.
8. Raul Rodriguez, commented on Council working for American citizens not "illegals," oaths taken by Council, spoke in opposition to Council, and commented on public officials promoting illegal immigration.
9. Robin Hyidston, We the People Rising, voiced concern regarding the special meeting start time, commented on upholding the laws, opposed to senator's office not supporting immigration laws, spoke in opposition to previous president's administration, asked to do the right thing and noted that there are wonderful citizens in the city who deserve the two appointments.
10. De Ann D'Lean, spoke in opposition to the senator, commented on funds for education that were not available for her children, and that Council is here to support American Citizens.

STAFF RESPONSE

Mayor Ortiz requested staff look into the comment made by Betty Retama regarding street lights on during the day along Pacific Boulevard.

Mayor Ortiz requested Chief of Police contact George Franco regarding his comment that a recycling center is using a shipping container for an office.

Mayor Ortiz responded to Council Member Amezquita's comment regarding adding a presentation to the agenda by stating that the Mayor has the authority to add items under presentations.

Mayor Ortiz requested the Chief of Police look into the comment made by George Franco regarding parking enforcement and the issuance of tickets pertaining to parked cars.

CLOSED SESSION

At 5:10 p.m. City Attorney Alvarez-Glasman recessed to closed session.

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code section 54956.9(d)(1)
Clemente v. City of Huntington Park
2. **LIABILITY CLAIM-** [three potential matters] Government Code Section 54956.95
Claimants: Angela Abrego, Pedro Serrano and Estate of Vicente Gonzales
Agency claimed against: City of Huntington Park
3. **CONFERENCE WITH LABOR NEGOTIATOR**
(Government Code Section 54957.6(a)) - Regarding Represented Employees
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City Manager
Employee Organization: Police Officers Association (POA)

At 5:42 p.m. Mayor Ortiz reconvened to open session. All Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman announced Council discussed closed session items 1-3. Direction given no action taken nothing to report.

CONSENT CALENDAR

Motion: Council Member Macias motioned to approve consent calendar items, seconded by Vice Mayor Sanabria. Motion passed by the following votes:

- Item 1: 1-1 Motion passed 4-1.
1-2 Motion passed 4-0-1.
1-3 Motion passed 4-0-1.
Item 2: 2-1 and 2-2 Motion passed 4-1.

See below ROLL CALLS.

OFFICE OF THE CITY CLERK

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

- 1-1 Regular City Council Meeting held Tuesday, December 20, 2016;

ROLL CALL:

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

- 1-2 Special City Council Meeting held Thursday, January 5, 2017; and

ROLL CALL:

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

- 1-3 Special City Council Meeting held Friday, January 6, 2017.

ROLL CALL:

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

FINANCE

2. Approved Accounts Payable and Payroll Warrant(s):

- 2-1 Dated January 3, 2017; and
2-2 Dated January 17, 2017.

ROLL CALL:

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

END OF CONSENT CALENDAR

REGULAR AGENDA

COUNCIL

3. Resolution Amending Resolution No. 2016-15, Adopting an Order of Business at City Council Meetings, and Establishing Council Communications Time Limits

City Manager Cisneros presented the item.

Motion: Vice Mayor Sanabria motioned to adopt Resolution No. 2017-01, Amending Resolution No. 2016-15, Adopting an Order of Business for City Council Meetings, and Establishing Council Communications Time Limits, seconded by Council Member Macias. Motion passed 4-1, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): Amezcuita

OFFICE OF THE CITY ATTORNEY

4. Ordinance Amending the City of Huntington Park Municipal Code, Section (c) of Article 2-3.405 Relating to the Appointment and Removal of Directors/Department Heads of the Various City Departments

City Attorney Alvarez-Glasman presented the item.

Motion: Mayor Ortiz motioned to review amendment to the City of Huntington Park Municipal Code (HPMC), waive further reading and introduce Ordinance No. 2017-956, Amending the City of Huntington Park Municipal Code, Section (c) of Article 2-3.405 Relating to the Appointment and Removal of Directors/Department Heads of the Various City Departments and schedule the second reading and adoption of said Ordinance for the February 7, 2017, City Council Meeting, seconded by Vice Mayor Sanabria. Motion passed 3-2, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): Amezcuita and Pineda

OFFICE OF THE CITY CLERK

5. Approve Contract Services Agreement with Carl Warren & Company for Third Party Administration Services for General Liability Claims

City Manager Cisneros presented the item.

Motion: Vice Mayor Sanabria motioned to approve contract services agreement with Carl Warren & Company for third party claims administration services and authorize the City Manager to execute the agreement, seconded by Mayor Ortiz. Motion passed 3-1-1, by the following vote:

ROLL CALL:

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

NOES: Council Member(s): Amezcuita

ABSTAINED: Council member(s): Pineda

FINANCE

- 6. Authorization to Use Committed Fund Balance and Funds of the Huntington Park Public Financing Authority to Satisfy the Final Arbitrage Rebate and Yield Reduction Payment in Connection with the Issuance of \$55,875,000 Huntington Park Public Financing Authority (HPPFA) Refunding Revenue Bonds, 2004 Series A**

City Manager Cisneros introduced the item and Interim Finance Director Mazyck presented the report.

Motion: Council Member Amezquita motioned to authorize the use of committed fund balance for the payment of \$1,733,840.30 to the Internal Revenue Service (the "Service"). This payment, equal to one hundred percent (100%) of the yield reduction liability due to the Internal Revenue Service (the "Service") based on the computation period of June 17, 2004 through December 9, 2016 will be made prior to February 7, 2017, 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

- 7. Authorize the Execution of Grant Agreement, Advertisement of Bid Package, and Appropriation of Funds for the Metro Rapid Station Project**

City Manager Cisneros introduced the item and Public Works Director Hernandez presented the report.

Motion: Mayor Ortiz motioned to authorize the City Manager or designee to execute the grant funding agreement, authorize Staff to proceed with advertising the Notice Inviting Bids for purchase and installation of Metro Rapid Bus Shelters, lighting, benches, and trash receptacles and approve appropriation of \$125,000 for Fiscal Year (FY) 16/17 to account 220-8010-431.73-10 and authorize the Finance Director to make necessary adjustment to City Budget, 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

- 8. Resolution Authorizing the Acceptance and Execution of an Agreement with Caltrans for the Uncontrolled Crosswalk Pedestrian Safety Enhancement Project**

City Manager Cisneros introduced the item and Public Works Director Hernandez presented the report.

Motion: Council Member Pineda motioned to go with Transtech, seconded by Council Member Macias. Motion failed due to substitute motion.

Council Member Macias suggested to take off the not to exceed fee of ten percent.

Substitute Motion: Council Member Macias motioned to authorize Transtech, under the currently approved Augmentation Contract, to proceed with these items of work and to remove the "not to exceed fee of ten percent of the project budget," seconded by Mayor Ortiz. Motion failed due to substitute motion to substitute motion.

Substitute Motion to Substitute Motion: Council Member Sanabria motioned to Adopt Resolution No. 2017-02, Authorizing the Acceptance of the Uncontrolled Crosswalk Pedestrian Safety Enhancement Project, authorize the City Manager to execute the agreement and to direct staff to proceed with the project's implementation, authorize Transtech to proceed under the currently approved Augmentation Contract, to remove the "not to exceed fee of ten percent of the project budget" and if Transtech does not accept, for staff to proceed with Request for Proposals, 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

9. Select and Approve Award of Contract for Consulting Services for Preparation of an American with Disabilities Act (ADA) Transition Plan

City Manager Cisneros introduced the item.

Motion: Mayor Ortiz motioned to award a professional services contract to Owen Group, Inc. in an amount not to exceed \$94,960 for Consulting Services to Prepare an Americans with Disabilities Act Transitional Plan in accordance with the American with Disabilities Act (ADA) and authorize the City Manager or designee to execute the Contract, seconded by Vice Mayor Sanabria. 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

COMMUNITY DEVELOPMENT

10. Approve a Contract with Alfredo De La Torre Construction for Work Related to the City's Lead Based Paint Hazard Control Program

City Manager Cisneros introduced the item.

Motion: Vice Mayor Sanabria motioned to approve a contract with Alfredo De La Torre Construction Services for an amount not to exceed \$15,100 to perform work related to the City's Lead Based Paint Hazard Control Program and authorize the City Manager to execute the contract and approve change orders in an amount not to exceed 10% of the total contract amount, seconded by Mayor Ortiz. 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

At this point City Manager Cisneros requested Item 12 be heard before Item 11. Council concurred.

12. Update on the Exide Residential Cleanup Project – Draft Cleanup Plan and Draft EIR Information Session

- UPDATE ONLY -

Cesar Campos, DTSC Public Engagement Manager presented a PowerPoint update on the DRAFT Cleanup Plan and the DRAFT EIR Information Session.

11. Approve a Contract with JK Construction to Perform Work under the City's HOME Residential Rehabilitation Program

City Manager Cisneros introduced the item.

Motion: Vice Mayor Sanabria motioned to approve a contract with JK Construction in an amount not to exceed \$44,725 to perform eligible work under the City's HOME Residential Rehabilitation Program and authorize the City Manager to execute the contract and approve change orders in an amount not to exceed 10% of the total contract amount, seconded by Council Member Macias. 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

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS - None

Motion: Mayor Ortiz motioned to adjourn the meeting, 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

COUNCIL COMMUNICATIONS - None

ADJOURNMENT

At 6:23 p.m. Mayor Ortiz adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, February 7, 2017, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

City of Huntington Park List of Funds

Fund	Description	Fund	Description
111	General Fund	237	Community Planning
112	Waste Collection/Disposal	239	Federal CDBG Fund
114	Spec Events Contrib Rec	240	HUD EZ/EC Soc Sec Block
115	Contingency Fund	242	HUD Home Program
120	Special Revenue DNA ID	243	HUD 108 B03MC060566
121	Special Revnu Welfare Inm	245	EPA Brownfield
150	Emergency Preparedness	246	LBP/HCP-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
2-7-17**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
ADMIN SURE	9872	745-9030-413.33-70	Contractual Srv 3rd Party	7,080.40	N
				7,080.40	
AFSCME COUNCIL 36	PPE 1-01-2017	802-0000-217.60-10	Association Dues	696.60	Y
	PPE 1-15-2017	802-0000-217.60-10	Association Dues	696.60	Y
				1,393.20	
ALFRED D. MARTINEZ	12/13/2016	111-7010-421.59-20	Professional Develop Post	53.82	N
				53.82	
ALFREDO DE LA TORRE CONSTRUCTION	6133-1	246-5098-463.73-10	Improvements	12,500.00	N
	6223-2	246-5098-463.73-10	Improvements	1,875.00	N
				14,375.00	
ALL CITY MANAGEMENT SERVICES	46691	111-7022-421.56-41	Contractual Srv - Other	170.80	N
				170.80	
ALLIANCE MARGARET M. BLOOMFIELD HS	57060/62218	111-0000-228.20-00	Rec Deposit-Refundable	150.00	N
				150.00	
ALVAREZ-GLASMAN & COLVIN	2016-11-15653	111-0220-411.32-70	Contractual Srv Legal	31,525.23	N
	2016-11-15654	111-0220-411.32-70	Contractual Srv Legal	6,050.72	N
	2016-11-15653	745-9031-413.32-70	Contractual Srv Legal	418.00	N
				37,993.95	
AMERICAN EXPRESS	UMBCVH	111-0110-411.66-05	Council Meeting Expenses	25.00	Y
	281434	111-0110-411.66-05	Council Meeting Expenses	105.83	Y
	UM2Z7Y	111-0110-411.66-05	Council Meeting Expenses	30.25	Y
	04063731	111-0110-411.66-05	Council Meeting Expenses	8.88	Y
	CH_19PL6KJ8	111-0110-411.66-05	Council Meeting Expenses	25.00	Y
	00OUH8JCC3U	111-0110-411.66-05	Council Meeting Expenses	16.95	Y
	73011006357	111-0110-411.66-05	Council Meeting Expenses	106.90	Y
	31099536334	111-0210-413.59-15	Professional Development	53.13	Y
	04063731	111-0210-413.61-20	Dept Supplies & Expense	8.88	Y
	4584292	111-1010-411.59-15	Professional Development	21.61	Y
	8316498151	111-1010-411.59-15	Professional Development	21.55	Y
	74275396336	111-1010-411.59-15	Professional Development	25.82	Y
	031906754	111-1010-411.59-15	Professional Development	38.04	Y
	IEIWXU	111-1010-411.59-15	Professional Development	17.50	Y
	281428	111-1010-411.59-15	Professional Development	568.59	Y
	20161204A	111-1010-411.59-15	Professional Development	76.19	Y
	15456528	111-3010-415.59-15	Professional Development	595.00	Y

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AMERICAN EXPRESS	99999996350	111-3010-415.61-20	Dept Supplies & Expense	122.90	Y
	99999996350	111-3010-415.61-20	Dept Supplies & Expense	-54.51	Y
	73011006347	111-6010-451.56-41	Contractual Svc - Other	262.48	Y
	12290002485	111-6010-451.56-41	Contractual Svc - Other	49.48	Y
	00010083011	111-7010-421.61-20	Dept Supplies & Expense	130.76	Y
	75500025	111-7010-421.61-20	Dept Supplies & Expense	6.00	Y
	85133316342	111-7010-421.61-20	Dept Supplies & Expense	131.65	Y
	32173926346	111-7010-421.61-20	Dept Supplies & Expense	50.00	Y
	74275396356	111-7010-421.61-20	Dept Supplies & Expense	136.22	Y
	75590030	111-7010-421.61-20	Dept Supplies & Expense	60.00	Y
	75590033	111-7010-421.61-20	Dept Supplies & Expense	30.00	Y
	00GEDBOT5KM	111-7010-421.61-20	Dept Supplies & Expense	38.85	Y
	00208824	111-7010-421.61-20	Dept Supplies & Expense	29.00	Y
	525263	111-7010-421.61-20	Dept Supplies & Expense	205.53	Y
	501100	111-7010-421.61-20	Dept Supplies & Expense	18.08	Y
	17100002	111-7010-421.61-20	Dept Supplies & Expense	272.50	Y
	12190100202	111-7010-421.61-20	Dept Supplies & Expense	75.00	Y
	502324	111-7010-421.61-20	Dept Supplies & Expense	571.61	Y
	17110001	111-7010-421.61-20	Dept Supplies & Expense	215.00	Y
	12290040727	111-6020-451.61-35	Recreation Supplies	11.20	Y
	12290040727	111-6020-451.61-35	Recreation Supplies	42.80	Y
	00490100034	111-6020-451.61-35	Recreation Supplies	65.40	Y
	99999996351	111-6020-451.61-35	Recreation Supplies	150.00	Y
	42315587PW5	111-6020-451.61-35	Recreation Supplies	590.17	Y
	426512319W5	111-6020-451.61-35	Recreation Supplies	590.17	Y
	350IA0F36E0	111-6020-451.61-35	Recreation Supplies	241.98	Y
	74760626354	111-7022-421.61-24	Patrol Admin Volunteers	911.66	Y
	000000004	111-7022-421.61-24	Patrol Admin Volunteers	65.00	Y
	4635398001	111-7022-421.61-24	Patrol Admin Volunteers	47.36	Y
	587211	111-0230-413.61-20	Dept Supplies & Expense	71.22	Y
	10156320161	111-0230-413.64-05	Employee Recognition	2,685.76	Y
	00098815	111-7030-421.61-20	Dept Supplies & Expense	96.09	Y
	00098815	111-7030-421.61-20	Dept Supplies & Expense	93.04	Y
	99999996342	111-7030-421.61-20	Dept Supplies & Expense	46.22	Y
	99999996355	111-7030-421.61-20	Dept Supplies & Expense	26.57	Y
				9,830.31	

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AMERICAN FAMILY LIFE ASSURANCE	PPE 1-01-2017	802-0000-217.50-40	Life-Cancer Insurance	106.58	Y
	PPE 1-15-2017	802-0000-217.50-40	Life-Cancer Insurance	106.58	Y
				213.16	
ANGELA CORNEJO	12/13/2016	111-0110-411.61-20	Dept Supplies & Expense	21.26	N
	11/17-12/13/16	111-0210-413.61-20	Dept Supplies & Expense	22.13	N
				43.39	
ARROYO BACKGROUND INVESTIGATIONS	1128	111-7010-421.56-41	Contractual Srvc - Other	800.00	N
	1101	111-7010-421.56-41	Contractual Srvc - Other	800.00	N
	1065	111-7010-421.56-41	Contractual Srvc - Other	931.07	N
				2,531.07	
AT&T	000009096623	111-9010-419.53-10	Telephone & Wireless	3,702.84	N
	000009068446	111-9010-419.53-10	Telephone & Wireless	200.90	N
	000008933040	111-9010-419.53-10	Telephone & Wireless	200.90	N
	000009096625	111-9010-419.53-10	Telephone & Wireless	245.90	N
	000009038238	111-9010-419.53-10	Telephone & Wireless	19.70	N
				4,370.24	
AT&T MOBILITY	X01142017	111-7010-421.53-10	Telephone & Wireless	4,246.38	N
					4,246.38
AT&T PAYMENT CENTER	11/28-12/27/16	111-7010-421.53-10	Telephone & Wireless	383.45	N
	1/7-2/6/2017	111-9010-419.53-10	Telephone & Wireless	0.63	N
	1/7-2/6/2017	111-9010-419.53-10	Telephone & Wireless	32.94	N
	1/7-2/6/2017	111-9010-419.53-10	Telephone & Wireless	193.48	N
	1/7-2/6/2017	111-9010-419.53-10	Telephone & Wireless	80.13	N
	1/7-2/6/2017	111-9010-419.53-10	Telephone & Wireless	100.24	N
	1/7-2/6/2017	111-9010-419.53-10	Telephone & Wireless	32.94	N
				856.75	
BENNETT LANDSCAPE	157618	231-8010-415.56-41	Contractual Srvc - Other	273.25	N
	158228	231-8010-415.56-41	Contractual Srvc - Other	273.25	N
	157045	111-8095-431.56-60	Contract Landscape Maint.	16,666.67	N
	157618	111-8095-431.56-60	Contract Landscape Maint.	20,393.42	N
158228	111-8095-431.56-60	Contract Landscape Maint.	20,393.42	N	
				58,000.01	

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CALIF PUBLIC EMPLOYEES RETIREMENT	PPE 11/06/2016	802-0000-217.30-10	PERS	35,219.27	Y
	PPE 1/15/2017	802-0000-217.30-10	PERS	31,726.22	Y
	PPE 12/18/2016	802-0000-217.30-10	PERS	31,913.20	Y
	PPE 1/01/2017	802-0000-217.30-10	PERS	33,459.54	Y
	PPE 11/06/2016	802-0000-218.10-10	PERS Employer	17,985.70	Y
	PPE 11/06/2016	802-0000-218.10-10	PERS Employer	43,657.46	Y
	PPE 1/15/2017	802-0000-218.10-10	PERS Employer	17,705.90	Y
	PPE 1/15/2017	802-0000-218.10-10	PERS Employer	36,106.97	Y
	PPE 12/18/2016	802-0000-218.10-10	PERS Employer	17,291.78	Y
	PPE 12/18/2016	802-0000-218.10-10	PERS Employer	37,243.13	Y
	PPE 1/01/2017	802-0000-218.10-10	PERS Employer	18,382.18	Y
	PPE 1/01/2017	802-0000-218.10-10	PERS Employer	37,640.99	Y
	100000014888211	111-0210-413.23-50	Unfunded PERS Contr-Misc	3,223.49	Y
	100000014888245	111-0210-413.23-50	Unfunded PERS Contr-Misc	0.48	Y
	100000014888211	111-1010-411.23-50	Unfunded PERS Contr-Misc	1,269.27	Y
	100000014888211	111-3010-415.23-50	Unfunded PERS Contr-Misc	9,976.53	Y
	100000014888228	111-3010-415.23-50	Unfunded PERS Contr-Misc	2.94	Y
	100000014888211	111-5010-419.23-50	Unfunded PERS Contr-Misc	6,529.13	Y
	100000014888245	111-5010-419.23-50	Unfunded PERS Contr-Misc	0.48	Y
	100000014888211	111-6010-451.23-50	Unfunded PERS Contr-Misc	3,511.95	Y
	100000014888211	111-7010-421.23-50	Unfunded PERS Contr-Misc	4,291.94	Y
100000014888211	111-8010-431.23-50	Unfunded PERS Contr-Misc	12,261.42	Y	
100000014888211	111-0110-411.23-50	Unfunded PERS Contr-Misc	1,201.15	Y	
100000014888220	111-7010-421.24-50	Unfunded PERS Contr-Sworn	100,177.56	Y	
100000014888211	111-0230-413.23-50	Unfunded PERS Contr-Misc	1,936.46	Y	
				502,715.14	
CALIFORNIA AUTO REBUILDERS	63829	741-8060-431.43-20	Fleet Maintenance	92.65	N
				92.65	
CANON	16896563	111-9010-419.43-15	Financial Systems	727.59	N
	10581280001	111-9010-419.43-15	Financial Systems	1,412.94	N
				2,140.53	
CARL WARREN & CO.	1788417	745-9031-413.33-70	Contractual Srv 3rd Party	750.00	N
	1788416	745-9031-413.33-70	Contractual Srv 3rd Party	1,350.00	N
				2,100.00	
CARLOS GOMEZ	05-FY-17	745-9030-413.56-41	Contractual Srv - Other	400.00	N
				400.00	
CARLOS W MAGANA	01/17/2017	111-6030-451.33-90	Referee Services	88.00	N
				88.00	

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CCAP AUTO LEASE LTD	8663327	226-9010-419.74-20	Vehicle Leases	242.50	N
	8242957	226-9010-419.74-20	Vehicle Leases	121.28	N
				363.78	
CELL BUSINESS EQUIPMENT	IN1839447	111-0110-411.43-05	Office Equip - O S & M	71.88	N
	IN1839447	111-0210-413.43-05	Office Equip - O S & M	71.89	N
				143.77	
CENTRAL FORD	290582	741-8060-431.43-20	Fleet Maintenance	121.57	N
	290589	741-8060-431.43-20	Fleet Maintenance	106.83	N
	290646	741-8060-431.43-20	Fleet Maintenance	258.71	N
	290643	741-8060-431.43-20	Fleet Maintenance	76.95	N
	289449	741-8060-431.43-20	Fleet Maintenance	79.95	N
	289865	741-8060-431.43-20	Fleet Maintenance	310.35	N
	289900	741-8060-431.43-20	Fleet Maintenance	28.07	N
	289899	741-8060-431.43-20	Fleet Maintenance	181.90	N
				1,164.33	
CHARTER COMMUNICATIONS	1/7-2/6/2017	111-7010-421.53-10	Telephone & Wireless	1,250.00	N
	1/01-01/31/17	111-9010-419.53-10	Telephone & Wireless	32.34	N
	1/02-02/1/17	111-9010-419.53-10	Telephone & Wireless	700.40	N
				1,982.74	
CINTAS CORPORATION	5006846576	111-7010-421.61-20	Dept Supplies & Expense	397.56	N
				397.56	
CITY OF HUNTINGTON PARK FLEXIBLE	PPE-1-01-2017	802-0000-217.30-30	Med Reimb 125	380.84	Y
	PPE 1-15-2017	802-0000-217.30-30	Med Reimb 125	380.84	Y
				761.68	
CITY OF HUNTINGTON PARK GEA	PPE 1-01-2017	802-0000-217.60-10	Association Dues	137.75	Y
	PPE 1-15-2017	802-0000-217.60-10	Association Dues	137.75	Y
				275.50	
CLINICAL LAB OF SAN BERNARDINO, INC	954107	681-8030-461.56-41	Contractual Srvc - Other	901.00	N
				901.00	
COLONIAL SUPPLEMENTAL INSURANCE	PPE 1-01-2017	802-0000-217.50-40	Life-Cancer Insurance	1,356.62	Y
	PPE 1-15-2017	802-0000-217.50-40	Life-Cancer Insurance	1,269.24	Y
				2,625.86	
COMSERCO, INC.	75533	741-8060-431.56-41	Contractual Srvc - Other	778.00	N
	75532	741-8060-431.56-41	Contractual Srvc - Other	91.00	N
				869.00	

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CONSOLIDATED DISPOSAL SERVICE	FY14/15-FY15/16	111-0000-222.75-00	HP Comicial Prop Tax Roll	101,377.39	N
				101,377.39	
COPWARE, INC.	83678	111-7010-421.61-20	Dept Supplies & Expense	950.00	N
				950.00	
CRST SPECIALIZED TRANSPORTATION INC	263988	111-9010-419.43-15	Financial Systems	764.36	N
				764.36	
DAILY JOURNAL CORPORATION	B2910377	111-5010-419.54-00	Advertising & Publication	260.40	N
	B2955988	681-8030-461.54-00	Advertising & Publication	88.20	N
	B2951539	681-8030-461.54-00	Advertising & Publication	79.80	N
				428.40	
DANCO TOOL & SUPPLY	2178	741-8060-431.43-20	Fleet Maintenance	550.41	N
				550.41	
DAPEER, ROSENBLIT & LITVAK	11968	111-0220-411.32-20	Legal Exp - Prosecutor Sv	600.00	N
	11823	111-0220-411.32-20	Legal Exp - Prosecutor Sv	1,449.50	N
	11922	111-5055-419.32-50	Contractual Sv - Prosecu	240.80	N
	11921	111-5055-419.32-50	Contractual Sv - Prosecu	517.50	N
	11919	239-5055-419.32-50	Contractual Sv - Prosecu	1,022.25	N
	11922	239-5055-419.32-50	Contractual Sv - Prosecu	115.20	N
				3,945.25	
DATA TICKET INC.	76010	111-5055-419.56-41	Contractual Sv - Other	21.87	N
	76010	239-5055-419.56-41	Contractual Sv - Other	32.80	N
	76061	111-7065-441.56-41	Contractual Sv - Other	74.67	N
				129.34	
DATAPROSE, INC.	DP1603792	681-3022-415.53-20	Postage	1,422.12	N
	DP1603792	681-3022-415.56-41	Contractual Sv - Other	957.46	N
				2,379.58	
DAY WIRELESS SYSTEMS	83393	111-7010-421.56-41	Contractual Sv - Other	198.40	N
				198.40	
DE LAGE LANDEN	52875170	111-0110-411.43-05	Office Equip - O S & M	67.10	N
	52875170	111-0210-413.43-05	Office Equip - O S & M	67.11	N
	52967703	111-7010-421.44-10	Rent (Incl Equip Rental)	679.29	N
	7124078	111-7010-421.44-10	Rent (Incl Equip Rental)	1,955.12	N
	51964573	111-9010-419.44-10	Rent (Incl Equip Rental)	2,118.12	N
	52126329	111-9010-419.44-10	Rent (Incl Equip Rental)	132.78	N
	52341937	111-9010-419.44-10	Rent (Incl Equip Rental)	1,711.93	N

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DE LAGE LANDEN	52715561	111-9010-419.44-10	Rent (Incl Equip Rental)	1,817.84	N
				8,549.29	
DELTA DENTAL	BE001958670	802-0000-217.50-20	Dental Insurance	8,658.21	N
				8,658.21	
DELTA DENTAL INSURANCE COMPANY	BE001955431	802-0000-217.50-20	Dental Insurance	2,713.55	N
				2,713.55	
DEODATE CORPORATION	112	111-0210-413.56-41	Contractual Srvc - Other	6,030.00	N
				6,030.00	
DEPARTMENT OF CORONER	17ME0193	111-7030-421.56-41	Contractual Srvc - Other	26.00	N
				26.00	
DEPARTMENT OF JUSTICE	207643	111-7030-421.56-41	Contractual Srvc - Other	686.00	N
				686.00	
DF POLYGRAPH	20167	111-7010-421.56-41	Contractual Srvc - Other	700.00	N
	20169	111-7010-421.56-41	Contractual Srvc - Other	875.00	N
				1,575.00	
ELVA R LUJAN	HP030001083	111-0000-351.10-10	Citations	357.50	N
				357.50	
ENTERPRISE FM TRUST	FBN3155264	226-9010-419.74-20	Vehicle Leases	1,757.63	N
	FBN3155264	229-7010-421.74-10	Equipment	126.06	N
				1,883.69	
EXPRESS PIPE & SUPPLY CO., LLC	S101072227.001	111-8023-451.43-10	Buildings - O S & M	993.02	N
	S101279280.001	111-8023-451.43-10	Buildings - O S & M	351.34	N
				1,344.36	
F&A FEDERAL CREDIT UNION	PPE 1-01-2017	802-0000-217.60-40	Credit Union	11,446.50	Y
	PPE 1-15-2017	802-0000-217.60-40	Credit Union	11,446.50	Y
				22,893.00	
FAIR HOUSING FOUNDATION	1/9/2017	239-5060-463.56-41	Contractual Srvc - Other	826.06	N
				826.06	
FEDEX	5-666-44537	111-7010-421.61-20	Dept Supplies & Expense	4.20	N
	5-673-84131	745-9031-413.32-70	Contractual Srvc Legal	40.94	N
				45.14	
FIRST CHOICE SERVICES	553710	111-9010-419.61-20	Dept Supplies & Expense	223.58	N
				223.58	
FORENSIC NURSE SPECIALISTS, INC.	3812	111-7030-421.56-41	Contractual Srvc - Other	700.00	N
				700.00	

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GALLS, LLC	BC0350653	111-7010-421.61-20	Dept Supplies & Expense	74.04	N
	BC0352720	111-7010-421.61-20	Dept Supplies & Expense	359.66	N
	BC0353663	111-7010-421.61-20	Dept Supplies & Expense	449.90	N
	BC0352718	111-7010-421.61-20	Dept Supplies & Expense	359.66	N
			1,243.26		
GARDA CL WEST, INC.	10269653	111-9010-419.33-10	Bank Services	677.29	N
	20204566	111-9010-419.33-10	Bank Services	17.63	N
			694.92		
GRAFFITI PROTECTIVE COATINGS INC.	1005-0816	111-8095-431.56-75	Contract Graffiti Removal	32,250.00	N
	1005-1216	111-8095-431.56-75	Contract Graffiti Removal	32,250.00	N
			64,500.00		
HERNANDEZ SIGNS, INC.	2985	111-0110-411.66-05	Council Meeting Expenses	791.34	N
			791.34		
HILDA ESTRADA	005	111-1010-411.56-41	Contractual Svc - Other	6,400.00	Y
				6,400.00	
HOME DEPOT - PARKS & RECREATION	4260640	111-6020-451.61-35	Recreation Supplies	82.49	N
			82.49		
HOME DEPOT - PD	2201634	111-7010-421.61-20	Dept Supplies & Expense	335.52	N
	92463	111-7010-421.61-20	Dept Supplies & Expense	11.95	N
	7085178	111-7010-421.61-20	Dept Supplies & Expense	8.44	N
	1070307	111-7010-421.61-20	Dept Supplies & Expense	78.41	N
	9210273	111-7010-421.61-20	Dept Supplies & Expense	82.44	N
	8573124	111-7010-421.61-20	Dept Supplies & Expense	5.45	N
			522.21		
HP HIGH SCHOOL	57610/62176	111-0000-228.20-00	Rec Deposit-Refundable	150.00	N
			150.00		
HP YOUTH FOOTBALL AND	56554/62175	111-0000-228.20-00	Rec Deposit-Refundable	300.00	N
			300.00		
HUNTINGTON PARK CAR WASH	11/01-11/29/16	741-8060-431.43-20	Fleet Maintenance	363.00	N
	12/01-12/29/16	741-8060-431.43-20	Fleet Maintenance	257.00	N
			620.00		
HUNTINGTON PARK POLICE MGMT ASSN.	PPE 1-01-2017	802-0000-217.60-10	Association Dues	150.00	Y
	PPE 1-15-2017	802-0000-217.60-10	Association Dues	150.00	Y
			300.00		

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HUNTINGTON PARK POLICE OFFICER ASSN	PPE 1-01-2017	802-0000-217.60-10	Association Dues	3,443.38	Y
	PPE 1-15-2017	802-0000-217.60-10	Association Dues	3,328.67	Y
				6,772.05	
HUNTINGTON PARK RUBBER STAMP CO.	RGC6666	111-0210-413.61-20	Dept Supplies & Expense	104.62	N
	RGC7396	111-7030-421.61-20	Dept Supplies & Expense	23.06	N
	RGC7312	111-7040-421.61-31	Dept Supplies Records	177.05	N
				304.73	
IMPACT TIRE SERVICE	6268	741-8060-431.43-20	Fleet Maintenance	40.00	N
	6269	741-8060-431.43-20	Fleet Maintenance	40.00	N
	6270	741-8060-431.43-20	Fleet Maintenance	40.00	N
	6271	741-8060-431.43-20	Fleet Maintenance	40.00	N
	6272	741-8060-431.43-20	Fleet Maintenance	40.00	N
	6274	741-8060-431.43-20	Fleet Maintenance	40.00	N
	6278	741-8060-431.43-20	Fleet Maintenance	40.00	N
	6280	741-8060-431.43-20	Fleet Maintenance	40.00	N
	6281	741-8060-431.43-20	Fleet Maintenance	40.00	N
	6282	741-8060-431.43-20	Fleet Maintenance	40.00	N
	6283	741-8060-431.43-20	Fleet Maintenance	40.00	N
	6285	741-8060-431.43-20	Fleet Maintenance	40.00	N
	6301	741-8060-431.43-20	Fleet Maintenance	40.00	N
	6304	741-8060-431.43-20	Fleet Maintenance	40.00	N
				560.00	
INTER VALLEY POOL SUPPLY, INC	91751	681-8030-461.41-00	Water Resources/Purchase	190.12	N
	91752	681-8030-461.41-00	Water Resources/Purchase	190.12	N
	91754	681-8030-461.41-00	Water Resources/Purchase	496.97	N
	91755	681-8030-461.41-00	Water Resources/Purchase	125.08	N
	91582	681-8030-461.41-00	Water Resources/Purchase	245.15	N
	91581	681-8030-461.41-00	Water Resources/Purchase	166.77	N
	91580	681-8030-461.41-00	Water Resources/Purchase	241.82	N
	91579	681-8030-461.41-00	Water Resources/Purchase	205.13	N
	91458	681-8030-461.41-00	Water Resources/Purchase	200.12	N
	91459	681-8030-461.41-00	Water Resources/Purchase	191.79	N
	91460	681-8030-461.41-00	Water Resources/Purchase	108.40	N
	91243	681-8030-461.41-00	Water Resources/Purchase	133.42	N
	91244	681-8030-461.41-00	Water Resources/Purchase	283.51	N

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INTER VALLEY POOL SUPPLY, INC	91245	681-8030-461.41-00	Water Resources/Purchase	108.40	N
	91246	681-8030-461.41-00	Water Resources/Purchase	208.46	N
				3,095.26	
INTERLOG HYM ENGINEERING	I-HYM-005	220-8010-431.73-10	Improvements	258,284.87	N
	I-HYM-005	226-9010-419.73-10	Improvements	158,061.00	N
	I-HYM-005	334-4010-431.73-10	Improvements	6,577.04	N
				422,922.91	
JACK'S MUFFLER SERVICE	7324	219-0250-431.43-21	Metro Transit O S & M	103.60	N
				103.60	
JACOBO GALVEZ ARGUETA	HP040001613	111-0000-351.10-10	Citations	54.00	N
				54.00	
JCL TRAFFIC	88574	221-8012-429.74-10	Equipment	1,991.98	N
				1,991.98	
JDS TANK TESTING & REPAIR INC	9696	741-8060-431.43-20	Fleet Maintenance	135.00	N
				135.00	
JERRY'S AUTO BODY, INC.	30414	741-8060-431.43-20	Fleet Maintenance	849.29	N
	30395	741-8060-431.43-20	Fleet Maintenance	472.50	N
				1,321.79	
JESUS CHAVEZ	61995/62251	111-0000-347.70-05	Passes	10.00	N
				10.00	
JOEL GORDILLO	JAN 2017	111-1010-411.56-41	Contractual Srvc - Other	1,650.00	N
	DEC16	111-1010-411.56-41	Contractual Srvc - Other	1,650.00	Y
				3,300.00	
JOSEPH B CAIN	1/10-1/12/17	111-6030-451.33-90	Referee Services	176.00	N
				176.00	
JUAN GRAVES	01/17/2017	111-6030-451.33-90	Referee Services	88.00	N
				88.00	
KILBOURNE & KILBOURNE	90011	111-0110-411.66-05	Council Meeting Expenses	939.00	N
				939.00	
LA COUNTY SHERIFF'S DEPT	172403SS	111-7022-421.56-41	Contractual Srvc - Other	1,288.62	N
	171867SS	111-7022-421.56-41	Contractual Srvc - Other	1,051.58	N
				2,340.20	
LAC+USC MEDICAL CENTER	12008	111-7030-421.56-41	Contractual Srvc - Other	730.00	N
				730.00	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid YIN
LACMTA	100046	219-0250-431.58-50	Bus Passes	5,920.00	N
	100104	219-0250-431.58-50	Bus Passes	3,240.00	N
				9,160.00	
LAN WAN ENTERPRISE, INC	57082	111-9010-419.43-15	Financial Systems	770.43	N
	57072	111-9010-419.43-15	Financial Systems	675.25	N
	57071	111-9010-419.43-15	Financial Systems	1,338.45	N
	56353	229-7010-421.74-10	Equipment	4,800.00	N
	57060	111-8020-431.61-20	Dept Supplies & Expense	145.33	N
	57004	111-8020-431.61-20	Dept Supplies & Expense	698.09	N
	57058	111-8020-431.61-20	Dept Supplies & Expense	3,422.33	N
				11,849.88	
LEGAL SHIELD	01/15/2017	802-0000-217.60-50	Legal Shield Plan	132.50	N
				132.50	
LOGAN SUPPLY COMPANY, INC.	89598	535-8090-452.61-20	Dept Supplies & Expense	233.31	N
	88622	535-8090-452.61-20	Dept Supplies & Expense	166.28	N
				399.59	
LOZADA'S TRANSMISSIONS INC.	3038	741-8060-431.43-20	Fleet Maintenance	1,800.00	N
				1,800.00	
MARQUEZ HIGH SCHOOL ASB	56439/62180	111-0000-228.20-00	Rec Deposit-Refundable	150.00	N
				150.00	
MARTEL CABADAS	01/17/2017	111-6030-451.33-90	Referee Services	88.00	N
				88.00	
MAYWOOD MUTUAL WATER COMPANY, NO. 1	10/25-12/20/16	111-8023-451.62-10	Heat Light Water & Power	1,769.60	N
	10/25-12/20/16	111-8023-451.62-10	Heat Light Water & Power	294.40	N
	10/25-12/20/16	111-8023-451.62-10	Heat Light Water & Power	323.20	N
				2,387.20	
MERRIMAC ENERGY GROUP	2163572	219-0250-431.62-30	Metro Transit Fuel & Oil	7,300.00	N
	2163572	741-8060-431.62-30	Metro Transit Fuel & Oil	9,641.77	N
				16,941.77	
METRO TRANSIT SERVICES	201612	219-0250-431.56-43	Fixed Route Transit	82,878.13	N
	201612-DAR	219-0250-431.56-45	Dial-A-Ride (All City)	50,000.00	N
				132,878.13	
NATION WIDE RETIREMENT SOLUTIONS	PPE 1-01-2017	802-0000-217.40-10	Deferred Compensation	16,148.91	Y
	PPE 1-15-2017	802-0000-217.40-10	Deferred Compensation	15,698.91	Y
				31,847.82	

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NATIONWIDE ENVIRONMENTAL SERVICES	28076	220-8070-431.56-41	Contractual Svc - Other	9,288.50	N
NICK ALEXANDER RESTORATION	3329	741-8060-431.43-20	Fleet Maintenance	182.00	N
				182.00	
OK PRINTING DESIGN & DIGITAL PRINT	322	111-0110-411.61-20	Dept Supplies & Expense	94.50	N
	317	111-3010-415.61-20	Dept Supplies & Expense	542.50	N
	302	111-5010-419.61-20	Dept Supplies & Expense	214.50	N
	305	111-5010-419.61-20	Dept Supplies & Expense	94.50	N
	308	111-7010-421.61-20	Dept Supplies & Expense	67.25	N
	315	111-9010-419.61-20	Dept Supplies & Expense	622.50	N
	320	111-9010-419.61-20	Dept Supplies & Expense	190.80	N
	304	111-6020-451.61-35	Recreation Supplies	47.25	N
	314	111-8020-431.61-20	Dept Supplies & Expense	62.25	N
				1,936.05	
OLIVAREZ MADRUGA, LLP	14309	111-0220-411.32-70	Contractual Srv Legal	300.00	N
OLIVIER & DOYLE BODY SHOP	11597	741-8060-431.43-20	Fleet Maintenance	3,389.94	N
OPPORTUNITIES FOR LEARNING	57089/62178	111-0000-228.20-00	Rec Deposit-Refundable	3,389.94	N
PARKHOUSE TIRE, INC.	1010534170	741-8060-431.43-20	Fleet Maintenance	150.00	N
PARS	36252	111-9010-419.56-41	Contractual Svc - Other	220.39	N
	36326	217-0230-413.56-41	Contractual Svc - Other	398.62	N
PATRICIA FIGUEROA	62121/62248	111-0000-228.20-00	Rec Deposit-Refundable	2,185.45	N
PEDRO RODRIGUEZ	57986/62177	111-0000-228.20-00	Rec Deposit-Refundable	2,584.07	N
				400.00	N
				400.00	
PENSKE CHEVROLET	203460	741-8060-431.43-20	Fleet Maintenance	150.00	N
	203812	741-8060-431.43-20	Fleet Maintenance	150.00	N
	204061	741-8060-431.43-20	Fleet Maintenance	224.76	N
	203949	741-8060-431.43-20	Fleet Maintenance	626.00	N
				242.06	N
				102.96	N
				1,195.78	

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PERFORMANCE ABATEMENT SERVICES, INC	02IN-0011464	246-5098-463.73-10	Improvements	736.50	N
PET WASTE ELIMINATOR	4248159	285-8050-432.61-20	Dept Supplies & Expense	736.50	
PRO FORCE LAW ENFORCEMENT	298107	111-7010-421.61-20	Dept Supplies & Expense	362.50	N
	298107	233-7010-421.74-10	Equipment	362.50	N
	297265	227-7114-421.74-10	Equipment	19,324.81	N
				20,049.81	
PRUDENTIAL OVERALL SUPPLY	50908998	111-6010-451.56-41	Contractual Svc - Other	78.57	N
	50918821	111-6010-451.56-41	Contractual Svc - Other	82.39	N
	50923736	111-6010-451.56-41	Contractual Svc - Other	82.39	N
	50923735	111-6010-451.56-41	Contractual Svc - Other	42.43	N
	50918820	111-6010-451.56-41	Contractual Svc - Other	42.43	N
	50954848	111-7010-421.61-20	Dept Supplies & Expense	18.94	N
	50939567	111-8022-419.43-10	Buildings - O S & M	30.07	N
	50945044	111-8022-419.43-10	Buildings - O S & M	30.07	N
	550949934	111-8022-419.43-10	Buildings - O S & M	30.07	N
				437.36	
PTM DOCUMENT SYSTEMS, INC	0060919	111-3010-415.61-20	Dept Supplies & Expense	337.17	N
RICOH AMERICAS CORP	53025103	111-6010-451.56-41	Contractual Svc - Other	337.17	
RIVERSIDE COUNTY SHERIFF'S DEPT	BCTC0004337	111-7010-421.59-20	Professional Develop Post	233.39	N
				233.39	
ROBERT PIXTON PLUMBING	12/30/2016	535-8090-452.61-20	Dept Supplies & Expense	180.00	N
				180.00	
SALVATION ARMY	1/17/2017	239-5210-463.57-85	Salvation Army Southeast	1,852.50	N
				1,852.50	
SANTA FE BUILDING MAINTENANCE	15611	111-6010-451.56-41	Contractual Svc - Other	5,978.00	N
	15612	111-6010-451.56-41	Contractual Svc - Other	200.00	N
	15613	111-6010-451.56-41	Contractual Svc - Other	400.00	N
	15614	111-6010-451.56-41	Contractual Svc - Other	600.00	N
	15529	111-6010-451.56-41	Contractual Svc - Other	200.00	N
	15524	111-6010-451.56-41	Contractual Svc - Other	400.00	N
	15525	111-6010-451.56-41	Contractual Svc - Other	400.00	N
				250.00	N

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SANTA FE BUILDING MAINTENANCE	15526	111-6010-451.56-41	Contractual Svc - Other	250.00	N
	15527	111-6010-451.56-41	Contractual Svc - Other	200.00	N
	15311	111-8020-431.56-41	Contractual Svc - Other	1,222.83	N
	15311	111-8022-419.56-41	Contractual Svc - Other	4,818.93	N
	15311	111-8023-451.56-41	Contractual Svc - Other	9,895.26	N
	15311	111-8024-421.56-41	Contractual Svc - Other	6,901.47	N
				25,738.49	
SEAL MASTER OF SOUTHERN CALIFORNIA	546288	221-8010-431.61-20	Dept Supplies & Expense	1,785.42	N
				1,785.42	
SEVERN TRENT ENVIRONMENTAL SERVICES	16126	681-8030-461.56-41	Contractual Svc - Other	92,364.37	N
	16126	283-8040-432.56-41	Contractual Svc - Other	11,748.30	N
				104,112.67	
SILVINO ROMERO	39435/62008	111-0000-228.20-00	Rec Deposit-Refundable	800.00	N
				800.00	
SMART & FINAL	132246	111-0110-411.66-05	Council Meeting Expenses	27.07	N
	132246	111-0230-413.61-20	Dept Supplies & Expense	18.87	N
	142887	111-7010-421.61-20	Dept Supplies & Expense	59.83	N
	147920	111-7010-421.61-20	Dept Supplies & Expense	87.35	N
				193.12	
SOURCE ONE OFFICE PRODUCTS, INC.	WO-26757-1	111-3010-415.61-20	Dept Supplies & Expense	268.52	N
				268.52	
SOUTHERN CALIFORNIA EDISON	12/6/16-1/5/17	231-8010-415.62-10	Heat Light Water & Power	609.78	N
	1/28-12/27/16	535-8016-431.62-10	Heat Light Water & Power	37.93	N
	1/3-12/19/16	535-8016-431.62-10	Heat Light Water & Power	22,043.49	N
	1/17-12/17/16	111-8020-431.62-10	Heat Light Water & Power	1,043.65	N
	1/4-12/21/16	111-8022-419.62-10	Heat Light Water & Power	1,049.50	N
	1/4-12/7/16	111-8023-451.62-10	Heat Light Water & Power	3,279.48	N
	12/6/16-1/6/17	111-8024-421.62-10	Heat Light Water & Power	3,456.21	N
	12/7/16-1/6/17	111-8024-421.62-10	Heat Light Water & Power	43.11	N
	1/3-12/19/16	681-8030-461.62-20	Power Gas & Lubricants	6,568.44	N
				38,131.59	
SPARKLETTS	4533656120816	111-0110-411.61-20	Dept Supplies & Expense	37.33	N
	4533656010517	111-0110-411.61-20	Dept Supplies & Expense	19.29	N
	4533656120816	111-0210-413.61-20	Dept Supplies & Expense	37.33	N
	4533656010517	111-0210-413.61-20	Dept Supplies & Expense	19.28	N

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SPARKLETT'S	15142085010517	111-3010-415.61-20	Dept Supplies & Expense	110.53	N
	15187658122116	111-8020-431.61-20	Dept Supplies & Expense	51.75	N
	15187658122116	741-8060-431.43-20	Fleet Maintenance	21.47	N
				296.98	
STANDARD INSURANCE COMPANY	01/01/2017	802-0000-217.50-70	Life, ADD, LT Disability	1,880.88	N
	01/01/2017	802-0000-217.50-70	Life, ADD, LT Disability	6,851.44	N
				8,732.32	
STAPLES ADVANTAGE	8042502270	111-0210-413.61-20	Dept Supplies & Expense	69.49	N
	8042019310	111-0210-413.61-20	Dept Supplies & Expense	450.30	N
	8042502270	111-1010-411.61-20	Dept Supplies & Expense	194.27	N
	8042019310	111-1010-411.61-20	Dept Supplies & Expense	59.31	N
	8042502270	111-3010-415.61-20	Dept Supplies & Expense	640.07	N
	8042502270	111-5010-419.61-20	Dept Supplies & Expense	336.74	N
	8042019310	111-5010-419.61-20	Dept Supplies & Expense	228.68	N
	8042502270	111-6010-451.61-20	Dept Supplies & Expense	353.32	N
	8042502270	111-8010-431.61-21	Materials	152.94	N
	8042019310	111-9010-419.61-20	Dept Supplies & Expense	258.72	N
	8042502270	111-8020-431.61-20	Dept Supplies & Expense	585.32	N
	8042019310	111-8020-431.61-20	Dept Supplies & Expense	560.93	N
	8042502270	111-7022-421.61-24	Patrol Admin Volunteers	165.90	N
	8042502270	111-7022-421.61-27	Dept Supplies Jail	1,403.57	N
	8042502270	111-0230-413.61-20	Dept Supplies & Expense	395.38	N
	8042019310	111-7030-421.61-20	Dept Supplies & Expense	163.24	N
	8042502270	111-7040-421.61-31	Dept Supplies Records	176.29	N
	8042019310	111-7040-421.61-32	Dept Supplies Comm Center	347.63	N
	8042502270	111-7040-421.61-33	Dept Supplies Prop Evidnc	110.20	N
8042019310	111-7040-421.61-33	Dept Supplies Prop Evidnc	-88.42	N	
				6,563.88	
SUNFLOWER SYSTEMS	HP0816FIX	111-8022-419.56-41	Contractual Svc - Other	88.00	N
	HP0816FIX	121-7040-421.56-41	Contractual Svc - Other	4,180.00	N
				4,268.00	
SUNGARD PUBLIC SECTOR INC.	130408	111-9010-419.43-15	Financial Systems	10,246.00	N
	130623	111-9010-419.43-15	Financial Systems	1,280.00	N
	131911	111-9010-419.43-15	Financial Systems	10,859.50	N
				22,385.50	

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TELEWORKS	15274	111-0210-413.53-10	Telephone & Wireless	233.75	N
	15371	111-0210-413.53-10	Telephone & Wireless	185.00	N
	15476	111-0210-413.53-10	Telephone & Wireless	140.00	N
				558.75	
THE OFFICE CONNECTION	24586	111-1010-411.61-20	Dept Supplies & Expense	350.07	N
	24586	111-3010-415.61-20	Dept Supplies & Expense	156.92	N
	24586	111-6010-451.61-20	Dept Supplies & Expense	60.36	N
	24586	111-7010-421.61-20	Dept Supplies & Expense	615.64	N
	24586	111-8020-431.61-20	Dept Supplies & Expense	24.14	N
				1,207.13	
THE PIN CENTER	0117016	111-0110-411.66-05	Council Meeting Expenses	1,209.90	N
				1,209.90	
THE PUN GROUP, LLP	1600419	111-9010-419.32-40	Audit Fees	8,750.00	N
				8,750.00	
TIFCO INDUSTRIES	71188518	741-8060-431.43-20	Fleet Maintenance	261.30	N
	71211775	741-8060-431.43-20	Fleet Maintenance	245.11	N
				506.41	
TRANSTECH ENGINEERS, INC.	20162788	111-4010-431.56-62	Contract Engineer Service	6,500.22	N
	20162791	111-4010-431.56-62	Contract Engineer Service	2,340.00	N
	20162792	111-4010-431.56-62	Contract Engineer Service	117.50	N
	20162856	111-4010-431.56-62	Contract Engineer Service	17,415.55	N
	20162857	111-4010-431.56-62	Contract Engineer Service	3,060.00	N
	20162858	111-4010-431.56-62	Contract Engineer Service	165.00	N
	20162863	111-4010-431.56-62	Contract Engineer Service	1,035.00	N
	20162869	111-4010-431.56-62	Contract Engineer Service	110.00	N
	20162790	221-8010-431.56-41	Contractual Svc - Other	5,467.50	N
	20162793	221-8010-431.56-41	Contractual Svc - Other	225.00	N
	20162795	221-8010-431.56-41	Contractual Svc - Other	1,440.00	N
	20162796	221-8010-431.56-41	Contractual Svc - Other	225.00	N
	20162798	221-8010-431.56-41	Contractual Svc - Other	450.00	N
	20162799	221-8010-431.56-41	Contractual Svc - Other	495.00	N
	20162800	221-8010-431.56-41	Contractual Svc - Other	495.00	N
	20162801	221-8010-431.56-41	Contractual Svc - Other	315.00	N
	20162802	221-8010-431.56-41	Contractual Svc - Other	315.00	N
20162854	221-8010-431.56-41	Contractual Svc - Other	4,995.00	N	

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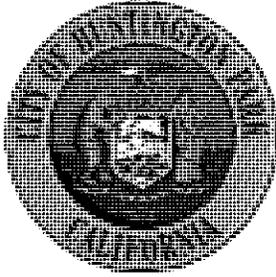
Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
TRANSTECH ENGINEERS, INC.	20162859	221-8010-431.56-41	Contractual Svc - Other	180.00	N
	20162860	221-8010-431.56-41	Contractual Svc - Other	180.00	N
	20162862	221-8010-431.56-41	Contractual Svc - Other	180.00	N
	20162864	221-8010-431.56-41	Contractual Svc - Other	45.00	N
	20162865	221-8010-431.56-41	Contractual Svc - Other	270.00	N
	20162866	221-8010-431.56-41	Contractual Svc - Other	180.00	N
	20162867	221-8010-431.56-41	Contractual Svc - Other	45.00	N
	20162868	221-8010-431.56-41	Contractual Svc - Other	45.00	N
	20162870	221-8010-431.56-41	Contractual Svc - Other	630.00	N
	20162871	221-8010-431.56-41	Contractual Svc - Other	180.00	N
	20162872	221-8010-431.56-41	Contractual Svc - Other	450.00	N
47,550.77					
TRIANGLE SPORTS	34075	111-6030-451.61-35	Recreation Supplies	1,835.16	N
	33935	111-6030-451.61-35	Recreation Supplies	1,916.72	N
3,751.88					
TRITECH FORENSICS	141162	121-7040-421.56-14	Welfare Inmate Fd Expense	842.00	N
	141015	121-7040-421.56-14	Welfare Inmate Fd Expense	445.17	N
1,287.17					
TYCO INTEGRATED SECURITY	27905610	111-7010-421.56-41	Contractual Svc - Other	3,444.72	N
3,444.72					
U.S. BANK	PPE-1-01-2017	802-0000-217.30-20	PARS	1,155.80	Y
	PPE 1-15-2017	802-0000-217.30-20	PARS	1,692.07	Y
	PPE 1-01-2017	802-0000-217.30-20	PARS	2,414.20	Y
	PPE 1-15-2017	802-0000-217.30-20	PARS	2,229.05	Y
	PPE 1-01-2017	802-0000-218.10-05	PARS EMPLOYER	11,638.10	Y
	PPE 1-15-2017	802-0000-218.10-05	PARS EMPLOYER	13,731.06	Y
	PPE 1-01-2017	802-0000-218.10-05	PARS EMPLOYER	3,275.00	Y
36,135.28					
U.S. HEALTHWORKS	3044093-CA	111-0230-413.56-41	Contractual Svc - Other	394.00	N
	3041350-CA	111-0230-413.56-41	Contractual Svc - Other	242.00	N
	3038094-CA	111-0230-413.56-41	Contractual Svc - Other	697.00	N
1,333.00					
UNITED STATES TREASURY	FORM 8038-T	475-9720-465.82-30	Arbitrage Rebate	1,733,840.30	Y
1,733,840.30					

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-7-17**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
VERIZON WIRELESS	9777140156	111-0110-411.53-10	Telephone & Wireless	318.39	N
	9777140156	111-0210-413.53-10	Telephone & Wireless	110.73	N
	9777140156	111-6010-419.53-10	Telephone & Wireless	194.26	N
	9777140156	111-9010-419.53-10	Telephone & Wireless	27.64	N
651.02					
VICTOR SMOG TEST CENTER	38451	741-8060-431.43-20	Fleet Maintenance	33.00	N
	38363	741-8060-431.43-20	Fleet Maintenance	33.00	N
	38362	741-8060-431.43-20	Fleet Maintenance	33.00	N
99.00					
VULCAN MATERIALS COMPANY	71320080	221-8010-431.61-20	Dept Supplies & Expense	168.95	N
	71320081	221-8010-431.61-20	Dept Supplies & Expense	81.05	N
	71299912	221-8010-431.61-20	Dept Supplies & Expense	79.57	N
	71313108	221-8010-431.61-20	Dept Supplies & Expense	80.31	N
	71313109	221-8010-431.61-20	Dept Supplies & Expense	79.57	N
	71307900	221-8010-431.61-20	Dept Supplies & Expense	87.72	N
	71307901	221-8010-431.61-20	Dept Supplies & Expense	168.95	N
	71307902	221-8010-431.61-20	Dept Supplies & Expense	79.57	N
	71307903	221-8010-431.61-20	Dept Supplies & Expense	89.38	N
	71317547	221-8010-431.61-20	Dept Supplies & Expense	80.31	N
	71311311	221-8010-431.61-20	Dept Supplies & Expense	44.69	N
	71311312	221-8010-431.61-20	Dept Supplies & Expense	79.57	N
	71315747	221-8010-431.61-20	Dept Supplies & Expense	89.38	N
	71315748	221-8010-431.61-20	Dept Supplies & Expense	80.31	N
1,289.33					
WALNUT PARK MUTUAL WATER CO.	2016	283-8040-432.56-41	Contractual Srvc - Other	60.00	N
60.00					
WELLS FARGO BANK-FIT	PPE 1-01-2017	802-0000-217.20-10	Federal W/Holding	61,319.21	Y
	PPE 1-15-2017	802-0000-217.20-10	Federal W/Holding	55,845.73	Y
117,164.94					
WELLS FARGO BANK-MEDICARE	PPE 1-01-2017	802-0000-217.10-10	Medicare	6,995.00	Y
	PPE 1-15-2017	802-0000-217.10-10	Medicare	6,740.06	Y
13,735.06					
WELLS FARGO BANK-SIT	PPE-1-01-2017	802-0000-217.20-20	State W/Holding	19,045.54	Y
	PPE 1-15-2017	802-0000-217.20-20	State W/Holding	17,017.24	Y
36,062.78					

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
2-7-17**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
WEST GOVERNMENT SERVICES	835193564	111-7030-421.56-41	Contractual Srvc - Other	600.00	N
	835377110	111-7030-421.56-41	Contractual Srvc - Other	600.00	N
				1,200.00	
WESTERN EXTERMINATOR COMPANY	4680915	111-8020-431.56-41	Contractual Srvc - Other	64.50	N
	4680915	111-8022-419.56-41	Contractual Srvc - Other	47.00	N
	4680915	111-8023-451.56-41	Contractual Srvc - Other	88.50	N
	4680915	111-8024-421.56-41	Contractual Srvc - Other	48.00	N
	4680915	535-8090-452.56-60	Contract Landscape Labor	134.00	N
				382.00	
WHITTIER FERTILIZER CO.	314727	535-8090-452.61-20	Dept Supplies & Expense	545.00	N
				545.00	
XEROX CORPORATION	087574852	111-7030-421.44-10	Rent (Incl Equip Rental)	485.90	N
				485.90	
XYBIX SYSTEMS INC	28654	225-7120-421.74-10	Equipment	3,260.33	N
				3,260.33	
YAIID MORENO	1/17/2017	111-6030-451.33-90	Referee Services	264.00	N
				264.00	
YVONNE LEDESMA	60891/62274	111-0000-347.20-00	Parks & Rec/Sports Youth	65.00	N
				65.00	
				3,832,652.77	



CITY OF HUNTINGTON PARK

Department of Parks and Recreation
City Council Agenda Report

February 7, 2017

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

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF ACTIVITIES IN PUBLIC PLACES PERMIT FOR THE ABANDONED CHILDREN OF NICARAGUA, CENTRAL AMERICAN FOUNDATION

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve Activities in Public Places permit for use of the Salt Lake Park Baseball Diamonds on May 21, 2017 and August 12, 2017, for the annual Children of Nicaragua, Central American Foundations fundraiser events.

BACKGROUND

Carmen Aguilar, representing the Abandoned Children of Nicaragua, Central American Foundation, submitted a facility use permit for its annual fundraiser events scheduled for May 21, 2017 and August 12, 2017, at Salt Lake Park. The fundraising events will feature cultural entertainment, native food, information booths, dancers, and other public activities. The group will charge an admission fee of \$20 per participant, \$15 for senior participants, and no admissions for children.

The event schedule will be as follow for the May 21, 2017 date:

Setup: 7:00 a.m. - 8:00 p.m. on Saturday, May 20, 2017
Event Time: 10:00 a.m. – 8:00 p.m. on Sunday, May 21, 2017
Cleanup: 8:00 a.m. – 5:00 p.m. on Monday, May 22, 2017

The event schedule will be as follow for the August 12, 2017 date:

Setup: 7:00 a.m. - 8:00 p.m. on Saturday, August 11, 2017
Event Time: 10:00 a.m. – 8:00 p.m. on Sunday, August 12, 2017
Cleanup: 8:00 a.m. – 5:00 p.m. on Monday, August 13, 2017

CONSIDERATION AND APPROVAL OF ACTIVITIES IN PUBLIC PLACES PERMIT FOR THE ABANDONED CHILDREN OF NICARAGUA, CENTRAL AMERICAN FOUNDATION

February 7, 2017

Page 2 of 3

The two requested dates are annual fundraising events for Abandoned Children of Nicaragua organization. This is the second year the events are proposed to be held in Huntington Park, on the Salt Lake Park baseball diamonds. The expected attendance is approximately 1,000 people for each event. The Abandoned Children of Nicaragua organization is not requesting a fee waiver for either event date. They will pay all event fees including facility rental fees, departmental services charges for personnel from the Parks and Recreation Department, Police Department and Public Works Department, and building inspection fees for both requested dates.

The organization has hired a security company for the event. Both the organization and security company will work with the Huntington Park Police Department (HPPD) to follow all requirements associated with obtaining an ABC License and identifying a security plan, which complies with City requisites. If approved, the organization plans to serve alcohol in a designated closed off area, as part of their fundraising efforts during both event dates. The organization and security will take proper measures to confirm all participants consuming alcohol are of legal age and stay within the designated area while consuming such beverages.

FISCAL IMPACT/FINANCING

The total fees listed below are estimated at this time. The total cost (not including the final HPPD fees) including the \$2,500 refundable deposit for each event, is estimated as the following:

Refundable Deposit	\$2,500.00
Preliminary PD fee (estimate):	\$3,468.38
Facility fee:	\$934.00
Light fee:	\$80.00
Personnel fee:	\$576.00
Permits and inspection (estimate):	1,246.00
Application Fee	\$30.00
Total fees	\$8,834.38

Each event is estimated to cost \$8,834.38 for a sum estimated total of \$17,668.76 for both events.

CONCLUSION

Upon City Council approval, staff will conduct a planning meeting to discuss all details of the event, including logistics, security plan and permits. The Central American Foundation will pay for all fees and permits associated with the use of the baseball diamonds for their activity in a public place and will furnish insurance and all other pertinent paperwork for the event.

**CONSIDERATION AND APPROVAL OF ACTIVITIES IN PUBLIC PLACES PERMIT
FOR THE ABANDONED CHILDREN OF NICARAGUA, CENTRAL AMERICAN
FOUNDATION**

February 7, 2017

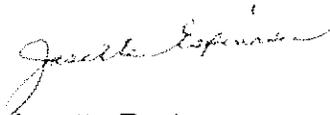
Page 3 of 3

Respectfully submitted



EDGAR P. CISNEROS

City Manager



Josette Espinosa

Director of Parks & Recreation

ATTACHMENT(S)

- A. Facility Permit Request for May 21, 2017
- B. Facility Permit Request for August 12, 2017 - *Please note the dates for the August application were revised – dates listed on staff report have been confirmed and approved by applicant.*
- C. Invoice for May 21, 2017
- D. Invoice for August 12, 2017

ATTACHMENT "A"

SPECIAL EVENT PARK USE PERMIT APPLICATION

5-21-17



ATTENTION:

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: Abandoned Children of Nicaragua
(If organization/business, include name of a contact person)

Address: 1945 W. 68th St. Los Angeles, Ca 90047

Telephone #: 213-321-7260 Emergency Telephone #: 626-848-753

Huntington Park Business License #: Are you a non-profit organization? Yes [checked] 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: Carmen Aguilar

Telephone #: 626-848-7530 Drivers License #: N9244448

E-mail address: carmenaguilar966@yahoo.com

Address: 6937 Orchard Ave, Bell CA 90201

B. PREVIOUS EXPERIENCE/REFERENCES

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 [checked] No []

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

- 1. City/County: Salt Lake Park, Utah Contact Person: Mrs. Espinosa (1yr) Telephone #: Dates of last event: May 22, 2016
2. City/County: La Puente, CA Contact Person: Nicolas Claudio (5 yrs) Telephone #: 323 369 5854 Dates of last event: 8-15-15
3. City/County: Hollywood, CA Contact Person: Francis D. Silva (7 yrs) Telephone #: 310-429-6678 Dates of last event: 11-13-15

G. EVENT DESCRIPTION

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)

We will have total of 15 vendors between food & souveniers, game booth for children one large stage and enclosed beer garden entertainers from Nicaragua, and two local bands, Carlos Meza-Bodoy, was Diva Del Swing, Punta Mania.
Anticipated Attendance Total: 1000 Per Day: 1000

H. EVENT ENTERTAINMENT

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

I. EVENT DATES/TIMES

> Setup

Setup begins on: 05-20-2017 Setup ends on: 5-20-2017
mm/dd/yyyy mm/dd/yyyy
Setup will occur each day from: 7:00 am until 8:00 pm
Time (HH:MM) Time (HH:MM)

> Event

Event begins on: 05-21-2017 Event ends on: 05-21-2017
mm/dd/yyyy mm/dd/yyyy
Event will be open each day from: 10:00 am until 8:00 pm
Time (HH:MM) Time (HH:MM)

> Cleanup

Cleanup begins on: 05-22-2017 Cleanup ends on: 05-22-2017
mm/dd/yyyy mm/dd/yyyy
Cleanup will occur each day from: 8:00 am until 5 pm
Time (HH:MM) Time (HH:MM)

Notes: We will have cleaning crew all day during event

F. EVENT LOCATION

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

(Describe area of park your event will utilize)
Baseball field facing Florence Ave

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

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

II. SCHEDULE

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.

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: Maximus Security

Address: 2540 Grand Ave
Huntington Park, CA

Mr. J.R. Lopez Company Operator
Telephone #: 213-268-8103 Emergency Telephone #: 626-848-7530

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.

See enclosed attachment #A

ATTACHMENT "A"

SALT LAKE PARK
3401 E. FLORENCE AVENUE, HUNTINGTON PARK, CA 90255

MAXIMUS PROTECTIVE SERVICES, INC.

“We’re there when you’re not”



Security Services & Operational Plan

Prepared For: Nery Entertainment

Type of Event: Festival Nicaraguense at Salt Lake Park

Address: 3401 E. Florence Avenue

City: Huntington Park, California

Zip Code: 90255

Contact Phone: (626) 848-7530

Maximus Contact Information:

J.R. Lopez (213) 268-8103, President/CEO

JR@Maximus911.com

MAXIMUS PROTECTIVE SERVICES, INC.
"We're there when you're not"



Security Services & Operational Plan

Prepared For: Nery Entertainment

Type of Event: Festival Nicaraguense at Salt Lake Park

Address: 3401 E. Florence Avenue

City: Huntington Park, California

Zip Code: 90255

Contact Phone: (626) 848-7530

Maximus Contact Information:

J.R. Lopez (213) 268-8103, President/CEO

JR@Maximus911.com

LOGISTICS & OPERATIONAL PERIOD

EMERGENCY SERVICES:

Huntington Park P.D. – (323) 584-6254 - 6542 Miles Ave, Huntington Park, CA 90255

L. A. County Fire Department – (323) 589-1311 - 3255 Saturn Ave, Huntington Park

LOCAL HOSPITAL:

Community Hospital of Huntington Park - 2623 E Stauson Ave, Huntington Park, CA 90255

Phone: (323) 583-1931

OPERATIONAL PERIOD:

LOGISTICS & OPERATIONAL PERIOD

EMERGENCY SERVICES:

Huntington Park P.D. – (323) 584-6254 - 6542 Miles Ave, Huntington Park, CA 90255

L. A. County Fire Department – (323) 589-1311 - 3255 Saturn Ave, Huntington Park

LOCAL HOSPITAL:

Community Hospital of Huntington Park - 2623 E Slauson Ave, Huntington Park, CA 90255

Phone: (323) 583-1931

OPERATIONAL PERIOD:

SUNDAY: 18 Officers and 2 Supervisors 1000 – 2130 hours

OVERALL EVENT GOAL:

To create a safe and peaceful environment conducive to a successful and enjoyable family festival for the community by establishing and maintaining the below listed priorities:

- 1. Provide an omnipotent presence to deter crime and disorderly conduct**
- 2. Provide event personnel assistance and asset protection**
- 3. Provide money escorts to safeguard event personnel and revenue**
- 4. Deploy radios to maintain prompt communication between officers & supervisors**

AREAS OF CONCERN:

- 1. Entrance Gates – Assign unarmed Officers to support greeters**
 - A. Guests will be searched for weapons & illegal articles
 - B. I D cards will be checked and only guests over 21 will receive wrist band for alcohol consumption.
- 2. Beer Booth – Assign Armed/Unarmed Officers to ensure compliance**
 - A. Only guests with wrist bands will be allowed
- 3. Money movements – Assign Armed Officer when needed**
 - A. Any movement of money will escorted by officers
- 4. Stage Area – Officers to maintain order and control access to stage**

COMMENTS / ADDITIONAL DATES AND TIMES

We will have 15 guards altogether
to guards at opening of event and
reminder by 12 noon before beer
garden opens.

One guard will be on park overnight too
secure event grounds.

I. BUILDING AND SAFETY INFORMATION SUBMIT

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: ABANDONED CHILDREN OF NICARAGUA
 Event address: SALT LAKE PARK Date: 5-21-2017
 Event contact name: NERVY RIVERA Phone: 213-321-7260
 Event contact name: CHARLEN AGUIAN Phone: 626-848-7530

Tents (Indicate number of tents and size of each:

5 x 12/20 Ticket Trailer 1 x 10/10
10 x 10 x 10 Dance floor 30x20 EMERGENCY Tent

Rides and attractions:

electrical/generator driven rides: 0 # mechanical driven rides: 0
 # walk through/electric displays/booths: 0

Generators:

7 @ 20 hp ^(circle one) (KW) kva # _____ @ _____ hp ^(circle one) _____ kw kva
 # _____ @ _____ 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 #:	_____



Applicant's Signature

1-9-2017
Date

PERMIT No. _____

APPROVAL CHECKLIST

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 (800) 227-2600

Approved Not Approved No Approval Necessary Approved with conditions: _____

Name/Title: _____ Signature: _____

- Parks & Recreation Commission City Council

ATTACHMENT "B"

SPECIAL EVENT PERMIT USE RESTRICTED APPLICATION

REVISED 7/17
8-16-17



APPLICANT'S NAME:

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'S INFORMATION

Applicant Name: Abandoned Children of Nicaragua
(If organization/business, include name of a contact person)

Address: 1945 W. 68th St. Los Angeles CA 90047

Telephone #: 313, 321-7260 Emergency Telephone #: 626-898-7530

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: Carmen Aguilar

Telephone #: 626-898-7530 Drivers License #: N9244448

E-mail address: carmenaguilar966@yahoo.com

Address: 6937 Orchard Ave, Bell CA 90201

B. APPLICANT'S EXPERIENCE/PREFERENCES

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: Salt Lake Park Hanford CA Contact Person: Mrs. Espinosa (1 yr)

Telephone #: _____ Dates of last event: May 22, 2016

2. City/County: La Puente Handball Court La Puente, CA Contact Person: Nicolas Claudio (5 yrs)

Telephone #: 323-369-5854 Dates of last event: 8-15-15

3. City/County: Hollywood Park Casino Inglewood CA Contact Person: Marcelo D. Silva

Telephone #: 310-429-6678 Dates of last event: 11-13-16 (7 yrs)

C. EVENT DESCRIPTION

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)

We will have 15 vendors between food & arts and craft booths, Children game booths, live stage and enclosed dog garden, Music Group from Nicaragua, La Comuna Music, Punka Music and dance group from La Vesga Ballet Folclore.

Anticipated Attendance Total: 1000 Per Day: 1000

D. EVENT ENTERTAINMENT

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

F. EVENT DATES/TIMES

> Setup

Setup begins on: 8-15-2017 Setup ends on: 8-15-2017

Setup will occur each day from: 7:00am until 8pm

> Event

Event begins on: 8-16-2017 Event ends on: 8-16-2017

Event will be open each day from: 10 am until 8pm

> Cleanup

Cleanup begins on: 8-17-2017 Cleanup ends on: 8-17-2017

Cleanup will occur each day from: 8am until 5pm

Notes: We will have cleaning crew all day of event.

E. EVENT LOCATION

[X] Salt Lake Park [] Freedom Park [] Robert Keller Park [] Senior Park [] Other

(Describe area of park your event will utilize) Baseball field facing Florence Ave.

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

- Refundable Deposit, County Fire Permit, Entertainment Approval, Business License, Security Plan, Insurance, Building Permit, Plot Plan

3. 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.

6. 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: Maximus Security

Address: 2540 Grand Ave

Huntington Park Ca 90255

Mr. JR Lopez Carson Aguilar

Telephone #: 213-268-8103 Emergency Telephone #: 626-848-7530

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.

See enclosed Attachment #A

MAXIMUS PROTECTIVE SERVICES, INC.
"We're there when you're not"



Security Services & Operational Plan

Prepared For: Nery Entertainment

Type of Event: Festival Nicaraguense at Salt Lake Park

Address: 3401 E. Florence Avenue

City: Huntington Park, California

Zip Code: 90255

Contact Phone: (626) 848-7530

Maximus Contact Information:
J.R. Lopez (213) 268-8103, President/CEO
JR@Maximus911.com

LOGISTICS & OPERATIONAL PERIOD

EMERGENCY SERVICES:

Huntington Park P.D. – (323) 584-6254 - 6542 Miles Ave, Huntington Park, CA 90255

L. A. County Fire Department – (323) 589-1311 - 3255 Saturn Ave, Huntington Park

LOCAL HOSPITAL:

Community Hospital of Huntington Park - 2623 E Slauson Ave, Huntington Park, CA 90255

Phone: (323) 583-1931

OPERATIONAL PERIOD:

SUNDAY: 18 Officers and 2 Supervisors 1000 – 2130 hours

OVERALL EVENT GOAL:

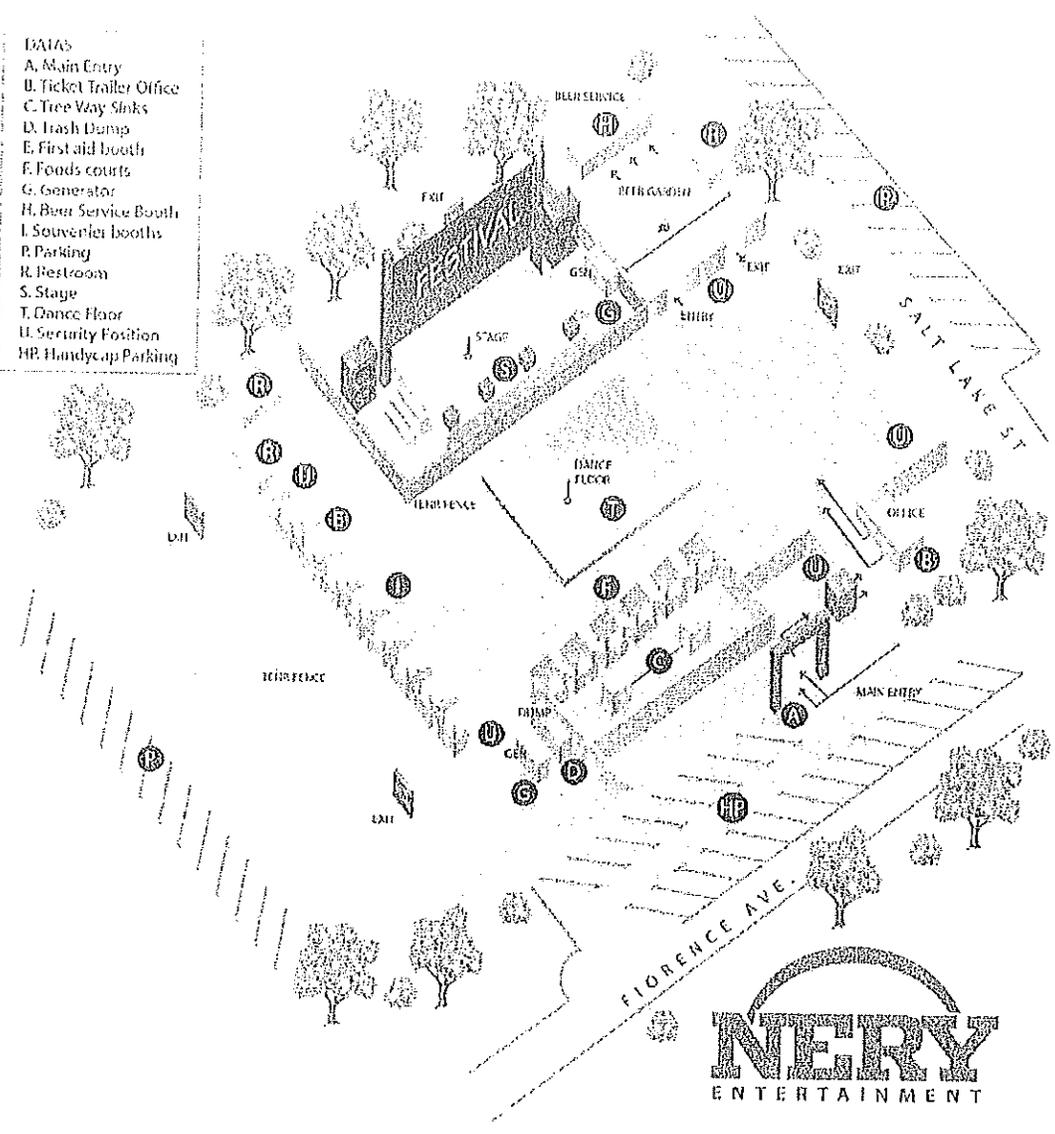
To create a safe and peaceful environment conducive to a successful and enjoyable family festival for the community by establishing and maintaining the below listed priorities:

- 1. Provide an omnipotent presence to deter crime and disorderly conduct**
- 2. Provide event personnel assistance and asset protection**
- 3. Provide money escorts to safeguard event personnel and revenue**
- 4. Deploy radios to maintain prompt communication between officers & supervisors**

AREAS OF CONCERN:

- 1. Entrance Gates – Assign unarmed Officers to support greeters**
 - A. Guests will be searched for weapons & illegal articles
 - B. I D cards will be checked and only guests over 21 will receive wrist band for alcohol consumption.
- 2. Beer Booth – Assign Armed/Unarmed Officers to ensure compliance**
 - A. Only guests with wrist bands will be allowed
- 3. Money movements – Assign Armed Officer when needed**
 - A. Any movement of money will escorted by officers
- 4. Stage Area – Officers to maintain order and control access to stage**

- DATA
- A. Main Entry
- B. Ticket Trailer Office
- C. Tree Way Sinks
- D. Trash Dump
- E. First aid booth
- F. Foods courts
- G. Generator
- H. Beer Service Booth
- I. Souvenir booths
- P. Parking
- R. Restroom
- S. Stage
- T. Dance Floor
- U. Security Position
- HP. Handicap Parking



NERY
ENTERTAINMENT

DAILY LICENSE APPLICATION/AUTHORIZATION - Non Transferable

Instructions: Complete all items. Submit to local ABC District Office with required fee (Cashier's Check or Money Order) payable to ABC. Once license is issued, fee cannot be refunded. For a listing of ABC District Offices please visit <http://www.abc.co.gov/distmap.html>

Pursuant to the authority granted by the organization named below, the undersigned hereby applies for the license(s) described below.

LICENSE NUMBER	GEO CODE
RECEIPT NUMBER	
FEE	
\$	

1. ORGANIZATION'S NAME
New Image Emergency Shelter

CONDITIONS REQUIRED Yes No

DIAGRAM REQUIRED Yes No

2. LICENSE TYPE (Check appropriate license type AND organization type)

a. **Daily General (\$25.00)** (Includes beer, wine and distilled spirits)

Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure

Organization Formed for Specific Charitable or Civic Purpose

Other:

Fraternal Organization in Existence Over Five Years with Regular Membership

Religious Organization

Vessel per Section 24045.10 B&P (\$50.00)

NUMBER OF DISPENSING POINTS
1

b. **Special Daily Beer (\$25.00)** **Special Daily Beer & Wine (\$50.00)** **Special Daily Wine (\$25.00)**

Charitable Fraternal Social Political Other:

Civic Religious Cultural Amateur Sports Organization

NUMBER OF DISPENSING POINTS

c. **Special Temporary License (\$100.00)** (Different privileges depending on statute)

Television Station per Section 24045.2 or 24045.9 B&P

Nonprofit Corporation per Sections 24045.4 and 24045.6 B&P

Person conducting Estate Wine Sale per Section 24045.8 B&P

Women's Educational and Charitable Organization per Section 24045.3 B&P

Other Special Temporary Licenses, per Section

License number	Amount \$

3. EVENT TYPE

Dinner Dance Wedding Lunch Picnic Barbeque Social Gathering Festival

Sports Event Concert Birthday Mixer Carnival Dinner Dance Other:

4. TOTAL # OF DAYS: 1

5. ESTIMATED ATTENDANCE: 450

6. HOURS OF ALCOHOLIC BEVERAGE SALES, SERVICE AND/OR CONSUMPTION
From 12:00pm To 7:00pm

7. EVENT DATE(S): Sunday August 7, 2016

8. EVENT IS OPEN TO THE PUBLIC Yes No

9. EVENT LOCATION (Give facility name, if any, street number and name, and city)
Lynwood Park 11301 Bullis Rd., Lynwood, CA 90262

10. LOCATION IS WITHIN THE CITY LIMITS Yes No

11. TYPE OF ENTERTAINMENT: Live bands and DJ

12. SECURITY GUARDS Yes No

If yes, how many? 12

14. REPRESENTATIVE'S TELEPHONE NUMBER: 323-215-5290

13. AUTHORIZED REPRESENTATIVE'S NAME: Renata Medina

15. REPRESENTATIVE'S ADDRESS: 465 N. Norton Ave. Los Angeles, CA 90004

16. ORGANIZATION'S MAILING ADDRESS (if different from #15 above): 121 Linden Ave. #C Long Beach, CA 90802

17. AUTHORIZED REPRESENTATIVE'S SIGNATURE

18. DATE SIGNED

PROPERTY OWNER APPROVAL BY (Name), REQUIRED See attached	PHONE NUMBER	PROPERTY OWNER SIGNATURE	DATE SIGNED
LAW ENFORCEMENT APPROVAL BY (Name), IF APPLICABLE	PHONE NUMBER	LAW ENFORCEMENT SIGNATURE	DATE SIGNED
DISTRICT OFFICE APPROVAL BY (Name)		ABC EMPLOYEE SIGNATURE	ISSUANCE DATE

The above-named organization is hereby licensed, pursuant to the California Business and Professions Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the above named location for the period authorized above. This license does not include off-sale ("to-go") privileges.

This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.

Certified General Electrician

Valid: 03/16/2010 to 03/16/2016



WEMBERD LOPEZ
No. 131600



State of California

Department of Transportation and Resources

1. BUILDING AND SAFETY INFORMATION SHEET

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: Ferny Augustino
Abandon Children of Nicaragua

Event address: Salt Lake Park Date: 8- -2017

Event contact name: Nery Rivera Phone: 213-321-7260

Event contact name: Carmen Aguilar Phone: 626-848-7530

Tents (indicate number of tents and size of each:

5 x 20/30 Ticket Trailer 1 x 10/10
10 x 10/10 Dance floor 30x30 emergency booth.

Rides and attractions:

electrical/generator driven rides: 0 # mechanical driven rides: 0

walk through/electric displays/booths: 0

Generators:

7 @ 20 hp (kw) kva # _____ @ _____ hp (kw) kva
_____ @ _____ 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-pottles, 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 #:	_____



Applicant's Signature

1-9-17

Date

APPROVAL SIGNATURES

The Department of Parks & Recreation requires proof of approval from the following departments and agencies. Please be advised that the \$30 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 (800) 227-2600

Approved Not Approved No Approval Necessary Approved with conditions: _____

 Name/Title: _____ Signature: _____

- Parks & Recreation Commission City Council

ATTACHMENT "C"

City of Huntington Park • Department of Parks & Recreation

3401 E. Florence Ave. • Huntington Park, CA 90255 • 323-584-6218 • FAX 323-584-6310 • www.huntingtonpark.org

Invoice

BILL TO
Abandoned Children of Nicaragua Attn: Carmen Aguilar 6937 Orchard Ave. Bell, Ca 90047 (213) 321-7260 carmenaguilar966@yahoo.com

INVOICE DATE	INVOICE NO.
1/17/2017	HP- F1115

Athletic Facility	QUANTITY	RATE	TOTAL
Freedom Park Multi-purpose Athletic Facility	0		\$0.00
Perez Park Multi-purpose Athletic Facility	0		\$0.00
Perez Park Multi-purpose Athletic Facility ½ Field	0		\$0.00
SLP Ball Field #3 (Weekday)	9	\$11.00	\$99.00
SLP Ball Field #4 (Weekday)	9	\$11.00	\$99.00
SLP Ball Field #3 (Weekend)	23	\$16.00	\$368.00
SLP Ball Field #4 (Weekend)	23	\$16.00	\$368.00
SLP Ball Field Grass #1, #2, #3 or #4	0		\$0.00
Batting Cages (15 Minutes)	0		\$0.00
Batting Cages (30 Minutes)	0		\$0.00
Batting Cages (60 Minutes)	0		\$0.00
SLP Gymnasium	0		\$0.00
SLP Gymnasium ½ Court	0		\$0.00
* Kevin De Leon Soccer Field A or B	0		\$0.00
*Kevin De Leon Soccer Field A + B (Entire Field)	0		\$0.00
*Kevin De Leon ¼ Soccer Field (Club Day Only)	0		\$0.00
SLP Soccer Square	0		\$0.00
SLP Soccer Square A or B (½ Field)	0		\$0.00
Light Fee	8	\$10.00	\$80.00
Personnel (Staff Supervision)	32	\$18.00	\$576.00
Field Marking - Chalk	0		\$0.00
Field Marking - Paint	0		\$0.00
SLP Tennis Courts	0		\$0.00
		SUBTOTAL	\$1,590.00
		REFUNDABLE DEPOSIT	\$2,500.00
		PREVIOUS INVOICE BALANCE	\$0.00
		PAYMENTS / CREDITS	\$0.00
		TOTAL	\$4,090.00

ATTACHMENT "D"

City of Huntington Park • Department of Parks & Recreation

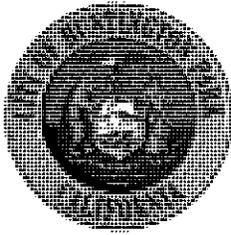
3401 E. Florence Ave. • Huntington Park, CA 90255 • 323-584-6218 • FAX 323-584-6310 • www.huntingtonpark.org

Invoice

BILL TO
Abandoned Children of Nicaragua
Attn: Carmen Aguilar
6937 Orchard Ave.
Bell, Ca 90047
(213) 321-7260
carmenaguilar966@yahoo.com

INVOICE DATE	INVOICE NO.
1/17/2017	HP- F1115

Athletic Facility	QUANTITY	RATE	TOTAL
Freedom Park Multi-purpose Athletic Facility	0		\$0.00
Perez Park Multi-purpose Athletic Facility	0		\$0.00
Perez Park Multi-purpose Athletic Facility ½ Field	0		\$0.00
SLP Ball Field #3 (Weekday)	10	\$11.00	\$110.00
SLP Ball Field #4 (Weekday)	10	\$11.00	\$110.00
SLP Ball Field #3 (Weekend)	22	\$16.00	\$352.00
SLP Ball Field #4 (Weekend)	22	\$16.00	\$352.00
SLP Ball Field Grass #1, #2, #3 or #4	0		\$0.00
Batting Cages (15 Minutes)	0		\$0.00
Batting Cages (30 Minutes)	0		\$0.00
Batting Cages (60 Minutes)	0		\$0.00
SLP Gymnasium	0		\$0.00
SLP Gymnasium ½ Court	0		\$0.00
* Kevin De Leon Soccer Field A or B	0		\$0.00
*Kevin De Leon Soccer Field A + B (Entire Field)	0		\$0.00
*Kevin De Leon ¼ Soccer Field (Club Day Only)	0		\$0.00
SLP Soccer Square	0		\$0.00
SLP Soccer Square A or B (½ Field)	0		\$0.00
Light Fee	8	\$10.00	\$80.00
Personnel (Staff Supervision)	32	\$18.00	\$576.00
Field Marking - Chalk	0		\$0.00
Field Marking - Paint	0		\$0.00
SLP Tennis Courts	0		\$0.00
		SUBTOTAL	\$1,580.00
		REFUNDABLE DEPOSIT	\$2,500.00
		PREVIOUS INVOICE BALANCE	\$0.00
		PAYMENTS / CREDITS	\$0.00
		TOTAL	\$4,080.00



CITY OF HUNTINGTON PARK

Administration
City Council Agenda Report

February 7, 2017

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:

RATIFY AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH ALLIANCE RESOURCE CONSULTING FOR EXECUTIVE SEARCH SERVICES FOR THE POSITION OF DIRECTOR OF FINANCE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Ratify and approve professional services agreement with Alliance Resource Consulting LLC for professional services for the Director of Finance Recruitment; and
2. Approve payment to Alliance Resource Consulting for the partial executive recruitment assignment to locate a Director of Finance.

BACKGROUND

Recruitment to locate a Director of Finance was started in September 2016 after former Director submitted a letter providing notice that she would not seek renewal of her agreement to continue to serve as the City's Interim Director of Finance. Several recruitment firms were contacted to request a quote, with some not being able to take new clients due to their current workload. We received two proposals:

Company	Location	Recruitment Time Frame	Partial Recruitment
Alliance Resource Consulting	Long Beach, CA	2 months	\$20,000
Koff & Associates	Berkeley, CA	3-4 months	\$23,000

The recruitment filing deadline was December 12, 2016. 20 applications were received and of those applicants, 13 were tagged as potentially well qualified for the position. Supplemental information was requested from the 13 applicants. 11 applicants were initially interviewed with the successful applicant still pending.

RATIFY AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH ALLIANCE RESOURCE CONSULTING FOR EXECUTIVE SEARCH SERVICES FOR THE POSITION OF DIRECTOR OF FINANCE

February 7, 2017

Page 2 of 2

It's important to note that should the City Council not be satisfied with the current pool of applicants, Alliance under this existing contract will re-open the recruitment until the City Council successfully recruits a suitable director.

FISCAL IMPACT/FINANCING

There is no fiscal impact. The \$20,000 is currently budgeted for FY 16-17 in account 111-0230-413.54-00 to cover recruitment.

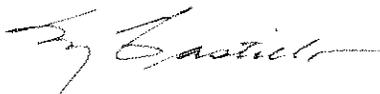
CONCLUSION

Upon Council approval, staff will move forward with recommended action.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Martha V. Castillo
Director of Human Resources

ATTACHMENT(S)

A. Professional Services Agreement with Alliance Resource Consulting

ATTACHMENT "A"



PROFESSIONAL SERVICES AGREEMENT

EXECUTIVE SEARCH SERVICES

This Agreement is made by and between the City of Huntington Park, CA ("Client") and Alliance Resource Consulting ("Consultant").

1. **Search Engagement.** The Client agrees to engage the Consultant to perform those services described below, for completion of the project described as follows: the Director of Finance recruitment ("the Search").
2. **Services.** The Consultant agrees to perform certain services necessary for completion of the Search, which services shall include the following:
 - a) Position analysis and preparation of recruitment brochure
 - b) Post the opportunity on our website for 30 days
 - c) Candidate identification and recruitment
 - d) Resume review and screening
 - e) Progress report
3. **Relationship.** The Consultant is an independent contractor and is not to be considered an agent or employee of the Client.
4. **Compensation.** As full compensation for the Consultant's services performed hereunder, the Client shall pay the Consultant the amount of \$20,000 (twenty thousand dollars), which includes up to two on-site meetings: one to develop the Recruitment Profile and one to present our Progress Report.

The Consultant's fee will be split between three invoices. The first invoice will be due after the start meeting. The Consultant will submit two equal monthly invoices for the remaining fees due. These shall be payable upon receipt.

5. **Compensation for Additional Services.** In the event the Client requires services in addition to those described in Paragraph 2, the Consultant shall be compensated at a negotiated rate for professional services, plus reimbursement of expenses. In the event that the Client hires, within one year of completion of this recruitment project, any candidates identified during the Progress Report as a result of Consultant's recruitment project for any position other than the Director of Finance, the Client agrees to pay Consultant a fee of \$5,000 for each additional candidate hired. For purposes of this paragraph, "Candidate" is defined to include any and all individuals about whom information of any sort was provided by Consultant in writing to the Client in the course of this recruitment project. The parties hereto agree that the obligations set forth in this paragraph shall survive the termination of this Agreement.
6. **Guarantee.** The Consultant cannot guarantee a successful outcome for the Client with a partial recruitment.
7. **Records Retention.** Copies of all hard copy documents associated with the recruitment will be retained for three years from the anniversary date of the hiring of the candidate. Retention of records beyond three years must be requested in writing before the conclusion of the recruitment. Records stored beyond three years will be maintained in an off-site secure storage facility at a cost of \$50 per box per year. Additional costs associated with access, retrieval, delivery, organizing, photocopying, etc. shall be billed as a separate invoice at a rate of \$50 per hour.
8. **Method of Payment.** Progress payment of the Consultant's professional services fee and expenses shall be made by the Client upon receipt of billings from the Consultant, as outlined in our proposal.
9. **Term.** The term of this Agreement shall commence on _____, at which time the Consultant shall begin work on the Search and shall continue, subject to the termination provisions of Paragraph 10, until the date that the Consultant completes the Search. The time of completion of the Search is estimated to be 100 days from the date of the meeting to develop the Recruitment Profile.
10. **Termination.** This Agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional service fees and for expense reimbursement to the date of termination; and the Consultant shall provide to the Client all work product completed or in progress at such date and communicate such recommendations and conclusions to the Client as may have been formed by such date. If a cancellation occurs within the first 30 days of the assignment, following either verbal or written authorization to proceed, one-third of the professional fee will be due. If a cancellation occurs thereafter, the fee beyond the first one-third will be prorated based upon the number of calendar days which have elapsed. If a cancellation occurs after 90 days, all professional fees will be due in full.
11. **Insurance.** The Consultant shall maintain in force during the term of the Agreement, General Liability Insurance including Personal Injury; Professional Liability; Automobile Liability Insurance (Non-Owned and Hired Liability); and Workers' Compensation Insurance.

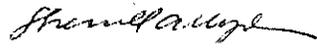
12. **Client Responsibilities.** The Client shall inform Consultant about matters relevant to the search that Client wishes to keep confidential (e.g., salary, personnel issues, and other privileged information); provide names of people previously interviewed/considered for this position; forward copies of resumes received; provide feedback to Consultant regarding the information and recommendations provided by Consultant; communicate internal decisions/deadlines that impact the recruitment process and/or the delivery of work product; promptly decide upon and follow up in scheduling interviews with the most promising candidates; and assist in providing information to candidates that will enable them to make their career decisions.
13. **Candidate Travel.** Candidates are responsible for travel related expenses to the Client interviews unless such expenses are authorized by the Client. Client travel policies shall be provided to the Consultant at the initial start meeting.
14. **Miscellaneous.**
- a) The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement.
 - b) Neither this Agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the Client.
 - c) This Agreement shall be modified only by a written Agreement duly executed by the Client and the Consultant.
 - d) Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
 - e) This Agreement shall be governed by and construed in accordance with the laws of the State of California.
 - f) All notices required or permitted under this Agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

SIGNATURES ON FOLLOWING PAGE

APPROVED:

Dated: November 2, 2016

Alliance Resource Consulting LLC

By 

Title Founding Partner

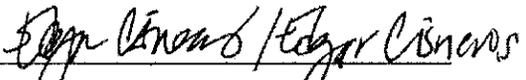
Address:

400 Oceangate, Suite 480

Long Beach, CA 90802

Dated: 11/1/16, 2016

City of Huntington Park, CA

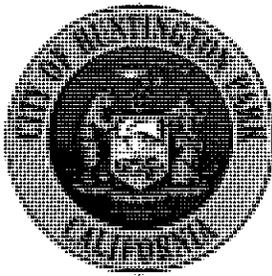
By 

Title City Manager

Address:

6550 Miles Avenue

Huntington Park, CA 90255



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

February 7, 2017

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 FUNDING AGREEMENT WITH COSTCO WHOLESALE CORPORATION (COSTCO) TO PREPARE A FEASIBILITY STUDY AND CREATE A COMMUNITY REVITALIZATION AND INVESTMENT AUTHORITY (CRI) AND PROFESSIONAL SERVICES AGREEMENT WITH KOSMONT COMPANY TO ASSIST IN THE ESTABLISHMENT OF A CRI.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a funding agreement with Costco Wholesale Corporation in an amount not to exceed \$86,500;
2. Approve a Professional Services Agreement with Kosmont Companies in an amount not to exceed \$86,500;
3. Authorize the City Manager to execute the agreement and approve amendments to the agreement that do not exceed 10% of the total of the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2015, the State of California adopted AB2/AB 2492 known as the Community Revitalization and Investment Authority (CRI), which was designed to restore redevelopment authority to disadvantaged communities based on certain provisions of former Community Redevelopment Law. CRI provides new authority to revitalize communities through planning and financing infrastructure improvements and upgrades; economic development activities such as new major retail developments; and affordable housing via tax increment financing.

In August 2016, Kosmont Companies began to undertake an evaluation of the feasibility of a CRI for multiple targeted areas within the City of Huntington Park. The purpose of the evaluation was to identify the practical and financial/economic efficiency of a CRI in order to determine whether or not the City should proceed with formation and implementation of the CRI.

APPROVE FUNDING AGREEMENT WITH COSTCO WHOLESALE CORPORATION (COSTCO) TO PREPARE A FEASIBILITY STUDY AND CREATE A COMMUNITY REVITALIZATION AND INVESTMENT AUTHORITY (CRIA) AND PROFESSIONAL SERVICES AGREEMENT WITH KOSMONT COMPANY TO ASSIST IN THE ESTABLISHMENT OF A CRIA.

February 7, 2017

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An overview of the evaluation was completed and was presented to City Council at the December 6, 2016 meeting. The evaluation demonstrated a preliminary feasibility for pursuit of a CRIA. The steps to moving forward will include finalizing of the CRIA boundaries, identifying of tax increment dedications and complementary funding sources, and outreach with the community stakeholders.

The direction at the December 6, 2016 Council meeting was to move forward with formation of the CRIA. In order to fund the project, Costco and the City are partnering in this endeavor. The City and Costco are seeking to identify a project site for the development of a Costco Store and establishment of a CRIA. If the CRIA is established, it will aid the City in the assembly of a potential Costco Store site. Through a Funding Agreement between the City and Costco, Costco will provide the funding to contract Kosmont Companies to assist in the formation of a CRIA. To that end, the City will enter into a professional services agreement with Kosmont Companies to assist the City in the development and formation of the CRIA.

FISCAL IMPACT/FINANCING

Funding was approved in the City's FY 2016-17 Adopted Budget under account number 111-5010-419.56-41 to fund contractual services for Economic Development purposes. The scope of work and agreement with Kosmont would be eligible as an expense under this account. A reimbursement account will be established to receive Costco financial assistance for contractual services.

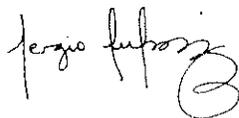
CONCLUSION

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

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Sergio Infanzon
Community Development Director

APPROVE FUNDING AGREEMENT WITH COSTCO WHOLESALE CORPORATION (COSTCO) TO PREPARE A FEASIBILITY STUDY AND CREATE A COMMUNITY REVITALIZATION AND INVESTMENT AUTHORITY (CRIA) AND PROFESSIONAL SERVICES AGREEMENT WITH KOSMONT COMPANY TO ASSIST IN THE ESTABLISHMENT OF A CRIA.

February 7, 2017

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ATTACHMENT(S)

- A. Funding Agreement with Costco and City
- B. Professional Services Agreement

ATTACHMENT "A"

FUNDING AGREEMENT

**TO PREPARE A FEASIBILITY STUDY AND CREATE A COMMUNITY
REVITALIZATION AND INVESTMENT AUTHORITY**

THIS FUNDING AGREEMENT (“Agreement”), dated this ___ day of February, 2017 is entered into by and between the CITY OF HUNTINGTON PARK, a public body (“City”), and Costco Wholesale Corporation, a Washington corporation (“Costco”). City and Costco (each, a “Party” and, collectively, the “Parties” below) agree as follows:

RECITALS

A. City and Costco are seeking to identify a project site for the development of a Costco store (the “Retail Project”); and

B. City is contemplating the establishment of a Community Revitalization and Investment Authority (“CRIA”) that would, if established, be of benefit to the Retail Project in that several potential sites for the Retail Project are located within the proposed CRIA boundary recommended by the City Council of the City on January 17, 2017, as depicted on Attachment A to this Agreement (“Proposed CRIA Boundary”); and

C. City has obtained a proposal from Kosmont & Associates (“Kosmont”) to conduct certain feasibility studies in connection with a proposed CRIA and to prepare and finalize a CRIA Plan as required by State law, for the real property located within the Proposed CRIA Boundary, and concurrently herewith will enter into an agreement with Kosmont, in order to implement that proposal; and

D. Costco is willing to fund the costs incurred by the City pursuant to the Kosmont Agreement in connection with City’s consideration of a CRIA, subject to the terms and conditions of this Agreement; and

E. The Parties have each approved the scope of work and compensation included in the Kosmont Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Definitions

The defined terms herein, as indicated by initial capitalization, shall have the following respective meanings:

1.1.1 City shall mean the City of Huntington Park, a California municipal corporation.

1.1.2 Costco shall mean Costco Wholesale Corporation, a Washington corporation and its successors and assigns as further described in Section 2.3.

1.1.3 Kosmont shall mean shall mean Kosmont & Associates, dba the Kosmont Companies.

1.1.4 Kosmont Agrcement shall mean that certain Proposal for Community Revitalization and Investment Authority (CRIA) Formation Assistance by and between City and Kosmont dated of even date herewith, a copy of which is attached hereto as Attachment B, as the same may be amended or modified from time to time with the approval of Costco thereto as further set forth in Section 3.1.

1.1.5 Law shall mean any present or future law, statute, code, rule, regulation, ordinance, writ, injunction, order decree, ruling, court decision, condition of approval or authorization, or other legally binding condition or requirement of any governmental authority (including but not limited to federal, state and local authorities) or quasi-governmental body having or exercising jurisdiction or control over City, Costco, the Retail Project, the subject matter of this Agreement, or any portion thereof.

1.1.6 Retail Project shall have the meaning set forth in Recital “A”.

ARTICLE 2. PURPOSE OF AGREEMENT; PARTIES; PROHIBITION AGAINST TRANSFER.

2.1 Purpose of the Agreement

The purpose of this Agreement is to facilitate the creation of a CRIA in the City of Huntington Park to encourage revitalization through planning and financing infrastructure improvements and upgrading; economic development activities; and affordable housing via tax increment financing based.

2.2 City

City is a public body, corporate and politic, exercising governmental functions and powers and organized and existing pursuant to Part 1 of Division 24 of the Health and Safety Code, Section 33000 et seq. of the State of California. The principal office of City is located at 6550 Miles Avenue, Huntington Park, California 90255. The term “City” includes any assignee or successor to City’s rights, powers and responsibilities under this Agreement.

2.3 Costco

Costco is a Washington corporation, having its principal office at 999 Lake Drive, Issaquah, Washington 98027. The term “Costco” as used herein includes an authorized and approved assignee or successor of Costco Wholesale Corporation, as may be permitted by this

Agreement. All of the terms, covenants, and conditions of this Agreement shall be binding on such successors and assigns of Costco. The authorized representative of Costco for purposes of carrying out this Agreement shall be Steve McArthur.

2.4 Limitations On Transfer

2.4.1 Neither Party shall assign all or any part of this Agreement without the prior written approval of the other Party, in its sole and absolute discretion, except that an assignment to an entity controlled by Costco shall not require the prior written approval of City.

2.5 Certain Acknowledgements

Costco and City acknowledge that:

(a) all activities by City pursuant to this Agreement shall be made in accordance with applicable Law, which Law imposes certain duties on public agencies such as City that are not imposed on private parties; and

(b) this Agreement in no way binds City or Costco to any actions, including without limitation, formation of a CRIA, determination of final CRIA boundaries, acquisition of any real property, or entitlement of the Retail Project.

2.6 Delegation to City Manager

The City Manager is hereby authorized to take any and all steps necessary on behalf of the City to implement this Agreement and to cause the completion of the Environmental Investigation.

ARTICLE 3. FEASIBILITY STUDY AND CRIA CREATION

3.1 CRIA Investigation Process; Kosmont Agreement.

3.1.1 City shall execute the Kosmont Agreement promptly following execution by City and Costco of this Agreement and shall promptly obtain the signature of Kosmont thereto. In no event shall City extend the timelines under, modify the scope of work of, increase the “not-to-exceed” amounts authorized by, authorize reallocation of “not-to-exceed” budget amounts set forth in or otherwise amend, modify or terminate the Kosmont Agreement without the prior written consent of Costco thereto. Costco shall have no responsibility for payment of any additional costs and expenses incurred by City as a result of its approval of any of the foregoing without the prior written consent of Costco, and City shall be solely liable therefor.

3.1.2 City agrees to take whatever actions are reasonably necessary to implement the CRIA and to carry out feasibility studies required in connection therewith, including compliance with the Kosmont Agreement and enforcement of Kosmont’s obligations thereunder at its sole cost, but subject to reimbursement with respect to the Kosmont Agreement as set forth in this Agreement. City further agrees to take whatever actions are reasonably necessary, in the discretion of City, to determine whether creation and implementation of the CRIA is feasible.

3.1.3 Nothing herein shall obligate the City to approve a CRIA Plan or particular CRIA boundaries, or the Retail Project or any entitlement therefor; provided however, that if City shall, without the prior written consent of Costco, modify the Proposed CRIA Boundary in a manner that removes sites identified by Costco as suitable for the Retail Project and thereafter proceeds to adopt the CRIA, then City shall, within thirty (30) days following such action, reimburse Costco for all costs and expenses incurred by Costco under this Agreement, and upon such payment, this Agreement shall terminate.

ARTICLE 4. PAYMENTS AND REIMBURSEMENTS

4.1.1 City shall promptly upon its receipt of each invoice from Kosmont under the Kosmont Agreement, forward such invoice to Costco and City shall confer with Costco's authorized representative prior to approval and payment of such invoice. Following such consultation with Costco, Costco shall promptly advise City of any disagreements as to the amounts due under any invoice. City shall approve such invoice only if its objections and those of Costco are resolved to the satisfaction of each. Provided that City approves the invoice, it shall pay Kosmont the amounts specified in the invoice within thirty (30) days following City receipt of the properly detailed invoice. In no event shall City approve an invoice for which amounts are claimed that exceed the "not-to-exceed" amount for any Task without the prior written approval of Costco in its sole discretion.

4.1.2 On a monthly basis, within thirty days following its receipt of documentation of payment by City to Kosmont of any Kosmont invoice approved by the City as described in Section 4.1.1, Costco shall reimburse City for the actual costs and expenditures incurred by City under the Kosmont Agreement in that invoice, without mark-up, but specifically excluding (a) administrative fees charged by Kosmont, if any, and (b) interest charged by Kosmont for City failure to timely pay Kosmont under the Kosmont Agreement.

4.1.3 The Parties acknowledge and agree that the Kosmont Agreement provides as follows: "City agrees to use its best efforts to obtain payment from Costco for the work performed by Consultant and to that end, will timely submit all invoices from Consultant for Costco's approval and payment. Under no circumstances will Consultant look to City for payment for the work performed pursuant to this Agreement."

ARTICLE 5. GENERAL PROVISIONS

5.1 Notices, Demands and Communications Between the Parties

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage pre-paid, return receipt requested, or by Federal Express or other courier service which provides a written receipt of delivery, or telegraphed, delivered or sent by telex, telecopy, or facsimile to the addresses set forth in this Section 5.1, with a copy to designated legal counsel. The notices or other communications shall be deemed received and effective upon: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, the date of delivery or refusal to accept delivery indicated in the certified or registered mail receipt; (iii) if

given by courier service, on the date of delivery evidenced by the receipt for delivery provided by the courier service; or (iv) if given by telex, telecopy, or faxed, the date of successful transmission as confirmed by the sending telex, telecopy, or facsimile machine, provided a copy of the notice is mailed or delivered to the addressee within two (2) business days.

City:

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Executive Director
Telephone: (323) 584-6210
Facsimile: (323) 584-2450

With a copy to:

Alvarez-Glasman & Colvin
13181 Crossroads Pkwy. North
Suite 400 - West Tower
City of Industry, CA 91746
Attn: Noel Tapia
Telephone: (562) 699-5500
Facsimile: (562) 692-2244

Costco:

Costco Wholesale Corporation
999 Lake Drive
Issaquah, WA 98027-5367
Attn: Seth Katz, Esq.
Telephone: (425) 427-3972
Facsimile: (425) 313-8114

Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either Party may from time to time reasonably designate as provided in this Section 5.1.

5.2 Non-liability of Officials and Employees

No member, official or employee of City or City shall be personally liable to Costco, or any successor in interest, in the event of any default or breach by City or City or for any amount which may become due to Costco or its successors, or on any obligations under the terms of this Agreement. No individual member, shareholder, partner, officer, director, or employee of Costco shall be personally liable to City or City hereunder, or any successor in interest, in the event of any default or breach by Costco or for any amount which may become due to City or City or their respective successors, or on any obligations under the terms of this Agreement.

5.3 Termination of Agreement

5.3.1 Either Party may terminate this Agreement at any time, with or without cause, upon three (3) days written notice to the other Party.

5.3.2 In the event of termination of this Agreement, Costco shall remain responsible to pay to City all amounts paid or owing to Kosmont in accordance with this Agreement and incurred during the period prior to termination of this Agreement. Costco shall pay the outstanding amount to City in accordance with Article 4 of this Agreement.

5.3.3 Upon termination of this Agreement and payment of monies pursuant to Section 3.1.3 or 5.3.2, as applicable, this Agreement shall be of no further force or effect, and neither Costco nor City shall have any further rights against or liability to the other under this Agreement, regarding the Retail Project, the Kosmont Agreement, the property within the Proposed CRIA Boundary or the subject matter of this Agreement.

5.4 Applicable Law and Attorneys' Fees

The laws of the State of California shall govern the interpretation and enforcement of this Agreement. Should legal action be brought by either Party for breach of this Agreement to enforce any provision, the prevailing Party in such action shall be entitled to actual, reasonable attorneys' fees, court costs, and other litigation expenses including, without limitation, expenses incurred for preparation and discovery.

5.5 Acceptance of Service of Process

5.5.1 In the event that any legal action is commenced by Costco against City, service of process on City shall be made by personal service upon the City Manager or in such other manner as may be provided by law.

5.5.2 In the event that any legal action is commenced by City against Costco, service of process on Costco shall be made by personal service upon the agent for service of process designated by Costco pursuant to applicable law within the State of California.

5.6 Rights and Remedies are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by any other Party. Upon the occurrence of an event of default, except as to rights and remedies expressly declared to be exclusive in this Agreement, the injured Party shall have all rights and remedies against the defaulting Party as may be available at law or in equity to cure, correct or remedy any event of default, to obtain specific performance, to recover damages, or to obtain any other remedy consistent with the purpose of this Agreement.

5.7 Inaction Not a Waiver of Default

Any failures or delays by any Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive any Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

5.8 Institution of Legal Actions

In addition to any other rights or remedies, and except as otherwise expressly stated in this Agreement, either Party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain specific performance or any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that County, or in the Federal District Court in the Central District of California.

5.9 Successors and Assigns

This Agreement shall bind and inure to the benefit of the Parties to this Agreement and their respective successors and assigns. However, this provision shall not authorize the any assignment or transfer that is prohibited by the other terms of this Agreement.

5.10 Relationship of the Parties

The terms and provisions of this Agreement shall not cause the Parties to be construed in any manner whatsoever as partners, joint venturers or agents of each other in the performance of their respective duties and obligations under this Agreement, or subject either Party to this Agreement to any obligations, loss, charge or expense of the other Party unless the Party to be held responsible has independently contracted with the claimant so as to make it directly responsible for the performance and/or payment, as appropriate, of the pertinent obligation, loss, charge or expense.

5.11 No Obligation To Third Parties

This Agreement is intended to confer rights and benefits only upon the Parties hereto and their successors and assigns and is not intended to confer any rights or benefits upon any other person or entity. No person or entity other than the Parties and their successors and assigns shall have any legally enforceable rights hereunder. All rights of action for any breach of this Agreement are hereby reserved to the Parties and their successors and assigns.

5.12 Time of Essence

Time is of the essence of this Agreement.

5.13 Construction of Agreement

5.13.1 Context and Construction. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural, and the masculine shall include the feminine and neuter and vice versa. Whenever a reference is made herein to a particular Article of this Agreement, it shall mean and include all Sections, Sections and subparts thereof, and, whenever a reference is made herein to a particular Section or Section, it shall include all Sections and subparts thereof. The headings in this Agreement are included solely for convenience, and if there shall be any conflict between such headings and the text of this Agreement, the text shall control.

5.13.2 Advice of Counsel; Interpretation. Should any provisions of this Agreement require interpretation, it is agreed that the person or persons interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party thereto who itself or through its agent or counsel prepared the same or caused the same to be prepared; it being agreed that the agents and counsel of both of the Parties hereto have participated equally in the negotiation and preparation of this Agreement.

5.13.3 Calendar days; Computation of Time. "Day" or "days" as used herein shall refer to calendar day or days, unless otherwise specifically provided herein. Unless otherwise required by a specific provision of this Agreement, time hereunder is to be computed by excluding the first day and including the last day. If the date for performance falls on a Saturday, Sunday, or legal holiday, the date for performance shall be extended to the next business day.

5.14 Further Assurances

Each of the Parties hereto shall execute and deliver any and all additional papers, documents, instruments and other assurances and shall do any and all other acts and things reasonably necessary to carry out the purposes of this Agreement and the intent of the Parties hereto.

5.15 Approvals

Except as expressly stated otherwise in this Agreement, approvals required of City or Costco shall not be unreasonably withheld or delayed, and approval or disapproval shall be given within the time set forth herein, or, if no time is given, within a reasonable time. Time shall be of the essence of approvals required of either Party.

5.16 Severability

To the best knowledge and belief of the Parties to this Agreement, this Agreement contains no provision that is contrary to any federal, state or local law or to any regulatory requirement or other ruling or regulation of a federal, state or local agency or that would be in breach of the obligations of either or both of the Parties hereto under the terms and provision of any legally binding agreement. However, if any provision of this Agreement, or any part thereof, shall at any time be held to be invalid, in whole or in part, under any applicable federal, state or local law by a court of competent jurisdiction, or by arbitrators or an administrative agency of the federal, state or local government with proper jurisdiction, then such provision or a portion thereof, as appropriate, shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law and the validity and enforceability of the remaining provisions of this Agreement shall remain in effect and shall in no way be affected, impaired or invalidated, unless the invalidated provision(s) shall uniquely, materially and adversely affect the rights and obligations of a Party to this Agreement.

5.17 Entire Agreement

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties regarding all or any part of the subject matter hereof.

5.18 Waivers and Amendments

All modifications, extensions, additions or amendments to this Agreement shall be in writing and signed by the Parties hereto.

“CITY”

THE CITY OF HUNTINGTON PARK, a
public body, corporate and politic

By: _____
Edgar P. Cisneros, City Manager

ATTEST:

By: _____
City Clerk

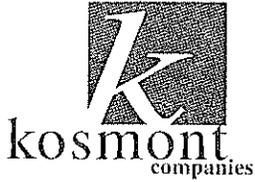
Approved as to form:

By: _____
Noel Tapia, Assistant City Attorney

COSTCO WHOLESALE CORPORATION,
a Washington corporation

By: Jack S. Frank, VP Real Estate

ATTACHMENT "B"



January 4, 2017

Mr. Edgar Cisneros
City Manager
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

**Re: Proposal for Community Revitalization and Investment Authority ("CRIA")
Formation Assistance**

Dear Mr. Cisneros:

Kosmont & Associates, Inc. doing business as Kosmont Companies ("Consultant" or "Kosmont") is pleased to present this proposal to the City of Huntington Park ("Client" or "City") for economic development advisory services in connection with the potential formation of a Community Revitalization and Investment Authority ("CRIA"). If this proposal is acceptable to you, it will serve as an Agreement when executed and returned by Client to Consultant.

I. BACKGROUND AND OBJECTIVE

In August 2016, as a result of private sector development proposal activity, Kosmont initiated an evaluation of the financial and economic feasibility of a CRIA for multiple targeted areas within the City, in order for the City to determine whether or not to proceed with formation and implementation of a CRIA. Kosmont presented the findings of the initial evaluation to City Council in December 2016, demonstrating qualification for the CRIA program based on demographic, environmental, and public health eligibility criteria, and preliminary viability for CRIA implementation.

Based on the December 2016 presentation, City Council directed City staff to work with Kosmont on the further evaluation of the CRIA, including the preparation of a CRIA Plan utilizing the City Council directed CRIA boundaries, identification of property tax increment sources and uses, preparation of the governing CRIA Plan, and outreach with community stakeholders prior to CRIA formation. Kosmont proposes the following Scope of Services accordingly.

II. SCOPE OF SERVICES

Task 1: Final CRIA Boundaries and Targeted Projects

Based on the finalized CRIA Plan area established by City staff and Consultant, Consultant will incorporate corresponding additional future development project data (e.g. square footage, units) as available from the City. Absent available project data or different information provided by the City, Kosmont will base its analysis of the scope and timing of potential future development on the existing zoning and historical and projected market supply/demand absorption trends (based on CoStar market data). If land use or zoning changes will be required to implement any of the likely projects, this will be generally identified.

Timeline: Completed within 14 days from assignment authorization

Task 2: Financial Analysis and Community Outreach

Based upon the final boundary scenario, targeted projects and other analysis described in Task 1, Kosmont will evaluate corresponding financial sources and uses. Sources are anticipated to include property tax increment, site-specific tax revenue contributions (e.g. sales tax), grants (e.g. Cap-and-Trade Greenhouse Gas Reduction Fund Affordable Housing and Sustainable Communities grant program) and/or other complementary funding sources. Kosmont will prepare the supporting tax increment analysis for the anticipated duration of the CRIA (i.e. 45 years).

Financial uses are anticipated to include potential project and infrastructure development costs, reflecting the required 25% affordable housing set-aside. Public improvement / infrastructure cost estimates will require input from City engineering staff or separately retained third party engineering consultant.

The financial plan shall use illustrative sources and uses analysis for a sample big-box retail project, utilizing preliminary pro forma assumptions to be provided by the City (e.g., analysis of tax-increment generated including timing for tax increment generating development, public agency and private sector funding partners).

In developing the financial analysis, Kosmont will evaluate one sample project (e.g. potential big box retail project) as a means to illustrate financial sources and uses for a potential public-private transaction involving the application of a CRIA in conjunction with other available funding sources, financing mechanisms, or other economic development tools (e.g. PACE program, Affordable Housing and Sustainable Communities Cap-and-Trade funds, New Market Tax Credits, etc.).

Kosmont will provide a draft of the financing plan to City staff, and will meet with City staff to review the plan. The City and Kosmont will work together to establish the funding requirements to properly implement the CRIA and to assure adequate revenues remain in the general fund to address current and future projected general fund requirements, including the extent to which future property tax increment and/or sales tax increment (above the existing baseline at the time of plan adoption) shall be allocated to the CRIA to

meet CRIA requirements. Based on input received, Kosmont will revise and finalize the sources and uses and additional financial analysis required for the CRIA Plan. Up to two rounds of revisions are contemplated by this Task.

As related to CRIA outreach, a representative of Kosmont will attend up to 3 public outreach meetings to present information regarding the CRIA Plan and process. Following such meetings, Kosmont will, if feasible, identify meeting participants that are members of the public who might serve as members of the governing board of the CRIA.

Timeline: First draft of financing analysis to be provided to City within 30 days from assignment authorization. Anticipated completion within 60 days from assignment authorization, provided prompt review and response is provided by City staff. Community outreach meetings anticipated to take place within 60 days following assignment authorization.

Task 3: Preparation of CRIA Plan

Kosmont will prepare a draft CRIA Plan, comprised of the following information and all other information required by the CRIA legislation and/or the City to be included in the CRIA Plan:

- A statement of the principal goals and objectives of the Plan, including territory to be covered
- A description of the deteriorated or inadequate infrastructure within the Plan Area and program for repair or upgrading of existing infrastructure
- A housing program that describes how the CRIA authority will comply with the affordable housing requirements of the CRIA legislation, which shall include
 1. Amount available in the Low and Moderate Income Housing Fund ("LMIHF") and the estimated amounts that will be deposited in the fund during each of the next five years
 2. Estimates of the number of new, rehabilitated, or price restricted residential units to be assisted during each of the five years and estimates of expenditures of moneys from the LMIHF during each of the five years
 3. A description of how the program will implement the requirements for expenditures of funds in the LMIHF over a 10-year period
 4. Estimates of the number of units, if any, developed by the CRIA for very low, low, and moderate income households during the next five years
- A program to remedy or remove a release of hazardous substances, if applicable
- A program to provide funding for or otherwise facilitate the economic revitalization of the area
- A fiscal analysis setting forth projected receipt of revenue and projected expenses over a five-year planning horizon, including the potential issuance of bonds backed by tax increment.
- Time limits to establishing loans, advances, and indebtedness and fulfilling all the CRIA's housing obligations

In addition to the required elements listed above, the CRIA Plan shall also provide authority to the CRIA to:

- Provide funding or other resources to rehabilitate, repair upgrade, or construct infrastructure
- Purchase, lease or otherwise acquire and/or dispose of (by sale and/or lease) real and personal property and improvements, including through the exercise of eminent domain, in accordance with the requirements of the CRIA legislation
- Issue bonds secured by property and/or sales tax increment
- Make loans or grants to owners or tenants where consistent with plan goals, to facilitate improvement, retrofit or seismic upgrade of structures within the Plan area
- Provide direct assistance to businesses within the Plan area in connection with new or existing facilities for industrial or manufacturing uses as allowed by the CRIA legislation.

As part of its preparation of the CRIA Plan, Kosmont shall identify funding required to defray the initial expenses and overhead of the CRIA. Kosmont will provide a draft of the CRIA Plan to City staff, and will meet with City staff to review same. Based on input received, Kosmont will revise and finalize the draft CRIA Plan for consideration by the City Council. Up to two rounds of revisions are contemplated by this Task.

Timeline: First draft of CRIA plan provided to City within 75 days from assignment authorization, anticipated completion on or about 105 days from assignment authorization, provided prompt review and response is provided by City staff.

Task 4: Public Hearings

Kosmont will attend and assist with the adoption of the CRIA Plan at the required series of three (3) public hearings (at least thirty (30) days apart) pursuant to the CRIA legislation.

Timeline: First hearing anticipated to take place 120 to 135 days from assignment authorization (provided that a minimum of 30 days public notice must be provided upon plan completion).

OPTIONAL Task 5: As-Needed Development Transaction Structuring Assistance

If requested by the City, Kosmont will assist the City on an as-needed basis with private sector development transaction structuring as related to the projects anticipated for inclusion in the CRIA. A separate budget and scope of work will be developed if this Task is requested by the City.

Key Deliverables:

- Task 1: Maps and other deliverables as outlined above
- Task 2: Draft and Final Financial Plan; Presentations for Community Outreach
- Task 3: Draft and Final CRIA Plan.
- Task 4: Attendance at three (3) public hearings

Unless otherwise required and approved by the City, attendance at public hearings and community outreach events shall be limited to one representative of Kosmont.

III. SCHEDULE AND REQUIRED DATA

Consultant is prepared to commence work as soon as authorized. Delivery of a draft CRIA Plan is anticipated within twelve (12) weeks of assignment authorization and confirmation of City-preferred final CRIA boundary scenario and targeted projects. City will provide Consultant with all relevant property and project data (e.g. ownership information, site plans, engineering cost estimates).

IV. COMPENSATION

Compensation for Tasks 1-5 is estimated below for professional services (hourly) fees at Consultant's billing rates as shown on Attachment A. Amounts set forth below are "not to exceed" amounts, provided that the same may be increased with the prior written approval of City as further set forth below.

Task	Estimated Budget
1. Final CRIA Boundaries and Targeted Projects	\$5,000
2. Financial Analysis and Community Outreach	\$32,500 to \$39,000*
3. Preparation of CRIA Plan	\$25,000 to \$30,000
4. Public Hearings	\$10,000 to \$12,500
5. OPTIONAL Transaction Structuring Assistance	TBD
Total Professional Services (Hourly) Fees	\$72,500 to \$86,500

**Includes 3 community outreach meetings budgeted at between \$2,500 to \$3,000 each.*

Task budgets may be re-allocated between tasks as deemed necessary by Consultant to provide adequate services to City. Fees do not include costs for other specialized services that may be needed, including, but not limited to, engineering, elections/campaign advisory, community outreach, and environmental (CEQA).

*Future increases in budget will require approval by Client in advance. Budget may be increased by Client at any time. Except for the three Task 4 hearings and community outreach meetings specified in Task 2, attendance at any noticed public meeting, community workshop or City Council meeting requested by the City will be billed at the

professional services (hourly) fees as shown on Attachment A. Kosmont estimates per-meeting budget at approximately \$2,500 to \$3,000.

Services will be invoiced monthly at Consultant's standard billing rates, as shown on Attachment A. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at Kosmont's normal mileage reimbursement rate of 54 cents per mile), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to 2.5% percent of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

Consultant is prepared to commence work immediately upon receipt of written authorization.

DISCLOSURE: Kosmont Transactions Services ("KTS") and Kosmont Realty Corporation ("KRC"): Compensation for possible future transaction-based services or brokerage services.

The following is being provided solely as an advance disclosure of possible real estate brokerage and finance services and potential compensation formats for such services. This disclosure is not intended to commit the Client.

When public agency assignments involve real estate/property brokerage or public financing transactions on behalf of the public agency, such transaction based services are typically provided by Kosmont Transactions Services ("KTS") or Kosmont Realty Corporation ("KRC").

KRC is currently registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor; KRC is licensed by the CA Bureau of Real Estate (License #01770428) and is also certified as a Minority Business Enterprise (MBE). KRC is also registered as doing business as KTS.

KTS provides transactional Financial Advisory Services and compensation is typically for financial advisory/loan broker services. KRC provides Brokerage Services and compensation is typically for brokerage commissions such as property and lease transactions and/or success/broker fees. KRC also provides Broker Opinions of Value (BOV) services on a fixed fee basis.

V. OTHER PROVISIONS

A. Termination. Client or Consultant shall have the right to terminate this Agreement at any time upon written notification to the other party. Payment for fees accrued through the date of termination shall be remitted in full.

B. Arbitration. Any controversy or claim arising out of or in relation to this Agreement, or the making, performance, interpretation or breach thereof, shall be settled by arbitration at JAMS in Los Angeles, California. Each of the parties to such arbitration proceeding shall be entitled to take up to five depositions with document requests. The provisions of Section 1283.05 (except subdivision (e) thereof) of the California Code of Civil Procedure are incorporated by reference herein, except to the extent they conflict with this Agreement, in which case this Agreement is controlling. If the matter is heard by only one arbitrator, such arbitrator shall be a member of the State Bar of California or a retired judge. If the matter is heard by an arbitration panel, at least one member of such panel shall be a member of the State Bar of California or a retired judge. The arbitrator or arbitrators shall decide all questions of law, and all mixed questions of law and fact, in accordance with the substantive law of the State of California to the end that all rights and defenses which either party may have asserted in a court of competent jurisdiction shall be fully available to such party in the arbitration proceeding contemplated hereby. The arbitrator and arbitrators shall set forth and deliver their findings of fact and conclusions of law with the delivery of the arbitration award. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction.

C. Attorneys' Fees. In the event of any legal action, arbitration, or proceeding arising out of an alleged breach of this Agreement, the party prevailing in such legal action, arbitration, or proceeding shall be entitled to recover reasonable attorneys' fees, expenses and costs, as well as all actual attorneys' fees, expenses and cost incurred in enforcing any judgment entered.

D. Authority. Each of the parties executing this Agreement warrants that persons duly authorized to bind each such party to its terms execute this Agreement.

E. Further Actions. The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.

F. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

H. Entire Agreement; Amendments and Waivers. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding, whether written or oral, related hereto are superseded hereby. No addition or modification of any

term or provision of this Agreement shall be effective unless set forth in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.

I. Severability. If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

J. Notices. All notices, requests, demands and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, if transmitted by telecopier, electronic or digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), the day after it is sent; and if sent by certified or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal place of business of the respective party. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

K. Titles and Captions. Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein.

L. Governing Law. The statutory, administrative and judicial law of the State of California (without reference to choice of law provisions of California law) shall govern the execution and performance of this Agreement.

M. Confidentiality. Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.

N. Counterparts. This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement shall have the same full force and effect as such person's original signature.

O. Disclaimer. Consultant's financial analysis activities and work product, which may include but is not limited to pro forma analysis and tax projections, are projections only. Actual results may differ materially from those expressed in the analysis performed by Consultant due to the integrity of data received, market conditions, economic events and conditions, and a variety of factors that could materially affect the data and conclusions. Client's reliance on Consultant's analysis must consider the foregoing.

Consultant services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates, are deemed to be based on Client's understanding and by execution of this Agreement, acknowledgement that Consultant's services are advisory only and as such, cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications by and between the Client and Consultant.

Client acknowledges that Consultant's use of work product is limited to the purposes contemplated within this Agreement. Consultant makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement.

P. Limitation of Damages. In the event Consultant is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount Consultant has received from Client.

Q. Expiration of Proposal for Services. If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.

R. Not an agreement for Legal Services or Legal Advice. This Agreement does not constitute an agreement for the performance of legal services or the provision of legal advice, or legal opinion. Client should seek independent legal counsel on matters for which Client is seeking legal advice.

[signature page follows]

VI. ACCEPTANCE AND AUTHORIZATION

If this Agreement is acceptable to Client, please execute two copies of the Agreement and return both originals to Kosmont Companies. Upon receipt of both signed contracts, we will return one fully executed original for your files. Kosmont will commence work upon receipt of executed Agreement.

Read, understood, and agreed to this

____ Day of _____ 2017

City of Huntington Park

Kosmont & Associates, Inc.
doing business as "Kosmont Companies"

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: Larry J. Kosmont, CRE®

Its: _____
(Title)

Its: President & CEO

ATTACHMENT A

Kosmont Companies 2017 Public Agency Fee Schedule

Professional Services

President & CEO	\$305.00/hour
Executive Vice President	\$290.00/hour
Partner/Senior Vice President/Senior Consultant	\$275.00/hour
Vice President/Associate	\$195.00/hour
Project Analyst/Project Research	\$165.00/hour
Assistant Project Analyst/Assistant Project Manager	\$125.00/hour
GIS Mapping/Graphics Service	\$ 95.00/hour
Clerical Support	\$ 60.00/hour

• Additional Expenses

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at two and one half percent (2.5%) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 4) Consultant's **attendance or participation at any public meeting** requested by Client will be billed at the professional services (hourly) fees as shown on this Attachment A.

• Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2017.

PROFESSIONAL SERVICES AGREEMENT

COMMUNITY REVITALIZATION AND INVESTMENT AUTHORITY FORMATION ASSISTANCE

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 7th day of February, 2017 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Kosmont Companies, a corporation, (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 to the following.

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 shall have a term of one year, from February 7, 2017 to February 7, 2018 ("Term"). Upon the conclusion of the Term, this Agreement shall expire automatically unless CITY issues written notice of its intent to grant an extension term. Such an extension shall be memorialized in writing and shall contain all applicable terms. 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 **Exhibit "A"** (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 **\$86,500** (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. Such City approval must be memorialized in writing. In the event CONSULTANT'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend 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. 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. 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 days 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 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 CONSULTANT.
- 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 City Manager and Economic Development Manager (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 AND CONTACT INFORMATION: CONSULTANT hereby designates _____ or his/her designee 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, 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 standards of CONSULTANT'S profession;
 - B. CONSULTANT shall perform all Work in a manner 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 SUB-CONSULTANT) possess all licenses, including City business 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, and SUB-CONSULTANT. 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) 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 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, training, knowledge and experience necessary to perform the Work skillfully, competently and to the 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 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 CONSULTANT: 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 CONSULTANT 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, or SUB-CONSULTANT is reasonably 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, or SUB-CONSULTANT fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONSULTANT shall be promptly removed by CONSULTANT and shall not be reassigned 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, CONSULTANT, 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 CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANT 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, CONSULTANT and

SUB-CONSULTANT. 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 Two 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.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY

and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this section.
- 3.4 PRIMACY OF 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 officers, employees, agents, CONSULTANT or SUB-CONSULTANT 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 its 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. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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 as provided in Sections 4.2 to 4.7 below. 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.

- 4.1 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.
- 4.2 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 this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.3 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.
- 4.4 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this article from each and every CONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. 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 CONSULTANT'S, SUB-CONSULTANT's or any other person or entity involved by, for, with or on behalf of CONSULTANT, performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's reasonable choice.

- 4.5 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.
- 4.6 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 day's 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 6.1 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") 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 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, CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, 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 CONSULTANT'S breach of the Agreement or to terminate the Agreement; or
- iv. 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.

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 SUB-CONSULTANTS 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 CONSULTANT 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:

Kosmont Companies
1601 N. Sepulveda Boulevard, #382
Manhattan Beach, CA 90266
Attn: Larry J. Kosmont, CRE
Phone: 424-456-3088

CITY:

City of Huntington Park
Community Development Dept.
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Sergio Infanzon
Phone: (323) 584-6210
Fax: (323) 588-4577

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal

Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: 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 Sub-CONSULTANT'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANT: CITY reserves the right to employ any other consultant in connection with the various projects worked upon by CONSULTANT pursuant to this Agreement.
- 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. Notwithstanding, CONSULTANT shall not be responsible or liable for any delay beyond its reasonable control.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with

this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and 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 6.16, 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:

Kosmont Companies:

By: _____
Edgar Cisneros,
City Manager

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

February 7, 2017

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 IN CONNECTION TO THE CITY'S LEAD BASED PAINT HAZARD CONTROL PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a contract with Alfredo De La Torre Construction Services for an amount of \$58,700 to perform work on a three-unit property under the City's Lead Based Paint Hazard Control Program; and
2. Authorize the City Manager to sign the contracts and approve change orders in an amount not to exceed 10% of the total contract amount

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 27, 2015, The U.S. Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children, and educate the community about lead poisoning prevention and healthy homes. The program provides eligible property owners grants averaging \$15,900 per unit in single-family properties (owner or renter occupied), \$9,000 per unit in multifamily rental properties, and \$4,500 for vacant properties.

City staff received three bids for a 3-unit property located at 6310-6314 Arbutus Avenue. Based on the lead report prepared by Barr & Clark, and the initial inspection conducted by city staff, it was found that the units on the property needs extensive lead abatement work on the exterior as the wood siding of all units has chipping paint that tested positive/deteriorated for lead. Additionally, the soil located within the drip line area of the units also tested positive for lead.

APPROVE CONTRACT IN CONNECTION TO THE CITY'S LEAD BASED PAINT HAZARD CONTROL PROGRAM

February 7, 2017

Page 2 of 3

As illustrated in the summary table, the lowest bid was at \$58,700.

Contractor		TOTAL
De La Torre	\$	58,700
PAS	\$	72,482
Vizion's	\$	84,966

The cost to complete lead abatement related work for two of the units exceeds \$20,000. (see below). The program requires that city staff consults with HUD on projects that exceed \$20,000 per unit. To comply with program requirements, staff notified HUD of the costs to complete this project. On January 26, 2017, HUD determined that the work was justified and authorized staff to proceed with the work.

6310 Arbutus		8,900
6310 1/2 Arbutus		23,750
6314 Arbutus		26,050
Total	\$	58,700

Based on the bid analysis performed, Alfredo De La Torre Construction Services is considered the lowest qualified bidder. Therefore, staff recommends that City Council approve the attached contract and authorize the City Manager to approve change orders not to exceed 10% or \$5,870 of the total contract amount.

Scope of Work

The general scope of work eligible under the program is comprised of the following:

1. Removal of all paint friction portions of lead-laden interior and exterior components (i.e. doors, windows and floors)
2. Removal of all loose and peeling paint from interior and exterior components (i.e. door, door frames, window frames, eaves, rafters, fascia, columns, ceilings, walls, etc.)
3. Removal of lead positive dust from all floors window sills and window wells
4. Interim control measures through removal of soil that tests positive for lead above regulatory limits.
5. Window and door replacement
6. Paint/color match interior and exterior treated areas
7. Healthy homes interventions focusing on allergen reduction, moisture control, pest management, and injury prevention

APPROVE CONTRACT IN CONNECTION TO THE CITY'S LEAD BASED PAINT HAZARD CONTROL PROGRAM

February 7, 2017

Page 3 of 3

FISCAL IMPACT/FINANCING

The contract will be fully paid through the Lead Based Paint Hazard Control Program grant. Funding for this program was approved in the City's FY 2016-17 Adopted Budget under account number 246-5098-463.73-10 for a total amount of \$505,151.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The purpose of the program is to reduce health and safety hazards in homes through evaluation and control work done in conjunction with lead hazard control activities. Families residing in enrolled units are required to get a blood-lead level test performed on their children under age six. The intention of these efforts is to increase the local availability of affordable housing that is safe from environmental hazards, to enhance the local capacity to address these housing-based threats to public health, and to focus these efforts especially on protecting young children.

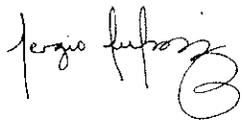
CONCLUSION

Upon execution of the contract, staff will proceed with the recommended actions, as well as implement and oversee the project.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Sergio Infanzon
Community Development Director

ATTACHMENT(S)

- A. Bid Evaluation and Contract
- B. Property Photos

ATTACHMENT "A"

**CITY OF HUNTINGTON PARK Lead Based Paint Grant Program
Bid Evaluation
6310-6314 Arbutus**

6310 ARBUTUS

ITEM	DE LA TORRE	PAS	VIZIONS
LBPH			
Interior:			
Door Frames in Living Room and Bedroom	600	277	720
Windows components in living room	150	277	720
Exterior:			
Door Frames in Living Room and Bedroom	600	553	480
Window components (replace 2 windows)	800	1,325	1,200
Wooden walls (all sides)	3,200	7,742	3,990
Eaves, rafters, and fascia (all sides)	1,500	2,212	2,250
Columns, beams, ceiling, and bench at front porch	500	1,106	490
Waste disposal	350		350
Subtotal	7,700	14,261	10,280
Healthy Homes			
Repair holes throughout interior	250	275	2,960
Bathroom - replace toilet, vanity, medicine cabinet, fixtures	550	825	3,150
Bathroom - recaulk shower tub	100	50	150
Bathroom - remove mold	100	250	1,250
Kitchen - install GFCI	200	100	1,050
Subtotal	1,200	1,500	8,560
TOTAL \$	8,900 \$	15,761 \$	18,760

6310 1/2 ARBUTUS

ITEM	DE LA TORRE	PAS	VIZIONS
LBPH			
Interior:			
Ceramic tiled surfaces in dining room, kitchen, and bathroom 1	-	-	-
Service porch - fixed window components	650	271	680
Stairs - wooden walls, ceilings, and stringers	1,800	1,084	6,960
Exterior:			
Screen door, door frame, and threshold to dining room	800	542	490
Door frame to service porch	450	271	290
Door frame to living room	450	271	290
Window components (replace 4 windows)	1,600	3,600	2,380
Wooden walls (all sides, including shingles)	4,500	8,672	7,616
Eaves, rafters, and fascia (all sides)	1,800	3,794	3,900
Beams and ceiling at front porch	800	1,084	315
Door and door frame to garage (east side)	550	542	490
Garage wooden walls (all sides)	4,500	3,252	3,990
Garage eaves, rafters, and fascia (all sides)	750	1,084	1,890
Garage door and garage door frame to garage	650	542	590
Interim soil control	1,800	2,168	1,190
Waste Disposal	700	1,045	350
Subtotal	21,800	28,222	31,431
Healthy Homes			
Baths and Kitchen - install GFCI	450	200	2,210
Kitchen - repair leak and water damage under sink, replace faucet, recaulk sink and remove mold	350	350	2,960
Bathroom 1st floor - replace sink faucet, recaulk shower tub, replace	250	1,000	1,960
Bathroom 2nd floor - replace toilet and sink, snake toilet	550	600	1,150
Repair holes throughout interior of house	350	275	2,960
Subtotal	1,950	2,425	13,240
TOTAL \$	23,750 \$	30,647 \$	42,671

6314 ARBUTUS

ITEM	DE LA TORRE	PAS	VIZIONS
LBPH			
Interior:			
Door and door frame in bathroom	450	536	290
Cabinet components in bathroom (cabinets in south side)	350	536	350
Plaster walls in bathroom	1,800	536	1,090
Medicine cabinet in bathroom	350	268	190
Door frames in kitchen	350	536	480
Window components in kitchen	250	134	480
Cabinet components in kitchen (cabinets on east side)	850	536	1,080
Baseboards in the kitchen	350	134	1,020
Door frames in service porch	450	268	480
Plaster walls and baseboards in service porch	1,800	536	1,090
Window components in nook	450	134	490
Cabinet components in nook	550	536	850
Plaster walls and baseboards in nook	1,800	536	790
Exterior:			
Door Frames at unit 6314 (living room and service porch)	450	536	490
Threshold at unit 6314 (living room)	250	134	120
Window components (replacement of 5 windows)	2,000	3,725	2,975
Wooden walls (all sides)	6,500	9,380	4,510
Eaves, rafters, and fascia (all sides)	2,500	2,680	1,490
Corner boards (all sides)	350	268	450
Vents at gables (all sides)	350	268	190
Access panels (all sides)	450	268	190
Interim soil control	1,500	2,144	1,150
Waste disposal	700	1,045	350
Subtotal	24,850	25,874	20,595
Healthy Homes			
Baths and Kitchen - install GFCI	850	200	2,490
Replace access panels (3)	350	200	450
Subtotal	1,200	400	2,940
TOTAL \$	26,050 \$	26,074 \$	23,535

TOTAL PROJECT \$	58,700 \$	72,482 \$	84,966
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LEAD HAZARD CONTROL PROGRAM

This Agreement, is made and entered into this 7th day of February 2017, by and between City of Huntington Park (hereinafter "Grantor") Agustin Brambila (hereinafter "Owner and Grantee") and Alfredo De La Torre Construction Services (hereinafter "Contractor"), bearing California Contractor's License No. 789226.

RECITALS

A. The City of Huntington Park has established the Lead Hazard Control Program (the "Program") pursuant to which the City makes grants for lead abatement purposes to a qualified person or persons in accordance with the income and household size requirements of the Program.

B. The tenants residing at the property are deemed Qualified Persons who have received a grant under the Program for use in connection with the Program guidelines for lead contaminated single and multi-family occupied by Owner or renter located on certain real property known as 6310, 6312 ½ and 6314 Arbutus Avenue, Huntington Park, California 90255 ("Property").

C. City has selected Contractor to perform the work proposed for the Property and Contractor has represented that he is properly licensed and fully qualified to perform the work upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties, in consideration of the mutual covenants below and for valuable consideration, the adequacy is acknowledged, agree as follows:

1. Description of Project and Description of the Significant Materials to Be Used and Equipment to Be Installed. Contractor shall furnish all labor, services and materials necessary to construct and complete in a good, workmanlike and prompt manner, the work described on plans and/or specifications attached hereto and incorporated herein by this reference as Exhibit A at the Property ("Work"). Contractor agrees to perform such work in accordance with this Agreement, all applicable laws, including Federal Standard Labor Provisions and Prevailing Wage Laws as applicable, and the City of Huntington Park's Rehabilitation Standards and Specifications.

2. Execution of Agreement. Owner has executed this contract on 2 2017. The Owner may cancel this contract at any time prior to midnight on the third day after the date of this transaction by providing to Contractor a notice of Cancellation to be mailed to Contractor at the address set forth in section 28 of this contract.

3. Work Write-Up, Specifications and Drawings. The Contractor has carefully compared and studied the work write-up, rehabilitation specifications, and drawings. Any part of the work or any item not specifically set forth in the work write-up or

drawings but which is necessary for the proper completion of the work and which is not specifically excluded from the Contract shall be supplied and set in place at the expense of the Contractor as though it had been shown on the drawings or mentioned in the work write-up.

4. Contract Price. For the Work described in this Agreement, Contractor shall receive an amount not to exceed Fifty Eight Thousand and Seven Hundred Dollars (\$58,700)

5. Progress Payments. Progress payments for the Work are to be made by the City to Contractor, upon City's approval of completion of the Work as to each indicated stage as follows:

Contractor shall submit an invoice for progress payments for Work completed in such detail as required by the City. Within twenty days after receipt of a properly submitted invoice, a progress payment shall be made to Contractor. In connection with each progress payment, five percent (5%) of all sums otherwise due to Contractor for work performed shall be retained. By submitting an invoice to the City, Contractor makes the following representations to the City: that to the best of Contractor's knowledge, information and belief, the design and construction have progressed to the point indicated; that the quality of the portion of the Work covered by the invoice is in accordance with the Work Write-Up; and that Contractor is entitled to payment in the amount requested.

Payments shall be made directly to the Contractor by the City. The City retains the right to approve all payments described in this Contract, as amended, and shall have the right to withhold its approval of any payment of funds requested by the Contractor, if in its determination such payment would be in violation of the terms of this Agreement.

Contractor shall pay each subcontractor from payments received from the City, and Contractor's payments to subcontractors shall be made promptly after receipt of payment from the City. The City nor Owner shall have an obligation or requirement to pay a subcontractor of Contractor.

Contractor warrants that: (1) title to the portions of the Work, materials and equipment covered by a payment invoice shall pass to the City, either by incorporation in construction or upon receipt of payment by Contractor, whichever occurs first; (2) the portions of the Work, materials and equipment covered by a previous payment application are free and clear of liens, claims, security interests or encumbrances (collectively referred to as "liens" hereinafter); and (3) no portion of the Work, materials or equipment covered by a payment application will have been acquired by Contractor, or any other person performing construction at the project site or furnishing materials or equipment for the Work.

Final payment constituting the entire unpaid balance due and any amount retained, shall be paid to Contractor upon receipt of Contractor's final invoice for payment when the Work has been completed, this Contract has been fully performed and all applicable lien periods have expired, except for those responsibilities of Contractor that survive final payment and provided that no liens have been filed, and all lien released have been submitted and a notice of completion has been recorded. Contractor agrees that the work shall be completed free from any and all liens and claims of artisans, materials, suppliers, subcontractors, laborers and any other party.

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

6. Warranty. Contractor hereby warrants that all labor and materials provided in conjunction with this Agreement, or under any change orders which may be made in conjunction with this Agreement, shall meet the accepted standards of the trade. Contractor specifically warrants that any such defects which are found within one year from the date of completion of this contract shall be repaired or replaced, at Contractor's option, at no expense to the Owner.

7. Approximate Start Date and Approximate Completion Date. The Work shall commence within **five (5)** calendar days of receipt of written notice from City to Contractor to proceed ("Notice to Proceed") and the Work shall be substantially completed within **10** calendar days thereafter. This schedule is subject to any unforeseen delays which are not in anyway, the fault of the Contractor, and which are caused by acts of god. The above stated substantial completion schedule shall be substantially adhered to during the term of this Contract unless Owner and Contractor agree in writing that a schedule modification is appropriate.

The term "substantial completion" as used herein, shall be defined as completion of the work suitable to meet the requirements of the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Huntington Park and/or approval of the Owner if no Certificate of Occupancy is required of the improvement contemplated by this Agreement.

8. Inspection. The City of Huntington Park and their designees ("City") shall have the right to inspect all work performed under this Contract. The Contractor and Owner will take all steps necessary to assure that the City are permitted to examine and inspect the Property, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records. By such inspection, the City assumes no responsibility to the Owner for defective material or work under this Agreement or to either party for any breach of this Contract by the other. However, the City may determine whether or not work by

Contractor on the project is in compliance with the plans and specifications. The City may determine the adequacy of Contractor's methods, plans and appurtenances and make such directions relative to sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of work. The City may stop the work of Contractor if necessary to prevent improper execution and may determine the amount, quality, and fitness of the several kinds of work and materials. The City may reject all work and materials that do not conform to the requirements of this Agreement. All instructions, rulings, and decisions of the City of Huntington Park shall be binding on Owner and Contractor when delivered or mailed to Owner or Contractor in writing.

9. Lead Based Paint Clearance. Upon Completion of work performed by the contractor the City is to retain an Environmental Consultant to conduct a Lead Based Paint Clearance Inspection. Funds are to be released to the Contractor upon issue of Hazard Reduction Notice. In the event the work performed by the Contractor fails to pass clearance, Contractor agrees to re-clean spaces that failed until clearance is achieved. City is to deduct funds from Contractor's Contract Price equal to costs for each occasion that sampled areas fail clearance.

10. List of Documents to be Incorporated into the Contract. The following documents shall be deemed, for all purposes, the contract documents applicable to the work to be performed by Contractor pursuant hereto:

- a. This Agreement;
- b. The plans and specifications, which are attached hereto as Exhibit A.
- c. Notice inviting proposals, if any; and
- d. The proposal by Contractor.

11. Assignment. Contractor shall not assign the performance of this Contract, or any party thereof, nor any monies due hereunder, without the prior written consent of the Owner and the City of Huntington Park.

12. Insurance Requirements. Contractor shall take out and maintain in full force during the term of this contract, the following insurance coverage.

a. Workers' Compensation Insurance in minimum amounts required by law for all employees.

b. General Comprehensive Liability Insurance coverage in minimum amounts of \$1,000,000.00, covering injury to person and/or property, including, but not limited to injury to the person of Owner or damage to his property. Contractor shall supply City with certificates of insurance, evidencing the existence of such insurance and each certificate shall contain a provision that the said policies represented by such certificates cannot be canceled; except upon 30 days prior written notice to City of such cancellation. In the event that such insurance is canceled; City may direct Contractor to cease all activities pursuant to this

Agreement, or, in the alternative, at Owner's discretion, obtain such insurance coverage in the name of Contractor, and deduct the costs of such premiums from such sums as may be due to Contractor. The Owner and City shall be named as additional insureds on the general comprehensive liability insurance coverage.

Contractor carries commercial general liability insurance written by Boyd & Associates (714) 245-1350

13. Indemnification. The Contractor and Owner agrees to defend, indemnify, protect and hold harmless the City of Huntington Park and the City of Huntington Park Community Development Commission, their officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind, including claims for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement.

14. Performance and Labor and Material Bonds. [Check Provision if Applicable]

_____ Prior to commencement of the work, Contractor shall provide the City with a Performance Bond in the amount of the Contract and a Labor and Materials Bond in the amount of the Contract from a surety acceptable to the City.

15. Cooperation of Owner. While this Agreement is in force, Owner and or Renter shall permit Contractor to use existing utilities such as light, heat, power and water to carry out and complete the work, and shall cooperate with Contractor to facilitate the performance of the work, including the removal and replacement of rugs, draperies, coverings, furniture, etc., as necessary.

16. Protection. The Contractor shall at all times provide protection to persons and property against weather, rain, wind, storms and heat and all activities associated with the work performed in conjunction with this Agreement so as to maintain the entire premises and all work, materials, apparatus and fixtures free from injury or damage. At the end of a day's work, all new work, and the premises, likely to be damaged shall be protected and/or secured. Any work or any portion of the premises damaged by failure to provide protection as required above shall be replaced or repaired at Contractor's expense.

17. Project Insurance. The Contractor will procure, at his expense, "builder's all risk" course of construction insurance covering one hundred percent (100%) replacement cost of the completed work to be performed under this Contract and such other insurance to protect against fire, vandalism and malicious mischief pertaining to construction of the project.

18. Change Orders. No change in work, as described in the work write-up, specifications and drawings, shall be made except upon the mutual written consent of

Owner, Contractor and the City of Huntington Park. Contractor shall not be entitled to any compensation for any extra work unless such written agreement is made and entered into. Such agreement shall describe the nature of the extra work, the estimated time for completion thereof, and the terms of compensation to be paid to Contractor for the performance of the same.

19. Note about Extra Work and Change Orders. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

20. Real Property Liens. Contractor shall pay promptly all valid bills and charges for material, labor or otherwise in connection with or arising out of the construction of the improvements on the Property and will hold Owner of the property free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including, but not limited to; court costs and attorney's fees resulting or arising there from. Should any liens or claims of lien be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the construction, Contractor shall forthwith either pay and discharge the same and cause the same to be released of record, or shall furnish Owner with proper indemnity either by of satisfactory corporate surety bond or satisfactory title policy, which indemnity shall also be subject to approval of lien holder.

21. Equal Opportunity Provision. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion or national origin.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

22. Cleanup. Upon completion of the work contemplated by this Agreement, the Contractor shall cause all debris resulting from such construction to be removed from the Owner's property and shall leave the Owner's property in a neat and broom-clean condition.

23. Contractor's Affidavit. After the completion of the work contemplated by this Contract, Contractor shall file with the City his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

24. Suspension or Termination of Contract. The Owner may at any time, for any reason, with or without cause, suspend or terminate this Contract, or any portion hereof, by serving upon the Contractor at least five (5) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Owner suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

In the event this Agreement is terminated pursuant to this Section, the Owner shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Owner. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 2.

25. Automatic Termination. This Agreement is contingent upon the funding of the grant necessary to fund the payment of all costs, provided for under this agreement. Failure to obtain such funding for whatever reason shall cause this Agreement to be automatically terminated.

26. Discrimination. Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

27. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation, if awarded by the court.

28. Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

29. Notices. Notices pursuant to this Agreement shall be given by personal service on the person to be noticed, or by deposit in the custody of the United States Postal Service, of an envelope containing the notices, sealed and postage pre-paid, addressed as follows:

Owner: Agustin Brabila
6310 Arbutus Avenue
Huntington Park, CA 90255

Contractor: Alfredo De La Torre
2630 Cudahy Street
Huntington Park, CA 90255

30. Lead Based Paint. Contractor and Owner agree that the use of any lead based paints is strictly prohibited and shall not be used on this project.

31. Disputes. Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties, including but not limited to submission to non-binding mediation if agreed upon by both parties. If the parties agree to non-binding mediation, any disputes under this Agreement shall be submitted to mediation to the American Arbitration Association (“AAA”) and shall be conducted under the rules of AAA for non-binding mediation of commercial disputes. Mediation shall take place in Los Angeles County unless both parties agree to an alternate location. If such dispute is submitted to non-binding mediation, neither party may commence litigation with respect to the matters submitted to mediation until after the completion of the initial mediation session, or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The provisions of this Section may be enforced by any court of competent jurisdiction.

32. Contractor Eligibility. Contractor hereby warrants and states that Contractor is eligible for award of a contract receiving Federal assistance. Further Contractor agrees only eligible subcontractors, who have certified eligibility in written contracts containing Federal Labor Standard Provisions, if applicable, shall be awarded subcontracts in connection with the work described herein.

33. Conflicts of Interest. Contractor hereby warrants and states that none of the following have any interest or benefit, direct or indirect, in this Agreement:

- a. Any officer or employee of the City who exercises any function or responsibility in connection with administration of the Lead Hazard Control Program, or any member of the governing body of the City.
- b. Any member of the governing body of the locality [as defined by 24 CFR 510.4(m)].
- c. Any member of or delegate to the Congress of the United States.

- d. Any Resident Commissioner.
- e. Any person employed by HUD at a grade level of GS-9 or above.

34. Consumer Notice—Performance of Extra or Change-Order Work Notice.

A contractor is not required to perform additional work or changes without written approval in a “change Order” before any of the new work is stated.

- (i) The scope of work encompassed by the order.
- (ii) The amount to be added or subtracted from the contract.
- (iii) The effect the order will make in the progress payments or the completion date.

The Contractors failure to comply with the requirements of this section does not preclude the recover of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

35. Three Day Right to Cancel.

The law requires that the Contractor give you a notice explaining your right to cancel. Initial the box if the contractor has given you a “notice of the Three-Day Right to Cancel.”

36. Entire Agreement. This Contract and its exhibits, contain the entire understanding between the parties relating to the obligations of the parties described therein. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Contract and shall be of no further force or effect. Each party is entering into this Contract based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

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Parties have caused this Agreement to be executed as follows:

OWNER

Signature

Name

Signature

Name

CONTRACTOR

Signature

UNDER THE REQUIREMENTS OF STATE CONTRACTOR LAW THE OWNER OR TENANT HAS THE RIGHT TO REQUIRE THE CONTRACTOR TO HAVE A PERFORMANCE AND PAYMENT BOND.

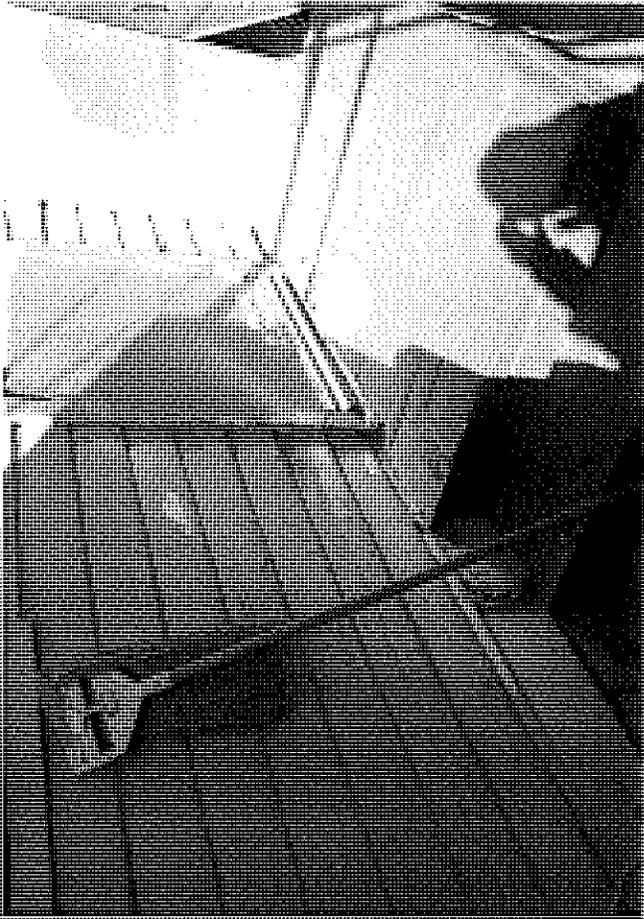
YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED.

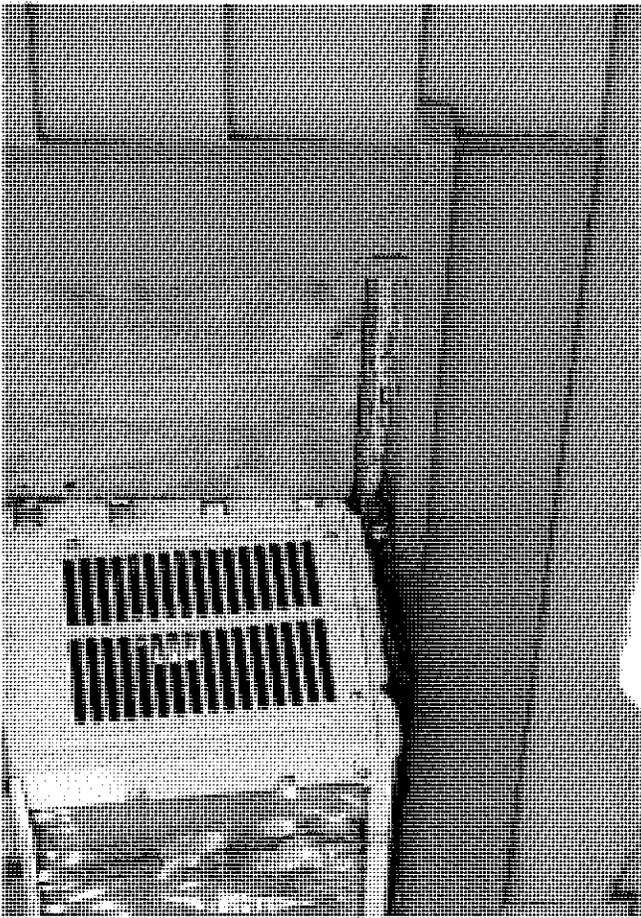
THE ABOVE AGREEMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM BY THE CITY OF HUNTINGTON PARK.

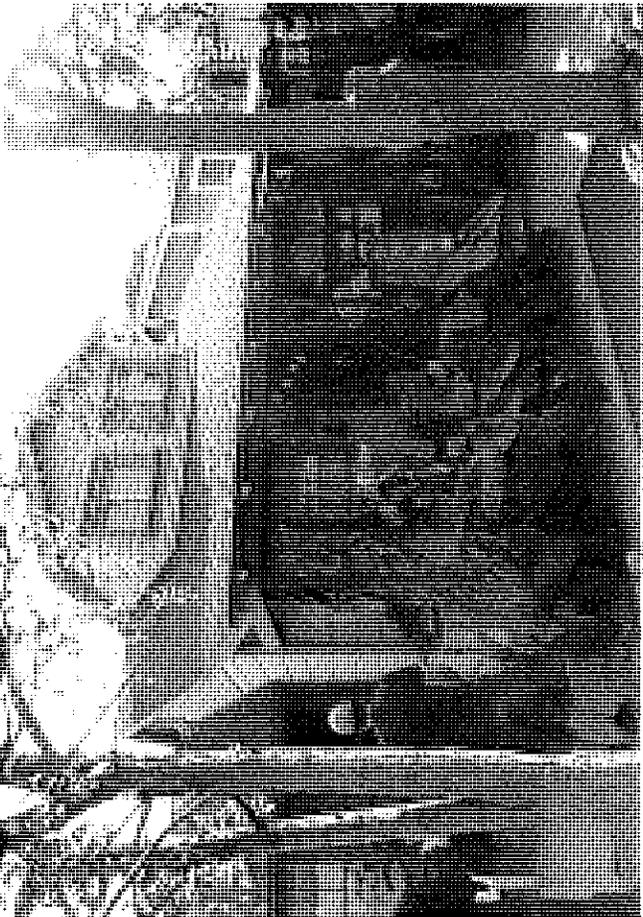
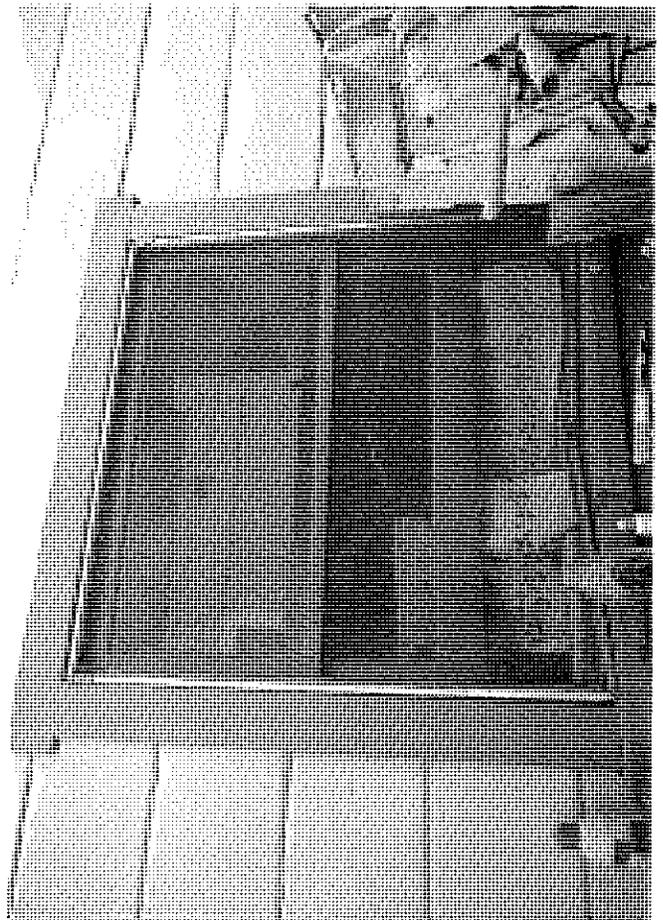
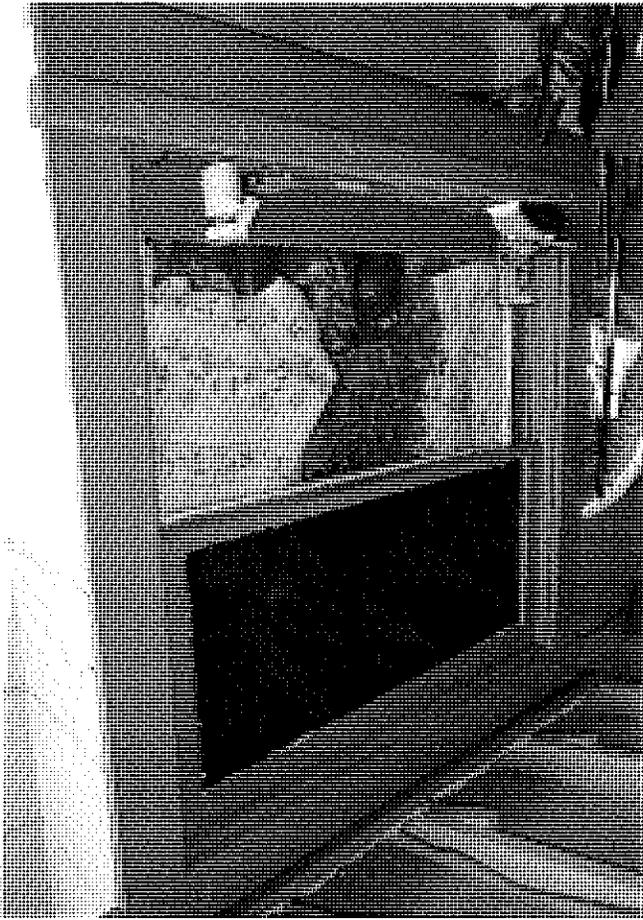
City Manager

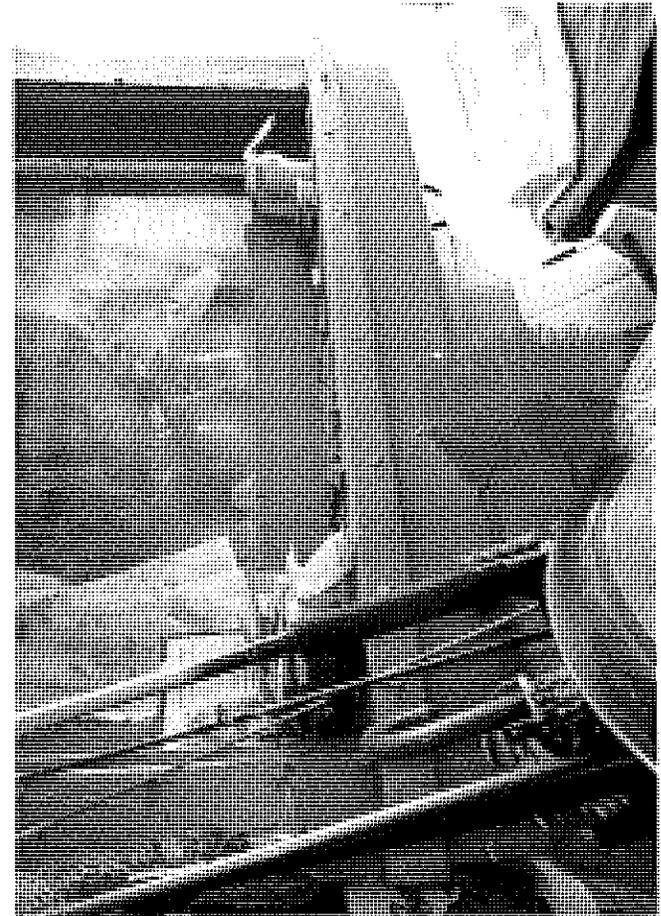
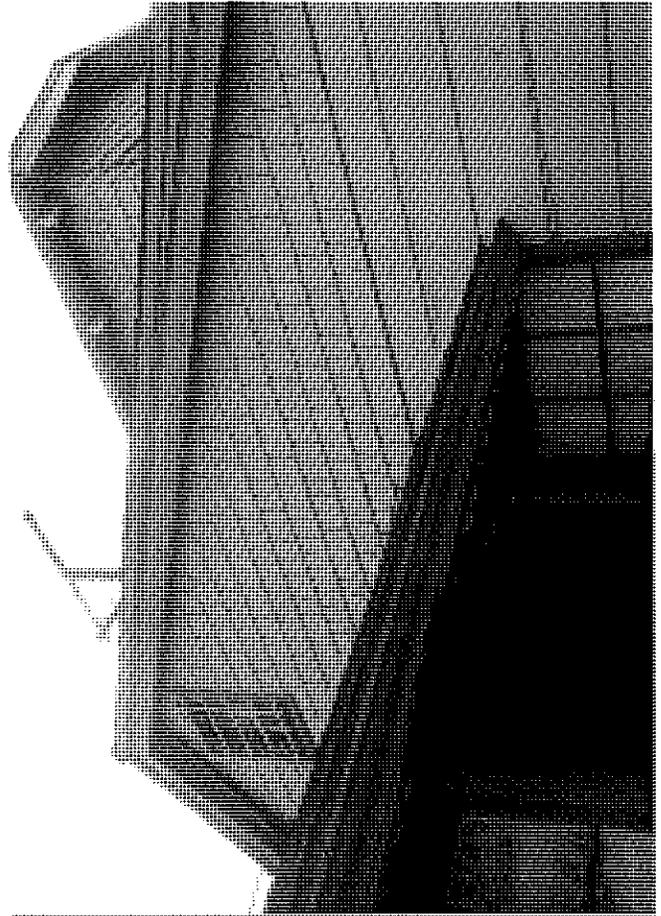
Date

ATTACHMENT "B"

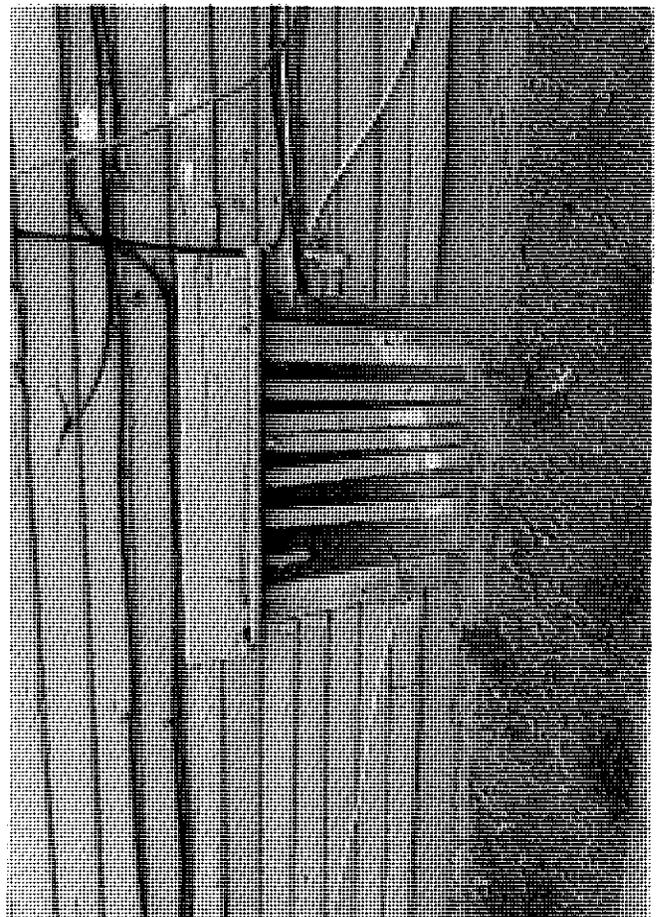
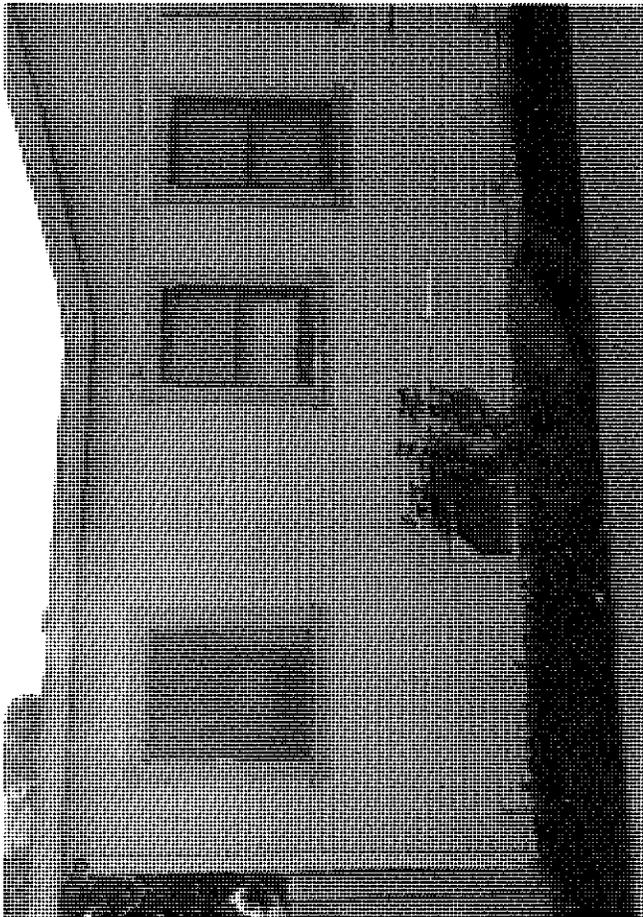
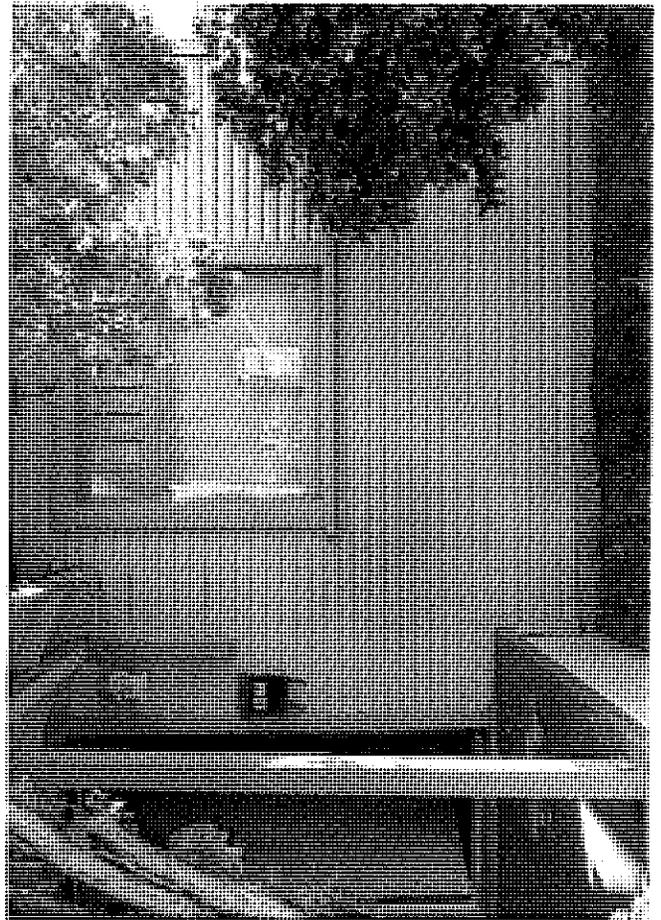


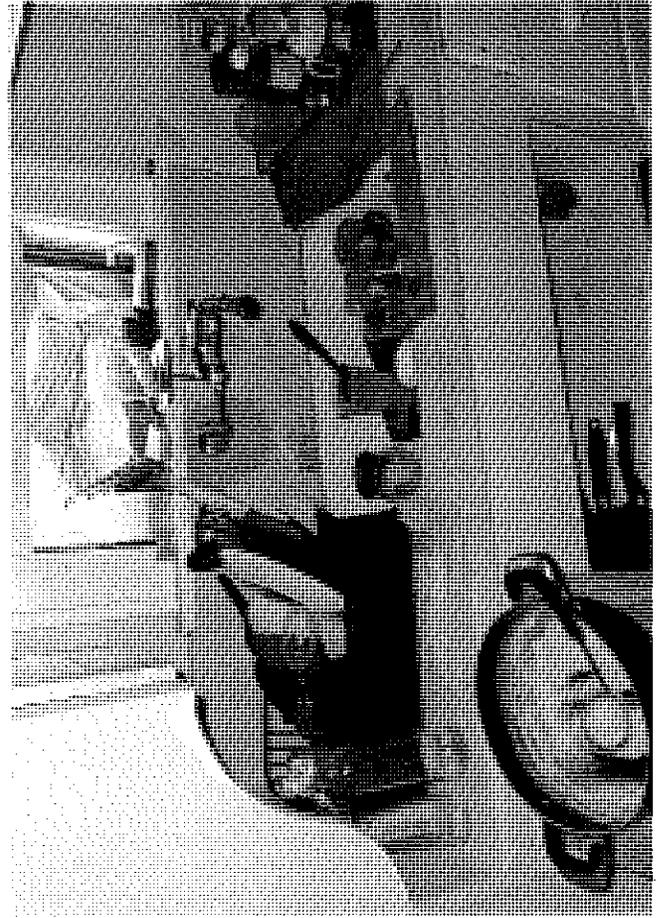
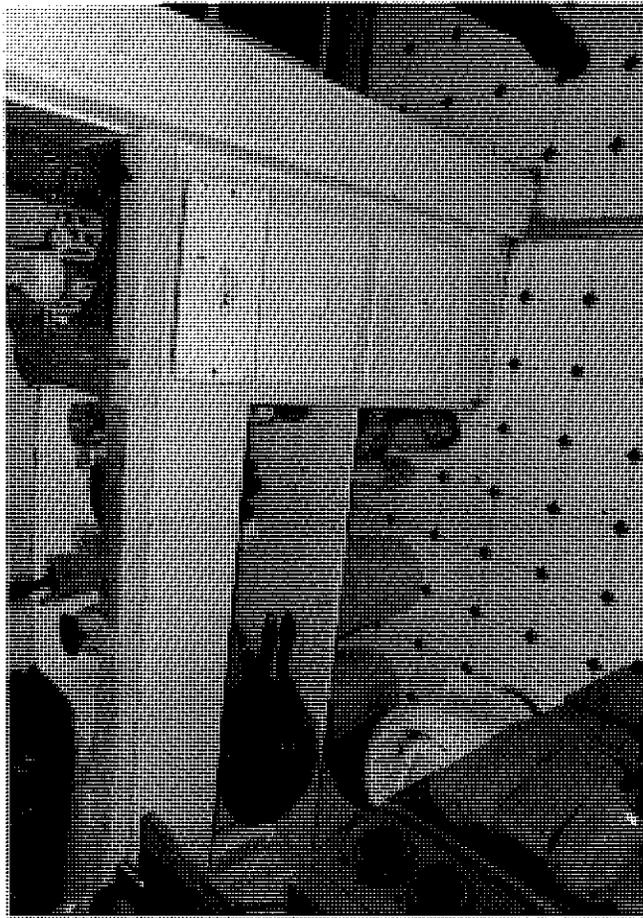


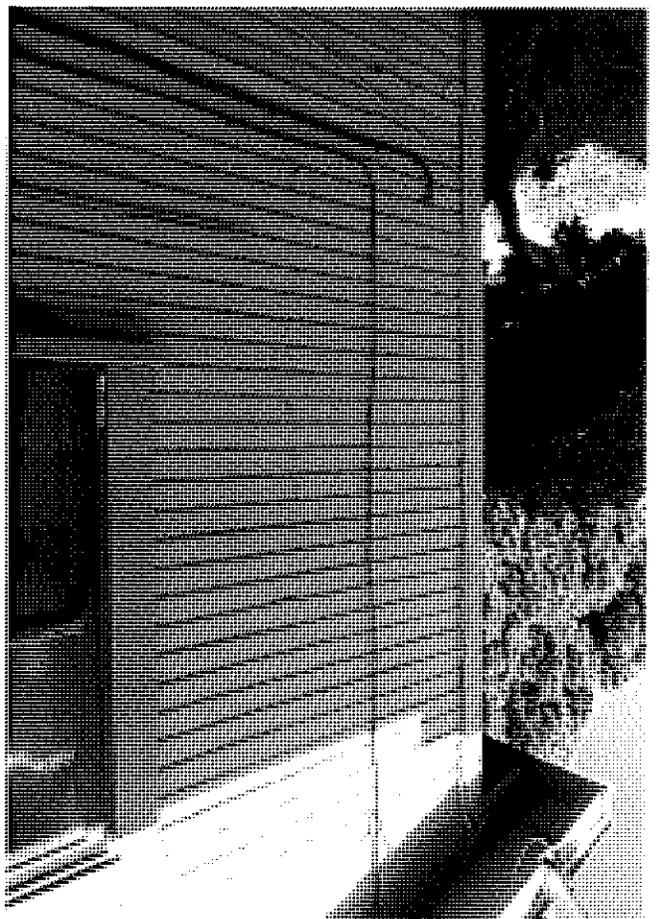
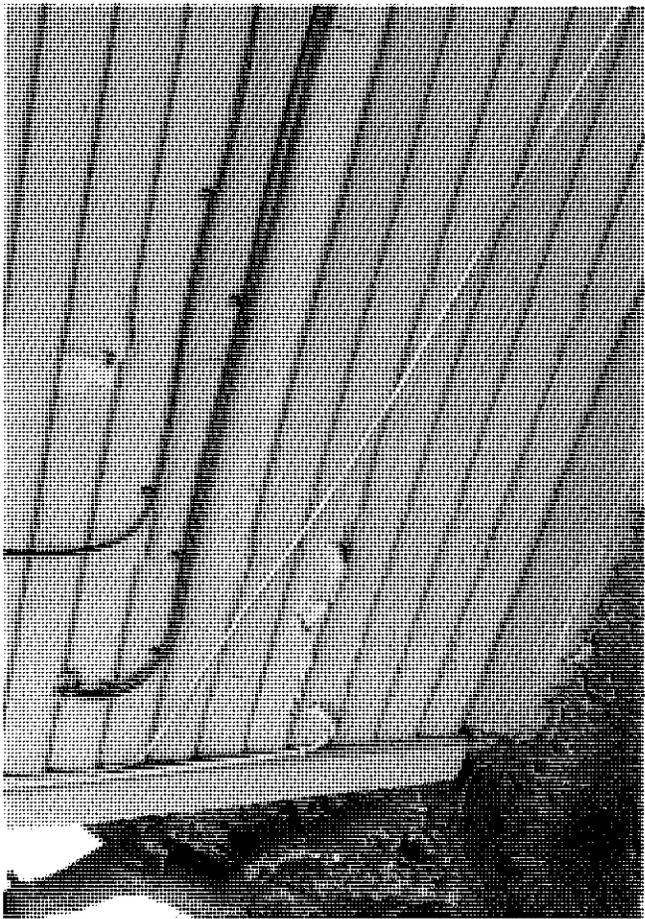
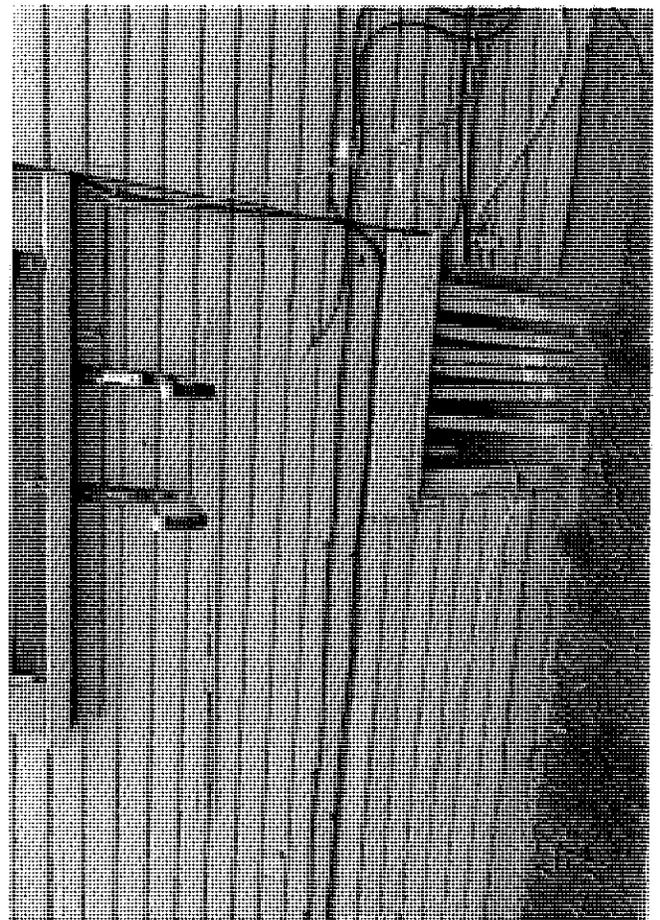
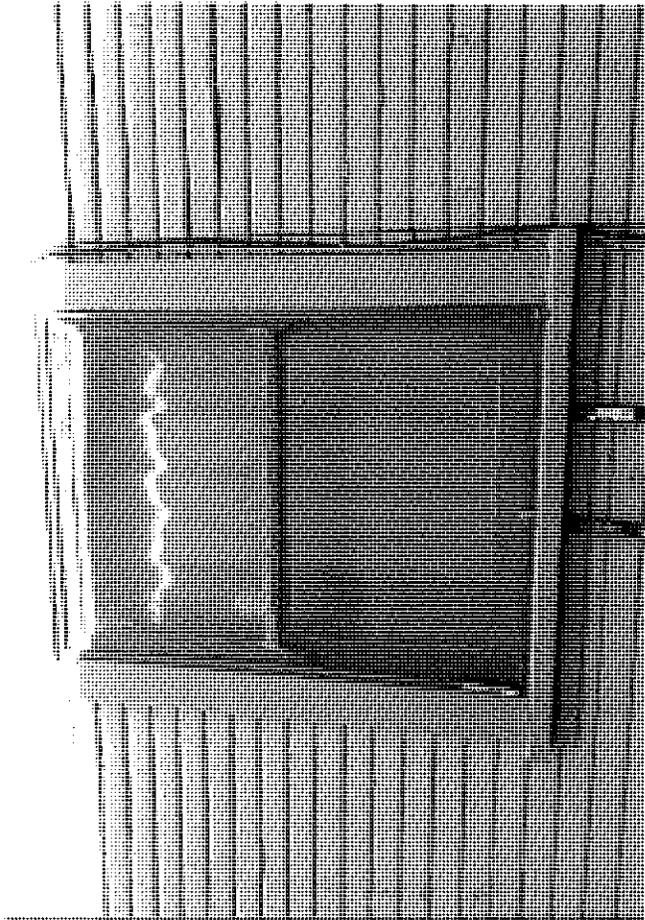












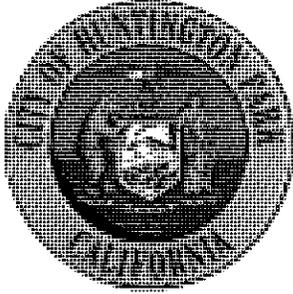
CITY OF HUNTINGTON PARK

**City Council Meeting Agenda
Tuesday, February 7, 2017**

REGULAR AGENDA

- 8. Southland Steel Update**

- UPDATE ONLY -



CITY OF HUNTINGTON PARK
Public Works Department
City Council Agenda Report

February 7, 2017

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 DESIGN, SPECIFICATIONS AND ADVERTISE FOR BIDS FOR THE
MIDDLETON STREET ELEMENTARY SAFE ROUTES TO SCHOOL PROJECT**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve design and specifications for the Safe Routes to School Project;
2. Authorize the Public Works Department to advertise for construction bids;
3. Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project; and
4. Authorize Staff to issue a Request for Proposals (RFP) to proceed with Design, Bid Advertisement, and Bid Analysis, or authorize Transtech, under the currently approved Augmentation Contract, to proceed with these items of work per the fee schedule rate at a not to exceed fee of ten percent of the construction budget.

APPROVE DESIGN, SPECIFICATIONS AND ADVERTISE FOR BIDS FOR THE MIDDLETON STREET ELEMENTARY SAFE ROUTES TO SCHOOL PROJECT

February 7, 2017

Page 2 of 3

BACKGROUND

In May 2011, the Los Angeles County Department of Public Health PLACE (Policies for Livable, Active Communities and Environments) Program announced that the City of Huntington Park was one of five cities that would be the recipient of the Healthy Policies initiatives (HPI) Grant. The goal of the Healthy Policies Initiative is to collaborate with cities, such as Huntington Park, with high rates of childhood obesity to improve their physical activity and food environments through policy and environmental change. SR2S plan would encourage students to walk and bike to school safely, which may decrease traffic around schools as well as increase physical activity.

Based upon the need for better routes, as well as support from school administration, Middleton Elementary School and Middleton Primary Center were selected as the focus schools for the plan.

There are four proposed project locations within two blocks of Middleton Street Elementary School and include improvements at the intersections of Gage Ave. at Santa Fe, Gage Ave at Middleton St., Gage Ave at Malabar St., and Zoe at Santa Fe Ave.

The Project consists of new ADA ramps, advanced yield and stop markings, countdown signals, updated pedestrian signs, rapid-flashing beacons, repainting existing pavement markings, removal of nonfunctional in-road lights, and ladder style crosswalks.

On November 1, 2016 Council awarded the contract to Transtech Engineering to complete the design, survey, engineering, and traffic engineering of the Middleton Street Elementary Safe Routes to School project (Attachment A).

Approval of the design and specifications and authorization to proceed with advertising the bid package is required to maintain the grant compliance schedule.

FISCAL IMPACT/FINANCING

The \$248,000 funding grant for the Safe Routes to School (SR2S) Middleton Street Elementary School Project is currently budgeted for FY 16-17 in account 222-4010-431.73-10. This budgeted amount includes the cost for design, construction, and construction management.

CONCLUSION

The draft Bid Package (plans and specifications) are available at City Engineer's Office. Upon approval by City Council, the City Engineer will finalize the Bid Package (plans and specifications), establish bid opening and other applicable dates accordingly, advertise the project for bids, and execute other applicable tasks and steps accordingly.

**APPROVE DESIGN, SPECIFICATIONS AND ADVERTISE FOR BIDS FOR THE
MIDDLETON STREET ELEMENTARY SAFE ROUTES TO SCHOOL PROJECT**

February 7, 2017

Page 3 of 3

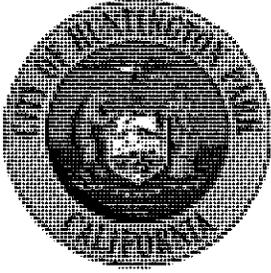
Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Daniel Hernandez
Director of Public Works



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

February 7, 2017

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

Dear Mayor and Members of the City Council:

APPROVE AWARD OF CONTRACT FOR THE CONSTRUCTION OF THE SALT LAKE PARK SPLASH PAD PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Award contract to lowest responsible, responsive bidder, Micon Construction Inc. which will accept this project and proceed with work in accordance with the bid;
2. Authorize the City Manager or designee to execute the Contract; and
3. Authorize Staff to issue a Request for Proposals (RFP) for Construction and Program Management, or authorize Transtech, under the currently approved Augmentation Contract, to proceed with Construction and Program Management per the approved fee schedule at a not to exceed fee of ten percent of the construction budget.

BACKGROUND

The City Council adopted a resolution approving the City's application for a federal grant to construct a splash pad at Salt Lake Park under the Land and Water Conservation Fund (LWCF). Community Development Block Grant (CDBG) funds have also been allocated for the construction of this important community amenity which will replace the defunct, dilapidated, and obsolete wading pool at Salt Lake Park.

APPROVE AWARD OF CONTRACT FOR THE CONSTRUCTION OF THE SALT LAKE PARK SPLASH PAD PROJECT

February 7, 2017

Page 2 of 3

PROJECT

The project was advertised on November 24, 2016 and December 15, 2016. Seven notice inviting bids for construction packages were requested, and two bids were received in response to the advertised bid package as follows:

Bidders	Total Bid (Recirculation)
Micon Construction, Inc.	\$719,440
C.S. Legacy Construction, Inc.	\$719,882

FISCAL IMPACT/FINANCING

Funding for the Splash Pad Project was approved in the City's FY 2016-17 Adopted Budget in the following accounts and dollar amounts:

114-6010-451.73-10	\$ 50,000
239-6010-451.73-10	310,000
251-6010-451.73-10	<u>325,000</u>
	\$685,000

There is no additional budget appropriation required at this moment. Staff proposes that existing resources be used for the remaining \$34,440.

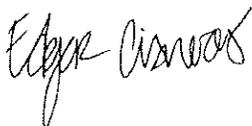
LEGAL AND PROGRAM REQUIREMENTS

This project is required to meet Community Development Block Grant (CDBG) and Land and Water Conservation Fund (LWCF) funding requirements. The bid package included Federal and State HUD requirements to highlight this matter to bidders.

CONCLUSION

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

Respectfully submitted,



EDGAR P. CISNEROS
City Manager

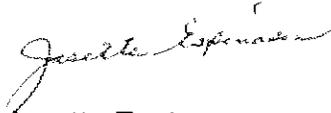
**APPROVE AWARD OF CONTRACT FOR THE CONSTRUCTION OF THE SALT
LAKE PARK SPLASH PAD PROJECT**

February 7, 2017

Page 3 of 3



Daniel Hernandez
Public Works Director



Josette Espinosa
Director of Parks & Recreation

ATTACHMENT(S)

- A. Sample Contract Agreement

ATTACHMENT "A"

Appendix A - SAMPLE CONTRACT TO BE EXECUTED

CITY OF HUNTINGTON PARK

PUBLIC WORKS CONTRACT

**SALT LAKE PARK SPLASH PAD PROJECT
FUNDED BY LWCF AND CDBG**

City Contract No.: _____

THIS AGREEMENT "Agreement" is made and entered into this 7th day of February, 2017, 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 Micon Construction, Inc., a corporation, located at 1616 Sierra Madre Circle, Placentia, CA 92870 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 January 11, 2017 at 2:00 pm for the following:

**SALT LAKE PARK SPLASH PAD PROJECT
FUNDED BY LWCF AND CDBG**

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

At approximately 2:05 pm on said date, in the HUNTINGTON PARK Council Chambers, said bids were duly opened.

At its regular meeting held on February 7, 2017, 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.

All of the rights and obligations of the CITY and CONTRACTOR are fully set forth and described in the CONTRACT DOCUMENTS.

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The document comprising the complete contract are hereinafter referred to as the CONTRACT DOCUMENTS and are incorporated herein by this reference and made and part hereof as though they were fully set forth herein.

In the event there is a conflict between the terms of the Contract Documents, the more specific or stringent provision shall govern. City shall decide which option is the more specific or stringent provision.

ARTICLE II - AGREEMENT

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR hereby agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

ARTICLE III - COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total amount _____ DOLLARS (\$ _____), based upon those certain unit prices set forth in CONTRACTOR's Bid Schedule, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall retain five percent (5%) of said contract price until said time as the provisions of Article XIV herein have been met.

Progress payments shall be made in accordance with Section 9 of the Standard Specifications for Public Works as amended by the General Provisions and Special Provisions.

Upon receipt of a properly presented payment request, the Contract Officer shall process the payment request in accordance with Public Contracts Code Section 20104.50. The Contract Officer shall review the payment request as soon as possible. If the Contract Officer rejects the payment request, it shall be returned to the Contractor within seven days of its receipt by the City with an explanation for the reasons of its rejection. If the payment request is approved in writing by the Contract Officer, payment shall be made within thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security.

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 90 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 FIVE HUNDRED DOLLARS (\$500) 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 FIVE HUNDRED DOLLARS (\$500) 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: _____
Graciela Ortiz, Mayor

ATTEST:

by: _____
Donna Schwartz, 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
SALT LAKE PARK SPLASH PAD PROJECT
FUNDED BY LWCF AND CDBG**

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
SALT LAKE PARK SPLASH PAD PROJECT
FUNDED BY LWCF AND CDBG**

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

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

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

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

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

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

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

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

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

Principal

By: _____

Date: _____

Title: _____

Surety

By: _____

Date: _____

Title: _____

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

--OR--

State of California)
County of Los Angeles)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

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

Appendix B-FEDERAL REQUIREMENTS
B-1 FEDERAL LABOR STANDARD PROVISIONS

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration, . . . makes, utters or publishes any statement knowing the same to be false, . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 98). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION REQUIREMENTS

1. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the

event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246).

- a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	<u>Goals for Minority Participation in Each Trade</u>	<u>Goals for Female Participation in Each Trade</u>
	28.3%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR part 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS (Executive Order 11246)

a. As used in these specifications:

- (1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury Department Form 941.
- (4) "Minority" includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or Southern American, or other Spanish culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor or any subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the Equal Opportunity Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any

covered contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

- d. The contractor shall implement the specific affirmative action standards provided in Paragraphs 3g(1) through 3g(15) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training or minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs Office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- (3) **Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.**
- (4) **Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.**
- (5) **Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under Paragraph 3g(2), above.**
- (6) **Disseminate the contractor's equal employment opportunity (EEO) policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.**
- (7) **Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.**
- (8) **Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.**
- (9) **Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the**

contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.

- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer, and vacation employment to minority and female youth, both on the side and in other areas of a contractor's work force.
 - (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations described in Paragraphs 3g(1) through (16), above. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 3g(1) through (16) of these specifications; provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

- i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of minority women is underutilized).
- j. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.
- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions thereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number, and assigned social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or

other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

4. **SPECIFIC EEO REQUIREMENTS.** For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:
 - a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Nonsegregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
 - b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor – ESA, 200 Constitution Avenue, NW, Room C3325, Washington, DC 20210, within ten working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
 - c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
 - d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.
 - e. For contracts in excess of \$10,000, bind subcontractors to the Federal equal employment opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
5. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
7. **THE AGE DISCRIMINATION ACT OF 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

8. **REHABILITATION ACT OF 1973.** No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

AGENCY REPORT OF CONTRACT AWARD

TO: Reporting Unit Supervisor, CDBG Division
Community Development Commission, County of Los Angeles

Date: _____
FAX to (323) 890-8595

Project Name _____ CDBG Project Number _____ CDBG Program Manager _____
Name of Local Contracting Agency (LCA) _____ Labor Standards Officer's Name (LSO) _____ LSO Initials _____

- This Agency reports the date for formal bid opening, or informal solicitation for this construction contract was _____
- This Contract Sub-contract was awarded on _____, to the contractor identified below.
The contract amount for the construction activity to be performed by this Contractor, as detailed below, is: \$ _____

IDENTIFY THE SPECIFIC SCOPE OF WORK FOR THIS CONTRACTOR	
Estimated Start Date: _____	Estimated Completion Date: _____

IDENTIFY THE TRADES TO BE USED BY THIS CONTRACTOR AT THE CONSTRUCTION SITE

Estimated Workforce _____

<input type="checkbox"/> Asbestos Worker	<input type="checkbox"/> Equipment Operator Group _____	<input type="checkbox"/> Lather	<input type="checkbox"/> Roofer
<input type="checkbox"/> Bricklayer	<input type="checkbox"/> Glazier	<input type="checkbox"/> Marble setter	<input type="checkbox"/> Sheet metal worker
<input type="checkbox"/> Carpenter	<input type="checkbox"/> Ironworker	<input type="checkbox"/> Painter	<input type="checkbox"/> Terrazzo Worker
<input type="checkbox"/> Cement Mason	<input type="checkbox"/> Laborer Group _____	<input type="checkbox"/> Plasterer	<input type="checkbox"/> Tile layer
<input type="checkbox"/> Electrician	<input type="checkbox"/> Labor/Striper Group _____	<input type="checkbox"/> Plumber	

- This is a Section 3 qualified contract and a Section 3 Pre-Bid Meeting was held on _____ (Date) N/A
A copy of the completed Section 3 Bid Evaluation form was provided to the CDC on _____ (Date) N/A
- The LCA verified this Contractor's Eligibility prior to contract award and documented the project file with search results from:
The California Contractors State Licensing Board (CSLB) Internet website (<http://www.cslb.ca.gov>) on _____ (Date)
The List of Parties Excluded from federal contract award Internet website (<https://www.epls.gov/>) on _____ (Date)
- The Contractor(s) acknowledge, by signature below, that: "This construction project is funded in whole or in part with Federal funds."
- Federal Labor Standards Provisions (HUD-4010 form), was provided to this contractor by attaching a copy to his/her agreement.
- The applicable Federal Wage Decision (identified below) was also provided to this contractor by attaching a copy to his/her agreement.
Federal Wage Decision Number: CA _____ Mod _____ DATED _____ (<http://www.wdcl.gov/>)
- The Contractor(s) further acknowledge that federal prevailing wage and fringe benefit rates must be paid to all workers each week.
- The LCA sent a Notice of Contract Award letter to the U.S. Dept. of Labor, OFCCP (contracts \$10,000 or more) on _____ (Date) N/A

<input type="checkbox"/> PRINT - Prime Contractor Company Name Signature: _____ Print Name: _____ Title: _____ Address: _____ _____ Employer Identification Number: _____ Contractor License Number: _____	<input type="checkbox"/> PRINT - Subcontractor Company Name Signature: _____ Print Name: _____ Title: _____ Address: _____ _____ Employer Identification Number: _____ Contractor License Number: _____
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- | | | | | | |
|--|--|---|--|--|---|
| <input type="checkbox"/> Black American | <input type="checkbox"/> Women Owned Business | <input type="checkbox"/> Native American | <input type="checkbox"/> Black American | <input type="checkbox"/> Women Owned Business | <input type="checkbox"/> Native American |
| <input type="checkbox"/> White American | <input type="checkbox"/> Minority Owned Business | <input type="checkbox"/> Hasidic Jews | <input type="checkbox"/> White American | <input type="checkbox"/> Minority Owned Business | <input type="checkbox"/> Hasidic Jews |
| <input type="checkbox"/> Hispanic American | | <input type="checkbox"/> Asian/Pacific American | <input type="checkbox"/> Hispanic American | | <input type="checkbox"/> Asian/Pacific American |

Guidelines for completing the Agency Report of Contract Award form

The Agency Report of Contract Award (ARCA) form is designed to protect the interest of all parties concerned. The LSO will process the form as follows:

- **LCA**
 - Enter the basic project information on the form,
 - Enter the dollar amount of the Prime Contract
 - Explain the prevailing wage requirements as outlined in the specifications,
 - Do not sign the form until it is returned, completed by the prime and/or sub,
 - Collect form from the contractor and review for accuracy,
 - Sign and fax or email completed forms to the CDBG Reporting Unit.
 - **Prime Contractor**
 - Provide an estimated start and end date, and a summary the Scope of Work,
 - Identify the basic trades and number of workers to be used on site,
 - Complete lower left section – business address and EEO portion, and
 - Sign and return the form to the LCA.
 - For Subcontractor forms, provide the dollar amount of the subcontract
 - Ensure subcontractor has a copy of the HUD-4010 form & Wage Decision
 - Collect form from the contractor, review it for accuracy, and forward to LCA.
 - **Subcontractor**
 - Provide an estimated start and end date, and a summary the Scope of Work,
 - Identify the basic trades and number of workers to be used on site,
 - Complete lower right section – business address and EEO portion, and
 - Sign and return the form to the Prime Contractor.
1. **Date of formal Bid Opening or Informal Solicitation Date:** LCA identifies the date of formal bid opening was held. For an informal solicitation, the date that the contractor signed a construction contract with the LCA.
 2. **Contract Award Date:**
 - Prime Contracts,** the date an agreement was signed with the LCA.
 - Subcontracts,** the date an agreement was signed with the prime contractor.
 3. **Section 3 Qualified Contracts:** The agency's LSO or Section 3 Coordinator will conduct a presentation at the Section 3 Pre-Bid Meeting. The meeting must be held by the LCA to inform prospective bidders of hiring and employment requirements and the bid preference opportunity allowed by the Section 3 requirements. Also, during the bid evaluations, the LCA will include a Section 3 analysis to determine each bidder's Section 3 Responsiveness and provide CDC with a copy of their evaluation.
 4. **Contractor Eligibility:** Prior to any contract or subcontract award, the LCA will ensure that each contractor is eligible to receive a federally funded construction contract. Ensuring that the license of each contractor is current and active is part of the LCA bid evaluation process, and includes:
 1. Obtaining the state license number of each bidder and proposed sub-contractor
 2. Contact the CA Contractor State License Board at (800) 321-2752 or on-line at <http://www.cslb.ca.gov>
 3. Enter the contractor's license number and click on "Check License"
 4. The License Detail page will display; Business Information, License Status, Personnel List, etc.
 5. Print a copy of this page to assist in completing the contractor's eligibility verification.
 6. Access the Federal List of Excluded Parties on-line at <https://www.epls.gov/>
 7. From the EPLS Search Menu, select "Multiple Names"
 8. Enter the business name and all personnel as they appear on the license search
 9. The results of your search will be displayed, print a copy and place it in your Labor Standards Enforcement file
 5. **Contractor Acknowledgement:** acknowledges that the project is federally-funded and the prevailing wage requirements of the Davis-Bacon and Related Acts will be administered, monitored, and enforced by the LCA, or their assigned representative, in accordance with the Federal Labor Standards Provisions.
 6. **Federal Labor Standards Provisions:** A copy of the current HUD-4010 form that outlines the labor requirements for each contractor must be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under \$25,000. The Prime Contractor must attach a current copy of the HUD-4010 form to each subcontract.
 7. **Federal Wage Decision:** A copy of the current Wage Decision that identifies the minimum hourly wage and fringe benefit payments to workers must also be included in the bid specifications for all formal competitive bids, or physically attached to each Prime Contract awarded for informal contracts under \$2,000. The Prime Contractor must attach a copy of the applicable Wage Decision and HUD-4010 form to each subcontractor ARCA to ensure that each subcontractor was informed of his/her obligation to pay prevailing hourly wages and fringe benefits to workers each week.
 8. **Contractor's Acknowledgement:** Federal prevailing wage and fringe benefits rates must be paid to workers each week.
 9. **Notice of Contract Award:** For all contracts awarded in the amount of \$10,000 or more, the LCA must ensure that a "Notice of Contract Award" letter is sent to the Office of Federal Contract Compliance Programs (OFCCP) at the address below and a copy of the signed letter must be placed in the project file.

U.S. Department of Labor, Office of Federal Contract Compliance Programs
11000 Wilshire Boulevard, Suite 8103
Los Angeles, CA 90024

**CERTIFICATION OF UNDERSTANDING
AND AUTHORIZATION**

Project Name: _____

Contracting Agency: _____

This is to certify that the principals and the authorized payroll officer, below, have read and received a copy of the Federal Labor Standard Provisions (HUD-4010) and a copy of the Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects, and that they understand the labor standards clauses pertaining to the above-listed project.

The following person is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance form that will accompany each weekly payroll report for the contractor listed below during the duration of this project:

Contactor Business Name

License Number

Payroll Officer Name (print)

Payroll Officer (signature)

Name of Person Authorized to Sign (print)

(Authorized Signature)

Title

Date

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered non-sensitive and does not require special protection. This information is required to obtain benefits. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Employers engaged on HUD-assisted construction projects subject to Davis-Bacon wage requirements must pay no less than the wages determined to be prevailing by the Secretary of Labor to all laborers and mechanics engaged on the construction work. On occasion, the applicable Davis-Bacon wage decision does not contain all of the work classifications and wage rates needed to complete the construction work. This information collection facilitates the addition of needed work classifications and wage rates for the construction work involved. This form is used by HUD and local agencies administering HUD programs to report employer request(s) for additional classification and wage rates so that an appropriate wage rate can be approved by the Department of Labor for the construction work. This information collection is required by Department of Labor regulations at 29 CFR 5.5. While no assurances of confidentiality are pledged to respondents, HUD generally discloses these data only in response to a Freedom of Information request.

Instructions

General:

Contractors/Employers: Do not need to complete this form. Submit a written, signed request to the responsible contracting agency naming the work classifications and the wage rates, including any fringe benefits, that are proposed.

Local Agency Staff: Complete items 2 through 10. Submit one copy of this form to the responsible HUD Labor Relations Office with a copy of the applicable Davis-Bacon wage decision and the written request from the employer naming the work classifications and wage rates that are proposed. (The employer's request must be made in writing and must be signed.)

1. For HUD or State CDBG Office use. Enter the name and address of HUD Office (or State CDBG office) submitting the report and to which the DOL reply should be sent.
2. Enter the name and number of the project or contract involved.
3. Enter the location of the project involved: city, county and state.
4. Describe the construction involved, e.g., new construction or rehabilitation, number and type of buildings, number of stories, number of units (as applicable). For example: New construction: 3 - 4-story buildings; 120 units.
5. Enter the character of construction as defined by DOL for Davis-Bacon prevailing wage rate purposes.
6. Enter the number of the Davis-Bacon wage decision applicable to the construction work. Include the number of wage decision modifications (if any) applicable to the work.
7. Enter the effective date of the wage decision for the project. (See DOL regulations at 20 CFR 1.6.)
8. Enter the work classifications and corresponding hourly basic wage rates and fringe benefit rates (if any) requested.
9. Self-explanatory.
10. If the requesting employer is not the prime contractor, enter the name and address of the subcontractor/employer making the request.

Remainder of Form: HUD Labor Relations/State CDBG use.

HUD Labor Relations/State CDBG Staff: Evaluate the employer's request against the criteria for approval (see DOL Regulations, 29 CFR Part 5, and related contract labor standards provisions). The criteria are reflected in "checklist" form to ensure that each factor is considered and to ensure that supporting documentation, including a copy of the applicable wage decision, is attached. Check the box next to each criterion that is met; do not check the box next to any criterion that is not met.

If the request meets all criteria, check the appropriate box, enter the name and telephone number of the HUD/State CDBG agency representative, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision and the written request from the employer involved.

If the request fails to pass all criteria, check the appropriate box, enter agency contact information, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision, the written request from the employer involved, and a cover letter explaining how the employer's request failed to meet one or more of the criteria.

Submission of Report

Completed forms shall be sent to: Branch of Construction Wage Determinations, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room S-3014, Washington, DC 20210.

Appendix B - FEDERAL REQUIREMENTS

**B-2 CONTRACTING WITH SMALL BUSINESS, MINORITY FIRMS, WOMEN'S BUSINESS
ENTERPRISE, LABOR SURPLUS AREA FIRMS**

CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:
 - a. Including qualified small and minority businesses on solicitation lists.
 - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses.
 - e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as required.
 - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.
2. Grantees shall take similar appropriate affirmative action in support of women's business enterprise.
3. Grantees are encouraged to procure goods and services from labor surplus areas.

Appendix B - FEDERAL REQUIREMENTS
B-3 PUBLIC WORKS PAYROLL REPORT FORMAT

Appendix B - FEDERAL REQUIREMENTS

B-4 STATEMENT OF COMPLIANCE

STATEMENT OF COMPLIANCE

CONTRACTOR/SUBCONTRACTOR	CONTRACT NUMBER
FIRST DAY AND DATE OF PAY PERIOD	LAST DAY AND DATE OF PAY PERIOD

I do hereby certify under penalty of perjury:

- (1) That I pay or supervise payment to employees of the above-referenced contractor on the above-referenced contract; that all persons employed on said project for the above-referenced time period have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said contractor from the full weekly wages earned by any person; and that no deductions have been made either directly or indirectly from the full weekly wages earned by any person other than permissible deductions.
- (2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; and that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates:
 - (a) Specified in the applicable wage determination incorporated into the contract.
 - (b) Determined by the Director of Industrial Relations for the county or counties in which the work is performed.
- (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.
- (4) That fringe benefits as listed in the contract:
 - (a) Have been or will be paid to the approved plan(s), fund(s), or program(s) for the benefit of listed employee(s), except as noted below.
 - (b) Have been paid directly to the listed employee(s), except as noted below.
 - (c) See exceptions noted below.

EXCEPTION CRAFT	EXPLANATION

REMARKS:

NAME (PLEASE PRINT)	TITLE
SIGNATURE	DATE

On federally funded projects, permissible deductions are defined in regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c).

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE

This statement of compliance meets the needs of the state and federal payroll requirements to pay fringe benefits in addition to payment of minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various preapproved plans, funds, or programs or by making these payments to the employees as part of their weekly wage payments.

The contractor must **show on the face of his or her payroll all monies paid to the employees** whether as basic rates or as total hourly wage amounts in lieu of fringes. The contractor shall report in the statement of compliance that **he or she is paying to others** fringes required by the contract and not paid directly to the employees in lieu of fringes.

Detailed instructions follow:

Contractors required to pay Federal Wage Rates:

Such a contractor shall check paragraph 2(a) of the statement to indicate that the wage rates for laborers or mechanics contained in the payroll are not less than the applicable wage rates specified in the applicable wage determination incorporated into the contract.

Contractors required to pay the State Prevailing Wage Rates as determined by the Director of Industrial Relations:

Such a contractor shall check paragraph 2(b) of the statement to indicate that the wage rates for laborers or mechanics contained in the payroll are not less than the applicable wage rates determined by the Director of Industrial Relations for the county or counties in which the work is performed.

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decisions shall continue to show on the face of his or her payroll the basic hourly rate and overtime rate paid to his or her employees, just as he or she has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he or she is also paying approved plans, funds, or programs within the time required from the receipt of those sums, not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who does not pay fringe benefits to an approved plan shall pay a like amount to the employee. This payment can be reported by inserting in the straight time hourly rate column of his or her payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and one-half on wages paid in lieu of fringes, the overtime rate shall be not less than one and one-half the basic predetermined rate, plus the required cash in lieu of fringes at the straight-time rate. To simplify computation of overtime, it is suggested that the straight-time basic rate and payment in lieu of fringes be separately stated in the hourly rate column, thus \$14.56/5.11. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he or she is paying fringe benefits directly to his or her employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c) Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obligated to pay the deficiency directly to the employees as wages in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as wages in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

Appendix B - FEDERAL REQUIREMENTS
B-5 FRINGE BENEFIT STATEMENT FORMAT

CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

PROJECT NAME: _____

PROJECT NUMBER: _____

Classification / Fringe Benefits Provided		Name, Address, and Telephone Number of Plan/Fund Program
1)		
Health and Welfare	\$	_____
Pension	\$	_____
Vacation	\$	_____
Apprenticeship/Training	\$	_____
2)		
Health and Welfare	\$	_____
Pension	\$	_____
Vacation	\$	_____
Apprenticeship/Training	\$	_____
3)		
Health and Welfare	\$	_____
Pension	\$	_____
Vacation	\$	_____
Apprenticeship/Training	\$	_____

OR: (Check if applicable)

I certify that I do not make payments to approved fringe benefit plans, funds, or programs.

(Contractor/Subcontractor)

by _____
(Signature)

(Date)

(Title)

Appendix B - FEDERAL REQUIREMENTS
B-6 COMPLIANCE WITH CLEAN AIR AND WATER ACTS

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000)

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857, *et seq.*, the Federal Water Pollution Control Act, as amended, 33 USC 1251, *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner the following:

1. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

Appendix B - FEDERAL REQUIREMENTS

B-7 SECTION 3 CLAUSE

SECTION 3 CLAUSE

(All Section 3 covered contracts shall include the Section 3 Clause.)

Section 3 Clause

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall; describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the persons) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that the greatest extent feasible; (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

A Section 3 Responsive bidder is a bidder that submits a Section 3 Business Certification form with the bid, and

1. Qualifies as a Section 3 Business concern because the business
 - Is 51% owned by low-income residents, or
 - 30% or more of its permanent full-time employees are low-income residents, and
 - Provides the Section 3 Resident Certification form(s) for each qualified employee.
- OR -
2. Makes a written commitment by submitting a Section 3 Economic Opportunity Plan with their bid indicating that the bidder will:
 - Hire at least 30% aggregate new-hires that are qualified low-income residents, and
 - Provide the Section 3 Resident Certification form(s) for each Section 3 new-hire, or
 - Subcontract 25% or more of the bid amount to qualified Section 3 Business Concern(s), and
 - Ensure that the Business Concern(s) provide Section 3 Resident Certification form(s) for each qualified employee.

NOTE: If the contract is awarded based upon the written commitment, the contractor will be responsible to document all efforts made to recruit Section 3 resident new-hires. Additionally, the recipient of a Section 3 contract who commits to the Section 3 goal is required to submit a Section 3 Summary Report by July 1 and/or with their final Certified Payroll Report submission.

First preference will be given to a bidder who provides a reasonable bid and is a qualified Section 3 Business Concern. Second preference will be given to a bidder who provides a reasonable bid and commits to achieving the Section 3 employment, training and subcontracting opportunity goals by submitting a written commitment (Economic Opportunity Plan).

A Section 3 Non-responsive bidder is a bidder that:

- ▶ Fails to provide a Section 3 Business Certification form documenting Section 3 qualifications with a bid response, or
- ▶ Fails to provide a Section 3 Business Certification form and an Economic Opportunity Plan with a bid response.

However, if the lowest bid of a qualified Section 3 Responsive Bidder is not reasonable (not within the Zone of Consideration), as defined below, the construction contract shall be awarded to the lowest bid from any responsive and responsible bidder.

A REASONABLE bid is a bid that is not more than the value of "X" higher than the **LOWEST BID**.

1. The actual dollar amount of bid received from any responsible bidder, **PLUS**
2. The "**X**" **FACTOR**, which is the lesser of:
 - a. The dollar amount of the required percentage listed on the chart below of the Bid submitted, or
 - b. The actual dollar amount listed on the chart below.
3. Equal the **MAXIMUM ACCEPTABLE BID**.

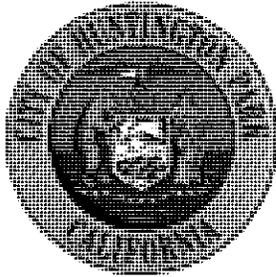
ZONE OF CONSIDERATION

If the Lowest Bid is		The "X" FACTOR is the Lesser of	
At Least	But Less Than		
\$100,000	N/A	10%	\$9,000
\$100,000	\$200,000	9%	\$16,000
\$200,000	\$300,000	8%	\$21,000
\$300,000	\$400,000	7%	\$24,000
\$400,000	\$500,000	6%	\$25,000
\$500,000	\$1,000,000	5%	\$40,000
\$1,000,000	\$2,000,000	4%	\$60,000
\$2,000,000	\$4,000,000	3%	\$80,000
\$4,000,000	\$7,000,000	2%	\$105,000
\$7,000,000		1.5%	

Appendix B - FEDERAL REQUIREMENTS

B-8 APPLICABLE FEDERAL WAGE DECISION

Wage Decision shall be downloaded 10 days prior to Bid Opening, which will be applicable to the contract. Wage Decision can be downloaded from <http://www.wdol.gov>. On the web site, select the following: State: CALIFORNIA, County: LOS ANGELES, Construction Type: BUILDING, HEAVY & HIGHWAY.



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

February 7, 2017

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 SERVICES AGREEMENT WITH DAY WIRELESS SYSTEMS FOR RADIO MAINTENANCE AND REPAIR SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the new service agreement with Day Wireless Systems;
2. Authorize the City Manager to execute the agreement; and
3. Designate the initial agreement to be for a term of 28 months, from March 1, 2017 to June 30, 2019. Thereafter, the agreement can be renewed at the City's discretion on an annual basis in alignment with the fiscal year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Currently, the Police Department utilizes different radio repair companies for service and maintenance of all the Police Department radio systems on an as needed basis. The radio systems service includes portable radios, mounted vehicles radios, and the dispatch center radio consoles. In addition, all of the police department radio systems are due for preventive maintenance, which will be covered under the terms of the proposed service agreement. Furthermore, the service agreement will ensure that routine preventive maintenance and repairs become a routine protocol of the police radio systems preservation.

All police radio systems are Motorola brand. Day Wireless Systems is an authorized "Motorola Elite Services Partner". In addition, the company manager, administrators and service technicians of Day Wireless Systems are required to be certified by the Electronic Technicians Association (ETA) in order to be qualified Motorola brand service providers. As a Motorola Elite Service Partner, Day Wireless Systems is allowed to:

- Repair radios, radio systems, and related equipment under Motorola warranty,

APPROVE CONTRACT SERVICES AGREEMENT WITH DAY WIRELESS SYSTEMS FOR RADIO MAINTENANCE AND REPAIR SERVICES

February 7, 2017

Page 2 of 3

- Install and maintain radios, radio systems, and related equipment without compromising warranty status,
- And, access Motorola's technical support.

Motorola Elite Service Partner status provides for a higher level of expertise and service to Day Wireless Systems customers. The advantage of having a maintenance agreement in place is that the customer has a set monthly cost for radio maintenance that is cost effective and financially prudent. The agreement includes annual preventative maintenance service which will improve the life and reliability of radio systems, and related equipment, to reduce unnecessary repair expense, downtime, and customer inconvenience.

The agreement will, at minimum, cover maintenance and repair of the all of the following radio systems in operation at the Police Department.

- Motorola APX-7000 Portable Radios
- Motorola XTS-1500 Portable Radios
- Motorola CDM-1250 Patrol Car Mounted Radios
- Motorola Elite Gold Dispatch Consoles

With the agreement in place, all radio systems maintenance and repairs are covered and inclusive at a rate of \$1,260.00 per month, or \$15,120.00 per year. The agreement covers manufacturer defect repairs, normal wear and tear, annual preventive maintenance inspections, and next business day service response. The agreement includes all parts and labor with the exception of antennas, batteries, cables, physical abuse, water/chemical damage, installation of new equipment, removal of old equipment, and programming of new features.

FISCAL IMPACT/FINANCING

The total fiscal impact for this service is \$15,120.00 (annually) to be drawn from Police Department Account #111-7010-421-56-41 / Contract Services. Two additional quotes were obtained from comparable service providers. Day Wireless Systems provides the most competitive pricing and is the recommended company for this service. Below is an illustration of the quotes received for this service. The expanded quotes are included with this for your review.

Company	Quote / Price per year
Day Wireless Systems	\$15,120.00
Comserco	\$18,312.00
Advanced Electronics	\$27,376.20

There is no additional budget appropriation necessary for this service for the remainder of FY 16/17 as the current budget can absorb the service agreement cost for the remainder of FY 16/17, which is approximately \$5,040.00. A full amount of \$15,120.00

**APPROVE CONTRACT SERVICES AGREEMENT WITH DAY WIRELESS SYSTEMS
FOR RADIO MAINTENANCE AND REPAIR SERVICES**

February 7, 2017

Page 3 of 3

will be requested in FY 17/18 budget to cover the service for all of FY 17/18 and a similar amount of 15,120.00 for FY 18/19.

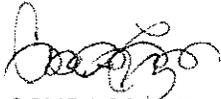
CONCLUSION

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

Respectfully submitted,



EDGAR CISNEROS
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

- A. Service Agreement with Day Wireless Systems
- B. Proposal by Advanced Electronics
- C. Proposal by Comserco

ATTACHMENT "A"

SERVICE AGREEMENT

DAY WIRELESS SYSTEMS
 dba: *US Mobile Wireless Communications, Inc.*
 8300 Juniper Creek Lane STE 100
 Burbank, CA 91506
 Phone: (818) 557-7390
 Fax: (818) 557-0256



CUSTOMER NAME: Huntington Park Police Department
ATTN: Nick Pacheco
BILLING ADDRESS: 6542 Miles Avenue
CITY: Huntington Park **STATE:** _____ **ZIP:** _____

CUSTOMER #: 7903
TELEPHONE: (323) 826-6619
FAX: (323) 584-1137

MODEL NUMBER/SERIAL QTY	DESCRIPTION	PLACE OF SERVICE			MONTHLY SVC AMOUNT	
		CUSTOMER LOCATION	SVC CTR DRIVE-IN	SVC CTR MAIL-IN	PER UNIT	EXTENDED
INFRASTRUCTURE:						
5	Gold Elite Positions	X			\$58.00	\$290.00
2	Quantar Repeaters	X			\$50.00	\$100.00
MOBILE RADIOS:						
3	XTL2500	X			\$10.00	\$30.00
51	CDM1250	X			\$6.50	\$331.50
3	CDM750	X			\$6.50	\$19.50
PORTABLE RADIOS:						
24	APX7000	X			\$6.00	\$144.00
60	XTS1500	X			\$5.75	\$345.00
					Monthly Total	\$1,260.00
					Annual Total	\$15,120.00

CONTRACT START DATE:
 / /

EXPIRATION DATE:
 / /

PAYMENT CYCLE:
 ANNUALLY
 SEMI-ANNUALLY
 QUARTERLY
 MONTHLY
 OTHER
(SPECIFY IN SPECIAL INSTRUCTIONS)

SPECIAL INSTRUCTIONS:
HOURS OF SERVICE: 8:00 AM TO 4:30 PM Monday thru Friday excluding weekends and holidays.
 This contract provides local support for stated infrastructure and subscriber equipment at the customer's location and covers: Manufacturer Defect Repairs, Normal Wear & Tear, Annual PMI & Next business Day Service Response.
 This contract includes all parts and labor with the exception of antennas, batteries, cables, physical abuse, water/chemical damage, installation of new equipment, removal of old equipment and programming of new features.
 Time and Materials charges will be billed at \$150.00 per hour.

WHICH THIS AGREEMENT IS ACCEPTED BY THE CUSTOMER, THE EQUIPMENT REFERENCED ON THIS AGREEMENT WILL BE SERVICED BY DAY WIRELESS SYSTEMS (DWS) IN ACCORDANCE WITH THE ATTACHED TERMS AND CONDITIONS. IF THE USE OF A SUBCONTRACTOR IS NECESSARY TO FULFILL THE OBLIGATIONS OF THIS AGREEMENT, DWS WILL SELECT AND MANAGE THE SUBCONTRACTOR. AGREEMENT DOES NOT INCLUDE REPLACEMENT OF ANTENNAS, BATTERIES, OR SERVICE OF TOLLFREE/SKIP LINES ANTENNAS, TOWERES OR TOWER LIGHTING UNLESS SUCH WORK IS DESCRIBED BELOW.

NEW AGREEMENT **AGREEMENT REVISION**
 AGREEMENT # _____
 Additional terms, definitions and conditions of this SERVICE AGREEMENT are printed on page 2.

IS P.O. REQUIRED? YES, ATTACH P.O. NO
 P.O. # _____ Date: _____

Customer (SIGNATURE) _____ DATE: _____
 SERVICE REPRESENTATIVE (SIGNATURE) _____ DATE: _____

DAY WIRELESS SERVICE AGREEMENT TERMS AND CONDITIONS

1. **DEFINITIONS** "DWS" shall mean Day Wireless Systems Inc. "Customer" shall mean the customer named in the Agreement, and "Product" shall collectively mean the Equipment and Software which DWS and Customer agree to be serviced pursuant to this Service Agreement. Such Product is listed on the front of this Agreement.
2. **ACCEPTANCE** The terms and conditions set forth on this Agreement is an offer to purchase Service by Customer which shall become a Service Agreement when acknowledged in writing by DWS's Service Department, and the banking negotiation or other use of any payment shall not constitute an acceptance by DWS. It is agreed that Service shall be provided only on the terms and conditions contained in this Agreement. DWS shall not be bound by terms and conditions in Customer's purchase order or elsewhere unless expressly agreed to in writing. Upon acceptance by DWS's Service Department, DWS's interest in the Agreement is assigned to DWS, Inc.
3. **SERVICE DEFINED**
 - a. DWS agrees to provide service for the Customer for the Product listed on the front side of this Agreement. Such Products shall be serviced according to the terms and conditions on the front and reverse side of this Agreement ("Service"). The Service shall begin and end on the dates set forth on the front side of this Agreement. DWS shall also Service other Product purchased by customer during the term of this Agreement on the same terms and conditions set forth in this Agreement at the then current service fees for such Product. Upon delivery of such other Product to Customer, service fees for Service of such other Product shall be added to the billing cycle following expiration of the labor warranty on such other Product. In the event of loss, damage, theft or removal from Service of any Product, Customer shall immediately report the loss, damage, theft or removal in writing to DWS. In this event, Customer's obligation to pay service fees with respect to any such Product shall terminate at the end of the month in which DWS received such written report.
 - b. Mobile Product shall be removed and reinstalled in different vehicles at Customer's request for the service fee in effect at the time of Customer's request.
 - c. This Agreement does not include service of any transmission line, antenna tower or tower lighting, unless such work is described on the front side of this Agreement. Service shall include the labor and parts required to repair Product which has become defective through normal wear and usage. This does not include consumables and their installation. Service does not include the repair or replacement of Product which has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electronic abuse or misuse, acts of God, fires or other casualty. Service performed for non-covered repairs shall be billed at DWS's above contract rate applicable for such Service. Product under contract must be maintained in environmental conditions as set forth in the Product specifications and damage resulting from environmental conditions not conforming to the specifications is not covered by this Agreement.
 - d. Where telephone lines and Product are used in conjunction with DWS maintained Product, DWS shall have no obligation or responsibility for such telephone lines or Product but shall upon request, assist the Telephone Company in repairing such upon payment at the appropriate above contract rate.
 - e. Customer shall indicate on the front side of this Agreement any Product which is intrinsically safe so that appropriate parts and procedures may be used to maintain such status.
 - f. At the expiration of twelve (12) months after the commencement of Service hereunder (or any time thereafter), if Product cannot in DWS's opinion be properly or economically repaired, because (but not limited to) excessive wear, deterioration or unavailability of parts, DWS at its sole option, upon thirty (30) days prior written notice to Customer sent by certified mail, may either: (1) remove such Product from this Agreement; or (2) may increase the price to Service such Product. Customer shall have thirty (30) days from receipt of notice of price increase to object to such increase. If Customer properly objects to such increase, DWS shall then have the option to remove such Product from coverage by this Agreement. Customer's obligation to pay Service fees with respect to Product removed from this Agreement shall terminate at the end of the month during which such Product is removed.
4. **SERVICE STANDARDS.** The Product shall be serviced by DWS in accordance with the following standards: (i) DWS parts or parts of equal quality shall be used; (ii) the Product shall be serviced at levels set forth in DWS's product manuals; and (iii) routine service procedures prescribed from time to time by DWS for its Product shall be followed.
5. **TIME AND PLACE OF SERVICE.** Service shall be done at the location specified on the front side of this Agreement. Where Service is to be performed at the location of the Product, Customer shall furnish shelter, heat, light and power at these locations. Customer shall notify DWS immediately of Product failure, allow DWS full and free access to the Product, and cooperate fully with DWS in DWS's servicing of the Product. Waiver of liability by DWS against Customer or other restrictions shall not be imposed by Customer as a site access requirement. Customer shall allow DWS full and free access to the Product. Customer shall allow DWS to use necessary machines, communications, facilities, features and other product (except as normally supplied by DWS) at no charge. Mobiles and removable Product shall be delivered by Customer to the DWS Service Center indicated on the front side of this Agreement.
6. **PAYMENT/TAXES** On or about the date each payment is due as set forth on the front side of this Agreement, DWS shall send Customer an invoice covering the Service fees for the next Payment Period. All other charges shall be billed monthly, and the Customer shall pay the amount of each invoice within ten (10) days of its date to the DWS office designated by DWS. Each invoice shall be due and payable whether or not the Product is operating, and DWS may terminate this Agreement by giving Customer ten (10) days notice by certified mail if Customer defaults in its payment to DWS. Customer shall reimburse DWS for all properly taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by authority of any Federal, State or Local law, rule or regulation with respect to the Service of the Product except Federal income and profit taxes of DWS and State income and franchise taxes of DWS.
7. **RIGHT TO SUBCONTRACT.** DWS shall have the right to subcontract in whole or in part the Service called for by this Agreement. DWS shall notify Customer of the name and address of each subcontractor.
8. **REVISION OF FEES.** Prior to an Anniversary of the "Expiration Date" indicated on the front side of this Agreement, DWS may revise the Service fees set forth on the front side of this Agreement by giving Customer written notice of the amount of the increase at least sixty (60) days in advance of that Anniversary date. Upon receipt of any such notice, Customer may terminate this Agreement on the Expiration Date or any Anniversary of it upon thirty (30) days prior written notice to DWS sent by certified mail to the address indicated in this Agreement, otherwise the new fees shall become effective on the Anniversary date. In the event of such termination, all accrued and unpaid charges shall be due and payable immediately upon termination.
9. **AUTOMATIC RENEWAL.** If Automatic renewal is selected on the contract, after the Expiration Date indicated on the front side of this Agreement, this Agreement shall continue for successive additional periods of one year, provided that either DWS or Customer may terminate this Agreement on the Expiration Date or any Anniversary of it upon thirty (30) days prior written notice to the other party sent by certified mail to the address indicated in this Agreement.
10. **INTERRUPTION OF SERVICE.** Customer shall notify the servicing agency in the event of the failure of any Product. If the servicing agency fails to repair the Product within a reasonable time, Customer shall notify the DWS office designated by DWS. After said notice from Customer to the servicing agency and to the DWS office designated by DWS, DWS shall be liable for any interruption of interference affecting the use of transmission through the Product, maintained to the extent of a pro rata allowance based on the monthly service fee for the time such interruption or interference is attributable to the fault of DWS or its subcontractor. DWS does not assume and shall have no liability under this Agreement for failure to provide or delay in providing service for Product due directly or indirectly to causes beyond the control of DWS, including, but not restricted to, acts of God, acts of the public enemy, acts of the United States, any State, Territory of the United States, or any political subdivision of the foregoing, or the District of Columbia, acts of failure to act of the Customer, its agents employees or subcontractors, fires, floods, casualty, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions or defaults of DWS subcontractors due to any such causes.
11. **WARRANTY LIMITATIONS, EXCEPT AS SPECIFIED IN THIS AGREEMENT, DWS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DWS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.**
12. **FCC AND OTHER GOVERNMENT MATTERS.** Although DWS may assist in preparation of the FCC license application, Customer is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission ("FCC") or any other Federal, State or Local governmental agency. Customer is solely responsible for complying with applicable FCC rules and regulations and the applicable rules and regulations of any other Federal, State or Local governmental agency. Neither DWS nor any of its employees is an agent of Customer in FCC or other governmental matters. DWS, however, may assist in preparation of the FCC license application at no charge to Customer.
13. **ENTIRE AGREEMENT.** Customer acknowledges that it has read and understands the terms and conditions of the Agreement and agrees to be bound by them, that it is the complete and conclusive statement of the agreement between the parties and that this Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and all understandings and agreements oral and written, heretofore made between DWS and Customer, are merged in this Agreement which alone fully and completely expresses their agreement.
14. **AMENDMENT.** No modification or additions to this Agreement shall be binding upon DWS unless such modification is in writing and signed by the DWS Service Manager authorized to make such revisions and an authorized agent of Customer.
15. **VALIDITY.** If any term or provision of this Agreement shall in any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with law, but the remaining terms and provisions of this Agreement shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid, void or unenforceable.
16. **HEADINGS.** Section and paragraph headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of this Agreement.
17. **LAW.** THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.
18. **ASSIGNMENT.** No assignment or transfer in whole or in part of this Agreement by Customer shall be binding upon DWS without its prior written consent.
19. **WAIVER.** Failure or delay on the part of DWS or Customer to exercise any right, power or privilege under this Agreement shall not operate as a waiver of any right, power or privilege of the Agreement.
20. **TIME TO SUE.** Except for money due upon an open account, no action shall be brought for any breach of this Agreement more than two (2) years after the accrual of such cause of action except where a shorter limitation period is provided by applicable law.

ATTACHMENT "B"

Huntington Park PD Maintenance Quote:
Advanced Electronics

Portables/Mobiles:

10	Astro Mobiles	\$8.00 each	\$80.00 per month
50	CDM1250 Mobiles	\$5.00 each	\$250.00 per month
3	XTL2500 Mobiles	\$5.00 each	\$15.00 per month
3	CDM750 Mobiles – PW	\$5.00 each	\$15.00 per month
2	CDM1250 Mobiles – PW	\$5.00 each	\$10.00 per month
9	CM200 Mobiles – PW	\$4.00 each	\$36.00 per month
12	HT1250 Portables	\$5.00 each	\$60.00 per month
61	XTS1500 Portables	\$6.40 each	\$390.40 per month
24	APX7000 Portables	\$7.80 each	\$187.20 per month
1	CP200 Portable – PW	\$4.00 each	\$4.00 per month
8	HT750 Portable – PW	\$5.00 each	\$40.00 per month
			\$1,087.60 per month (paying \$4,480.30/mo)

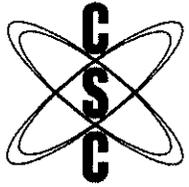
24/7/4 Hour Response with Annual PMI on Fixed Equipment:

5 Pos	Gold Elite Console	\$313.00 per position	\$1565.00
	**This equipment is no longer supported by the manufacturer is subject to the availability of parts.		
2	Repeaters	\$84.20 each	\$168.40
	**Includes Infrastructure Repair With Advanced Replacement		
			\$1,733.40 per month

8-5 Monday through Friday with Annual PMI on Fixed Equipment

5 Pos	Gold Elite Console	\$208.75 per position	\$1,043.75
	** This equipment is no longer supported by the manufacturer is subject to availability of parts.		
2	Repeaters	\$75.00 each	\$150.00
	** Includes Infrastructure Repair With Advanced Replacement		
			\$1,193.75 per month

ATTACHMENT "C"



ComSerCo Inc
Corona, CA 92879

951-272-2293

Maintenance Contract

Start Date: 1/1/2016
Contract #: MA0243L/PD

Bill To:

HUNTINGTON PK PD, CITY OF
ATTN: JOE SETTLES
6542 MILES AVE
HUNTINGTON PARK, CA 90255

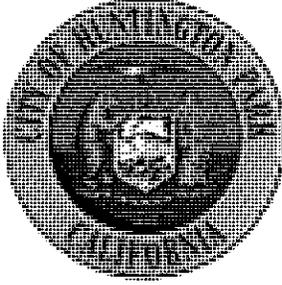
Description	Contract Period		P.O. NO.	Terms
	Qty	Per Unit	Monthly Rate	Annual Rate
GOLD ELITE - 4 POSITIONS	1	160.00	160.00	1,920.00
REPEATERS	2	42.00	84.00	1,008.00
CDM1250 MOBILE RADIOS	50	7.00	350.00	4,200.00
ASTRO SPECTRA MOBILE RADIOS	10	10.00	100.00	1,200.00
APX7000 & APX7000 XE PORTABLE RADIOS	24	8.50	204.00	2,448.00
HT1250 PORTABLE RADIOS	12	7.00	84.00	1,008.00
XTS1500 PORTABLE RADIOS	61	8.50	518.50	6,222.00
XTL2500 PORTABLE RADIOS	3	8.50	25.50	306.00
MONTHLY BILLING RATE: \$1526.00				
Los Angeles County Sales Tax			9.00%	0.00
Total Annual Contract			\$18,312.00	

SIGNATURE _____

DATE _____

Terms & Conditions

1. This contract covers all internal components. External components are limited to knobs and buttons.
2. Any service work performed on the excluded items will be billed at a time and travel rate of \$155.00 per hour, plus parts and materials.
3. This contract excludes: relocation or re-installation of equipment, acts of God, power outages, or failures caused by misuse (including liquid damage and physical abuse), modification or attempted repairs by the user. This contract covers the repair of normal wear and tear of equipment.
4. Customer warrants that all covered equipment is in working condition at the inception of the contract and will supply current list of equipment and serial numbers.
5. ComSerCo's responsibility for service shall be limited to the customer's side of point of connection to equipment.
6. It is the customer's responsibility to inform ComSerCo of the removal/addition of equipment from the contract.
7. Price will vary as equipment is added/deleted, but rate per unit will remain constant.
8. Service hours are Monday -- Friday, 8:00 a.m. to 5:00 p.m., excluding holidays for subscriber units.
9. Service hours for infrastructure are 24 hours per day, 7 days per week with a 4 hour response time.
10. This contract may be canceled by either party with a 30 day notice.



CITY OF HUNTINGTON PARK

Building and Safety Division
City Council Agenda Report

February 7, 2017

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

Dear Mayor and Members of the City Council:

ADOPTION OF ORDINANCE BY REFERENCE LOS ANGELES COUNTY BUILDING, RESIDENTIAL, ELECTRICAL, PLUMBING, MECHANICAL AND EXISTING BUILDING CODES WITH CERTAIN AMENDMENTS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a Public Hearing;
2. Take public testimony; and
3. Read by title only for second reading, waiving further reading and adopt Ordinance No. 2016-954, Amending Title 8, of the Huntington Park Municipal Code by Adopting by Reference the 2017 Los Angeles County Code, Title 26, Building Code, Title 27, Electrical Code, Title 28, Plumbing Code, Title 29, Mechanical Code, Title 30, Residential Code and Title 33, Existing Building Code with Certain Amendments, Additions and Deletions Thereto

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 6, 2016, the City Council conducted a first reading and introduced the proposed ordinance 2016-954. The purpose/justification of the recommended action Ordinance can be found in the Staff Report dated December 6, 2016. (Attachment "B")

FISCAL IMPACT

There is no fiscal impact associated with adoption of this ordinance.

ADOPTION OF ORDINANCE BY REFERENCE LOS ANGELES COUNTY BUILDING, RESIDENTIAL, ELECTRICAL, PLUMBING, MECHANICAL AND EXISTING BUILDING CODES WITH CERTAIN AMENDMENTS

February 7, 2017

Page 2 of 3

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The California Codes took effect on January 1st, 2017 regardless City amendments unless an ordinance to adopt and amend them enacted by January 1st, 2017 to ensure City amendments are enforceable. Currently City already enacted an urgency ordinance that took effect on January 1st, 2017 and the regular ordinance is being adopted, as a good practice measure, in case the urgency ordinance is challenged for any reason

ENVIRONMENTAL REVIEW

These ordinances are exempt from the California Environmental Quality Act (CEQA) under CEQA Guideline 15061(b)(3) in that it does not have a potential for causing significant effect on environment.

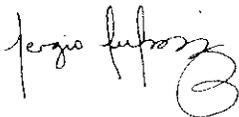
CONCLUSION

Upon City Council authorization and adoption of Ordinance No. 2016-954, Staff will implement the new construction codes with City amendments effective 30 days from this ordinance approval.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Sergio Infanzon
Community Development Director

ATTACHMENT(S)

- A. Ordinance No. 2016-954, Amending Title 8, of the Huntington Park Municipal Code by Adopting by Reference the 2017 Los Angeles County Code, Title 26, Building Code, Title 27, Electrical Code, Title 28, Plumbing Code, Title 29, Mechanical Code, Title 30, Residential Code and Title 33, Existing Building Code with Certain Amendments, Additions and Deletions Thereto.
- B. Staff Report Dated December 6, 2016.

**ADOPTION OF ORDINANCE BY REFERENCE LOS ANGELES COUNTY BUILDING,
RESIDENTIAL, ELECTRICAL, PLUMBING, MECHANICAL AND EXISTING
BUILDING CODES WITH CERTAIN AMENDMENTS**

February 7, 2017

Page 3 of 3

Findings and Los Angeles County Ordinance adopting and amending the 2016 California Codes and creating the 2017 Los Angeles County Codes, due to volume of the LACO Ordinance, one copy filed with the Office of City Clerk for review and can be viewed at the following links:

Building Code <http://file.lacounty.gov/SDSInter/bos/supdocs/108564.pdf>.

Residential Code <http://file.lacounty.gov/SDSInter/bos/supdocs/108600.pdf>

Electrical Code <http://file.lacounty.gov/SDSInter/bos/supdocs/108567.pdf>

Plumbing Code <http://file.lacounty.gov/SDSInter/bos/supdocs/108597.pdf>

Mechanical Code <http://file.lacounty.gov/SDSInter/bos/supdocs/108599.pdf>

Existing Building Code <http://file.lacounty.gov/SDSInter/bos/supdocs/108603.pdf>

California Codes can be viewed at <http://www.bsc.ca.gov/codes.aspx>

ATTACHMENT "A"

1 **101.3 Scope and Applicability.** The provisions of this Code shall apply to the
2 erection, construction, enlargement, alteration, installation, reconstruction, repair,
3 movement, improvement, connection, conversion, demolition, use and occupancy
4 of any building, structure or premises, or portion thereof, and grading within the
5 City.

6 The provisions of this Code shall not apply to work located primarily in a public
7 way other than pedestrian protection structures required by Chapter 33; public
8 utility towers and poles; equipment not specifically regulated in this Code;
9 hydraulic flood control structures; work exempted by Section 107.2; or minor
10 work of negligible hazard to life specifically exempted by the building official.
11 Additions, alterations, repairs and changes of use or occupancy in all buildings and
12 structures shall comply with the provisions for new buildings and structures except
13 as otherwise provided in Section 109 and Existing Building Code of the City of
14 Huntington Park.

15 Detached one- and two-family dwellings and multiple single-family dwellings
16 (townhouses) not more than three stories above grade plane in height with a
17 separate means of egress and their accessory structures shall comply with the
18 Residential Code as amended and adopted by the City of Huntington Park.

19 Where, in any specific case, different sections of this Code specify different
20 materials, methods of construction or other requirements, the most restrictive shall
21 govern.

22 The codes and standards referenced in this Code shall be considered part of the
23 requirements of this Code to the prescribed extent of each such reference. Where
24 differences occur between provisions of this Code and referenced codes and
25 standards, the provisions of this Code shall apply.

26 The provisions of this Code shall not be deemed to nullify any provisions of local,
27 state or federal law.

28 In the event any differences in requirements exist between the accessibility
requirements of this Code and the accessibility requirements of the California
Code of Regulations, Title 24 (also referred to as the California Building Standards
Code), then the California Code of Regulations shall govern.

102 - UNSAFE BUILDINGS

102.1 Definition. All buildings or structures which are structurally unsound or
not provided with adequate egress, or which constitute a fire hazard, or are
otherwise dangerous to human life, or which in relation to existing use constitute
a hazard to safety or health, or public welfare, by reason of inadequate
maintenance, dilapidation, obsolescence, fire hazard, disaster damage, lacking an
approved water supply, hazardous electrical, unsafe gas piping or appliances or
abandonment as specified in this Code or any other effective ordinance, are, for
the purpose of this Chapter, unsafe buildings. Whenever the Building Official
determines by inspection that a building or structure, whether structurally damaged

1 or not, is dangerous to human life by reason of being located in an area which is
2 unsafe due to hazard from landslide, settlement, or slippage or any other cause,
3 such building shall, for the purpose of this Chapter, be considered an unsafe
4 building.

5 No person shall own, use, occupy or maintain any unsafe building.

6 All unsafe buildings are hereby declared to be public nuisances. In addition to
7 instituting any appropriate action to prevent, restrain or correct a violation of this
8 section, the Building Official may abate an unsafe condition or order that the
9 unsafe condition be secured, repaired, rehabilitated, demolished or removed as
10 deemed necessary by the Building Official in accordance with the procedure
11 specified in this Code.

12 As used in this Chapter "party concerned" means the person, if any, in real or
13 apparent charge and control of the premises involved, the record owner, the holder
14 of any mortgage, trust deed or other lien or encumbrance of record, the owner or
15 holder of any lease of record, the record holder of any other estate or interest in or
16 to the building or structure or the land upon which it is located.

17 **102.2 Notice of Unsafe Building.** The Building Official shall examine or cause
18 to be examined every building or structure or portion thereof reported as dangerous
19 or damaged and, if, in the Building Official's opinion, such is found to be an unsafe
20 building as defined in this Chapter, the Building Official shall give to the party
21 concerned written notice stating the defects thereof. This notice may require the
22 owner or person in charge of the building or premises to;

- 23 1. Immediately remove, backfill, shore up or secure such unsafe condition,
24 and/or
- 25 2. Within 48 hours, apply for required permit(s) and commence either the
26 required repairs or improvements or demolition and removal of the
27 building or structure or portions thereof.

28 All such work shall be completed within 90 days from date of notice, unless
otherwise stipulated by the Building Official. If necessary, such notice shall also
require the building, structure, or portion thereof to be vacated forthwith and not
reoccupied until the required repairs and improvements are completed, inspected
and approved by the Building Official.

Proper service of such notice shall be by personal service or by registered or
certified mail upon every party concerned. In the event the Building Official, after
reasonable effort, is unable to serve the notice as specified above, proper service
shall be by posting on the structure a copy of the notice.

The designated period within which the owner or person in charge is required to
comply with such notice shall begin as of the date the owner or person in charge
receives such notice by personal service or registered or certified mail. If such
notice is by posting, the designated period shall begin ten days following the date
of posting.

The failure of any owner or other person to receive such notice shall not affect in
any manner the validity of any proceedings taken hereunder.

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A person notified to vacate an unsafe building by the Building Official shall vacate within the time specified in the order.

The Building Official may record a notice of violation with the County Recorder's Office that the building or structure described has been inspected and found to be an unsafe building, as defined in this Chapter, and that the owner thereof has been so notified. After all required work has been completed, upon request and payment of required fee(s) the Building Official shall record a notice rescinding the prior notice of violation with the County Recorder's Office .

102.3 Posting of Signs. The Building Official shall cause to be posted on buildings required to be vacated or remain unoccupied a notice to read substantially as follows: " Restricted Use" or "Unsafe – Do Not Enter or Occupy" as described in Section 102.6 . All placards shall read "Building and Safety Division, City of Huntington Park"

Such notice shall be posted at the main entrance and shall be visible to persons approaching the building or structure from a street. Such notice shall remain posted until the required repairs, demolition or removal are completed. Such notice shall not be removed without written permission of the Building Official and no person shall enter the building except for the purpose of making the required repairs or of demolishing the building.

102.4 Unsafe Buildings: Hearing.

102.4.1 Right of hearing. The party concerned or the Building Official may request a hearing regarding the unsafe condition of the building or structure. The request by the interested party shall be made in writing to the Building Official within 30 days of the date of the notice of the unsafe condition. A hearing shall be requested by the Building Official prior to demolition or repair of an unsafe building by the City except when such demolition or repair is done under the emergency procedure set forth in this Chapter.

All interested parties who desire to be heard may appear before the Building Board of Appeals to show cause why the building or structure should not be ordered repaired, vacated and repaired, or demolished.

102.4.2 Notice of hearing. Not less than ten days prior to the hearing, the Building Official shall serve or cause to be served either in the manner required by law for the service of summons or by first class mail, postage prepaid, a copy of the notice of hearing upon every party concerned.

102.4.3 Form and contents of notice. The notice of hearing shall state:

1. The street address and a legal description sufficient for identification of the premises upon which the building or structure is located.
2. The conditions because of which the Building Official believed that the building or structure is an unsafe building.
3. The date, hour and place of the hearing.

1 **102.4.4 Posting of notice.** The Building Official shall post one copy of the
2 notice of hearing in a conspicuous place on the unsafe building involved, not less
3 than ten days prior to the hearing.

4 **102.4.5 Hearing by Building Board of Appeals.** The Building Board of
5 Appeals shall hold a hearing and consider all competent evidence offered by any
6 person pertaining to the matters set forth in the report of the Building Official.
7 The Building Board of Appeals shall make written findings of fact as to whether
8 or not the building or structure is an unsafe building as defined in this Chapter.
9 When determined by the Building Official, the Building Rehabilitation Appeals
10 Board shall hold the hearing in lieu of the Building Board of Appeals.

11 **102.4.6 Order.** If the Building Board of Appeals finds that the building or
12 structure is an unsafe building, it shall make an order based on its finding that:

- 13 1. The building or structure is an unsafe building and directing that
14 repairs be made and specifying such repairs, or
- 15 2. The building or structure is an unsafe building and directing that it
16 be vacated and that specified repairs be made, or
- 17 3. The building or structure is an unsafe building and directing that it
18 shall be vacated and demolished.

19 The order shall state the time within which the work required must be commenced,
20 which shall not be less than 10 nor later than 30 days after the service of the order.
21 The order shall state a reasonable time within which the work shall be completed.
22 The Building Board of Appeals for good cause may extend the time for completion
23 in writing.

24 The order shall be served upon the same parties and in the same manner as required
25 by Section 102.4.2 for the notice of hearing. It shall also be conspicuously posted
26 on or about the building or structure.

27 **102.5 Unsafe Buildings: Demolition or Repair.**

28 **102.5.1 Work by City.** If the repairs or demolition necessary to remove the
unsafe condition as set forth in the Notice of Unsafe Building is not made within
the designated period and a hearing has not been requested by any party concerned,
the Building Official shall request that a hearing be held regarding the unsafe
condition. If the finding by the Building Board of Appeals is not complied with
within the period designated by the Board, the Building Official may then secure
or demolish such portions of the structure, or may cause such work to be done, to
the extent necessary to eliminate the hazard determined to exist by the Building
Board of Appeals.

102.5.2 Emergency procedure. Whenever any portion of a structure
constitutes an immediate hazard to life or property, and in the opinion of the
Building Official, the conditions are such that repairs, or demolition must be
undertaken within less than the designated period, the Building Official may take
necessary action, such as performing alterations, repairs, and/or demolition of the
structures, to protect life or property, or both, after giving such notice to the parties

1 concerned as the circumstances will permit or without any notice whatever when,
2 in the Building Official's opinion, immediate action is necessary.

3 **102.5.3 Costs.** The costs incurred by actions taken pursuant to Sections 102.5.1
4 and 102.5.2 including the entire cost of the services rendered by the County, shall
5 be a special assessment against the property upon which the structure stood. The
6 Building Official shall notify, in writing, all parties concerned of the amount of
7 such assessment resulting from such work. Within five days of the receipt of such
8 notice, any such party concerned may file with the Building Official a written
9 request for a hearing on the correctness or reasonableness, or both, of such
10 assessment. Any party concerned who did not receive a notice pursuant to Section
11 102.2 and who has not had a hearing on the necessity of the demolition or repairs
12 in such request for hearing also may ask that such necessity be reviewed. The
13 Building Board of Appeals thereupon shall set the matter for hearing; give such
14 party concerned notice thereof as provided in Section 102.4.2; hold such hearing
15 and determine the reasonableness or correctness of the assessment, or both; and if
16 requested, determine the necessity of the demolition or repairs. The Building
17 Board of Appeals, in writing, shall notify such party concerned of its decision. If
18 the total assessment determined as provided for in this section is not paid in full
19 within 10 days after receipt of such notice from the Building Official or the
20 Building Board of Appeals, as the case may be, the Building Official shall record
21 in the office of the Department of Registrar-Recorder a statement of the total
22 balance still due and a legal description of the property. From the date of such
23 recording, such balance due shall be a special assessment against the parcel.
24 The assessment shall be collected at the same time and in the same manner as
25 ordinary City taxes are collected and shall be subject to the same penalties and the
26 same procedure and sale in case of delinquency as provided for ordinary City
27 taxes. All the laws applicable to the levy, collection and enforcement of City taxes
28 shall be applicable to such special assessment.

18 **102.5.4 Interference Prohibited.** A person shall not obstruct, impede, or
19 interfere with the Building Official or any representative of the Building Official,
20 or with any person who owns or holds any estate or interest in any unsafe building
21 which has been ordered by the Building Board of Appeals to be repaired, vacated
22 and repaired, or vacated and demolished or removed, whenever the Building
23 Official or such owner is engaged in repairing, vacating and repairing, or
24 demolishing any such unsafe building pursuant to this Chapter, or is performing
25 any necessary act preliminary to or incidental to such work, or authorized or
26 directed pursuant hereto.

24 **102.5.5 Prosecution.** In case the owner shall fail, neglect or refuse to comply
25 with the notice to repair, rehabilitate, or to demolish and remove said building or
26 structure or portion thereof, the Building Official shall cause the owner of the
27 building to be prosecuted as a violator of this Code.

27 **102.6 Posting of signs for damage assessment.** The building official shall cause
28 placard(s) to be posted on buildings upon completion of a safety assessment.
All placards shall read "Building and Safety Division, City of Huntington Park"

1 The placards shall also indicate the condition of the structure for continued
2 occupancy, and shall read substantially as follows:

3 **1. "INSPECTED – Lawful Occupancy Permitted"** (green placard) shall be
4 posted on any building or structure wherein no apparent structural hazard has been
5 found. This placard is not intended to mean that there is no damage to the building
6 or structure.

7 **2. "RESTRICTED USE"** (yellow placard) shall be posted on each building or
8 structure that has been damaged wherein the damage has resulted in some form of
9 restriction to the continued occupancy. This placard will note in general terms the
10 type
11 of damage encountered and will clearly and concisely note the restrictions on
12 continued occupancy.

13 **3. "UNSAFE – Do Not Enter or Occupy"** (red placard) shall be posted on each
14 building or structure that has been damaged such that the continued occupancy
15 poses a threat to life safety. Buildings or structures posted with this placard shall
16 not be entered under any circumstance except as authorized in writing by the
17 Building Official, or his or her authorized representative. This placard is not to be
18 used or considered as a demolition order. This placard will note in general terms
19 the type of damage encountered.

20 Such notice shall be posted at the main entrance(s) and shall be visible to persons
21 approaching the building or structure from a street. Such notice shall remain posted
22 until the required repairs, demolition or removal are completed. Such notice shall
23 not be removed without written permission of the Building Official and no person
24 shall enter the building except for the purpose of making the required repairs or of
25 demolishing the building.

17 **103 - VIOLATIONS AND PENALTIES**

18 **103.1 Compliance with Code.** It shall be unlawful for a person to erect,
19 construct, enlarge, alter, repair, move, improve, remove, connect, convert,
20 demolish, equip, or perform any other work on any building or structure or portion
21 thereof, or perform any grading in the City, or cause the same to be done, contrary
22 to, or in violation of, any of the provisions of this Code.

23 **103.2 Violation.** It shall be unlawful for any person to own, use, occupy or
24 maintain any building or structure or portion thereof, in the City, or cause the same
25 to be done, contrary to, or in violation of, any of the provisions of this Code.

26 **103.3 Penalty.** Any person, firm or corporation violating any of the provisions
27 of this Code shall be guilty of a misdemeanor, and each such person shall be guilty
28 of a separate offense for each and every day or portion thereof during which any
violation of any of the provisions of this Code is committed, continued or
permitted, and upon conviction of any such violation such person shall be
punishable by a fine of not more than \$1,000, (one thousand dollars) or by
imprisonment for not more than six months, or by both such fine and
imprisonment. The provisions of this Section are in addition to and independent

1 of any other sanctions, penalties or costs which are or may be imposed for a
2 violation of any of the provisions of this Code.

3 **103.4 Recordation of Violation.**

4 **103.4.1 General.** The Building Official may record a notice with the County
5 Recorder's Office that a property, building, or structure, or any part thereof, is in
6 violation of any provision of this Code provided that the provisions of this Section
7 are complied with. The remedy provided by this Section is cumulative to any other
8 enforcement actions permitted by this Code.

9 **103.4.2 Recordation.** If (1) the Building Official determines that any property,
10 building, or structure, or any part thereof is in violation of any provision of this
11 Code; and if (2) the Building Official gives written notice as specified below of
12 said violation; then the Building Official may have sole discretion to, at any time
13 thereafter, record with the County Recorder's Office a notice that the property
14 and/or any building or structure located thereon is in violation of this Code.
15 Following the recordation of the notice of violation the Building Official is not
16 required to conduct an inspection or review of the premises to determine the
17 continued existence of the cited violation. It is the responsibility of the property
18 owner, occupant or other similarly interested private party to comply with the
19 above provisions.

20 **103.4.3 Notice.** The written notice given pursuant to this Section shall indicate:

- 21 1. The nature of the violation(s); and
- 22 2. That if the violation is not remedied to the satisfaction of the Building
23 Official, the Building Official may, at any time thereafter, record with the County
24 Recorder's Office a notice that the property and/or any building or structure located
25 thereon is in violation of this Code. The notice shall be posted on the property and
26 shall be mailed to the owner of the property as indicated on the last equalized
27 County Assessment roll. The mailed notice may be by registered, certified, or first-
28 class mail.

103.4.4 Rescission. Any person who desires to have recorded a notice
rescinding the notice of violation must first obtain the necessary approvals and
permit(s) to correct the violation. Once the Building Official determines that the
work covered by such permit(s) has been satisfactorily completed, the Building
Official may record a notice rescinding the prior notice of violation.

Section 103.5 Costs. Any person who violates any provision of this Code shall be
responsible for the costs of any and all Code enforcement actions taken by the
Building Official in response to such violations. These costs shall be based on the
amounts specified in Section 115.

103.6 Work Without Permit. Whenever any work has been commenced without
a permit as required by the provisions of this Code, a special investigation shall be
made prior to the issuance of the permit. An investigation fee specified as per
Section 115 shall be collected for each permit so investigated.

1 **Exception:** When the building official has determined that the owner-builder of a
2 one- or two-family dwelling, accessory building or accessory structure had no
3 knowledge that a permit was necessary and had not previously applied for a permit
4 from the Building Division of the City of Huntington Park the investigation fee
5 shall be specified as per the Section 115.

6 The payment of the investigation fee shall not exempt any person from compliance
7 with all other provisions of this Code or from any penalty prescribed by law.

8 For additional provisions applicable to grading, see Appendix J.

9 **103.7 Noncompliance Fee.** If the building official, in the course of enforcing the
10 provisions of this Code or any State law, issues an order to a person and that person
11 fails to comply with the order within 15 days following the due date for compliance
12 stated in the order, including any extensions thereof, the building official shall
13 have the authority to collect a noncompliance fee.

14 The noncompliance fee shall not be imposed unless the order states that a failure
15 to comply within 15 days after the compliance date specified in the order will result
16 in the fee being imposed. No more than one such fee shall be collected for failure
17 to comply with an order.

18 For additional provisions applicable to grading, see Appendix J.

19 **104 - ORGANIZATION AND ENFORCEMENT**

20 **104.1 Building Division.** There is hereby established a division in the City
21 Development Services Department to be known and designated as the Building
22 Division.

23 **104.2.1 General.** The building official is hereby authorized and directed to enforce
24 all the provisions of this Code, including the Electrical Code, the Plumbing Code,
25 Mechanical Code, Residential Code, Energy Code, Existing Building Code and
26 Green Building Standards, relevant laws, ordinances, rules and regulations; and to
27 make all inspections pursuant to the provisions of this Code, relevant laws,
28 ordinances, rules and regulations. For such purposes, the building official shall
have the powers of a law enforcement officer.

 The building official shall have the power to render interpretations of this Code,
relevant laws, ordinances, rules and regulations; and to adopt and enforce rules
and supplemental regulations in order to clarify the application of the provisions.
Such interpretations, rules and regulations shall be in conformance with the intent
and purpose of this Code.

 The building official shall classify every building or portion thereof into one of the
occupancies set forth in Chapter 3 of this Code according to its use or the character
of its occupancy.

1 The Building Official shall also classify every building into one of the types of
2 construction set forth in Chapter 6 of this Code.

3 **104.2.1.1** The building official is authorized to make and enforce such guidelines
4 and policies for the safeguarding of life, limb, health or property as may be
5 necessary from time to time to carry out the purpose of this Code.

6 **104.2.2 Deputies.** With the approval of the City Council, the building official may
7 appoint such number of officers, inspectors and assistants, and other employees as
8 shall be authorized from time to time. The building official may deputize such
9 employees as may be necessary to carry out the functions of the Building Division.

10 **104.2.3 Right of entry.**

11 **104.2.3.1** Whenever it is necessary to make an inspection to enforce any of the
12 provisions of or perform any duty imposed by this Code or other applicable law,
13 or whenever the Building Official or an authorized representative has reasonable
14 cause to believe that there exists in any building, structure, or grading, or upon any
15 premises any condition which makes such building, structure, or grading, or
16 premises hazardous, unsafe, or dangerous for any reason specified in this Code or
17 other similar law, the Building Official or an authorized representative hereby is
18 authorized to enter such property at any reasonable time and to inspect the same
19 and perform any duty imposed upon the Building Official by this Code or other
20 applicable law; provided that (i) if such property is occupied, then the Building
21 Official shall first present proper credentials to the occupant and request entry
22 explaining the reasons therefor; and (ii) if such property is unoccupied, then the
23 Building Official shall first make a reasonable effort to locate the owner or other
24 persons having charge or control of the property and request entry, explaining the
25 reasons therefor.

26 If such entry cannot be obtained because the owner or other person having charge
27 or control of the property cannot be found after due diligence or if entry is refused,
28 then the Building Official or an authorized representative shall have recourse to
every remedy provided by law to secure lawful entry and inspect the property.

104.2.3.2 Notwithstanding the foregoing, if the Building Official or an authorized
representative has reasonable cause to believe that the building or grading or
premises is so hazardous, unsafe, or dangerous as to require immediate inspection
to safeguard the public health or safety, the Building Official shall have the right
to immediately enter and inspect such property, and may use any reasonable means
required to effect such entry and make such inspection, whether such property is
occupied or unoccupied and whether or not permission to inspect has been
obtained. If the property be occupied, the Building Official shall first present
credentials to the occupant and demand entry, explaining the reasons therefor and
the purpose of the inspection.

104.2.3.3 "Authorized representative" shall include the officers named in section
104.2.2 and their authorized inspection personnel.

1 **104.2.3.4** No person shall fail or refuse, after proper demand has been made upon
2 such person as provided in this subsection, to promptly permit the Building
3 Official or an authorized representative to make any inspection provided for by
4 Subsection 104.2.3.2. Any person violating Section 104.2.3 shall be guilty of a
5 misdemeanor.

6 **104.2.4 Stop orders.** Whenever any building or grading work is being done
7 contrary to the provisions of this Code, or other pertinent laws or ordinances
8 implemented through the enforcement of this Code, the Building Official may
9 order the work stopped by notice in writing served on any persons engaged in the
10 doing or causing such work to be done, and any such persons shall forthwith stop
11 such work until authorized by the Building Official to proceed with the work.

12 **104.2.5 Occupancy violations.** Whenever any structure or portion thereof is
13 being used contrary to the provisions of this Code, or other pertinent laws or
14 ordinances, or whenever any structure or portion thereof which was built contrary
15 to the provisions of this Code or other pertinent laws or ordinances, is being used
16 or occupied, the Building Official may order such use discontinued and the
17 structure, or portion thereof, vacated by notice served on any person causing such
18 use to be continued. Such person shall discontinue the use within 10 days after
19 receipt of such notice to make the structure, or portion thereof, comply with the
20 requirements of this Code, provided, however, that in the event of an unsafe
21 building Section 102 shall apply.

22 **104.2.6 Liability.** The liability and indemnification of the Building Official and
23 any subordinates are governed by the provisions of Division 3.6 of Title 1 of the
24 Government Code.

25 **104.2.7 Modifications.** Whenever there are practical difficulties involved in
26 carrying out the provisions of this Code, the building official may grant
27 modifications, on a case-by-case basis, provided the building official shall first
28 find that a special individual reason makes the strict letter of this Code, relevant
laws, ordinances, rules and regulations impractical and that the modification is in
conformity with the spirit and purpose of this Code, relevant laws, ordinances,
rules and regulations, and that such modification does not lessen any fire
protection or other life safety-related requirements or any degree of structural
integrity. The details of any action granting modifications shall be recorded and
entered in the files of the City.

A written application for the granting of such modifications shall be submitted
together with a filing fee established by separate fee resolution or ordinance.

For additional provisions, applicable to grading, see Appendix J.

104.2.8 Alternate materials, design and methods of construction. The
provisions of this Code, relevant laws, ordinances, rules and regulations are not
intended to prevent the use of any material, appliances, installation, device,

1 arrangement, method, design or method of construction not specifically prescribed
2 by this Code, provided any such alternate has been approved.

3 The building official may approve on a case-by-case basis any such alternate,
4 provided that he or she finds that the proposed design is satisfactory and complies
5 with the provisions of this Code and finds that the material, method or work
6 offered is, for the purpose intended, at least the equivalent of that prescribed in this
7 Code, relevant laws, ordinances, rules and regulations in quality, strength,
effectiveness, fire resistance and other life-safety factors, durability, planning and
design, energy, material resource efficiency and conservation, environmental air
quality, performance, water and sanitation.

8 The building official shall require that sufficient evidence or proof be submitted
9 to substantiate any claims that may be made regarding its use.

10 A written application for use of an alternate material, design or method of
11 construction shall be submitted together with a filing fee established by separate
fee resolution or ordinance.

12 For additional provisions, applicable to grading, see Appendix J.

13 **104.2.9 Tests.** Whenever there is insufficient evidence of compliance with the
14 provisions of this Code or evidence that any material or any construction does not
15 conform to the requirements of this Code, or in order to substantiate claims for
16 alternate materials or methods of construction, the Building Official may require
tests as proof of compliance to be made at the expense of the owner or the owner's
agent by an approved agency.

17 Test methods shall be as specified by this Code for the material in question. If
18 there are no appropriate test methods specified in this Code, the Building Official
shall determine the test procedure.

19 Reports of such test shall be retained by the Building Official in accordance with
the City's guidelines for the retention of public records.

20 **104.2.10 Cooperation of other officials.** The Building Official may request,
21 and shall receive so far as may be necessary in the discharge of his or her duties,
the assistance and cooperation of other officials of the City.

22 **104.2.11 Demolition.** Whenever the term "demolition" or "demolish" is used
23 in this Code it shall include the removal of the resulting debris from such
24 demolition the proper abandonment of any sewer or sewage disposal system when
25 applicable, and the protection or filling of excavations exposed by such demolition
as may be required by this Code or other ordinances or laws.

26 **104.2.12 Service.** Whenever in this Code a notice is required to be served by
27 personal service or by registered or certified mail, it shall be deemed a reasonable
28 effort has been made to serve such notice when registered or certified letters have
been mailed to the address of the interested party as shown on the official record
and on the record of the County Assessor. When an address is not so listed or

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contact cannot be made at the listed address, the service shall be by posting on the structure a copy of the notice.

104.2.13 Amendments to Ordinances.

Whenever any reference is made to any other ordinance such reference shall be deemed to include all future amendments thereto.

104.2.14 Validity. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared invalid.

104.3 Definitions. In additions to the definitions specified in Chapter 2 of this Code, the following certain terms, phrases, words and their derivatives shall be construed as specified in this section. Terms, phrases and words used in the masculine gender include the feminine and the feminine the masculine.

In the event of conflicts between these definitions and definitions that appear elsewhere in this Code, these definitions shall govern and be applicable.

BOARD OF SUPERVISORS shall mean the City of Huntington Park City Council.

BUILDING CODE shall mean the Los Angeles County Code Title 26 as adopted and amended by the City of Huntington Park.

BUILDING DIVISION or BUILDING DEPARTMENT shall mean the Building Division of the City of Huntington Park.

BUILDING OFFICIAL shall mean the Building Official of the Building and Safety Division or other designated authority charged with the administration and enforcement of this Code, or his/her's duly authorized representative.

BUILDING REHABILITATION APPEALS BOARD shall mean the City of Huntington Park City Council.

CALGREEN see Green Building Standards Code definition.

COUNTY may mean City of Huntington Park or Los Angeles County depending on the context.

DEMOLITION Whenever the term *demolition* or *demolish* is used in this Code, it shall include the removal of the resulting debris from such demolition and the protection or filling of excavations exposed by such demolition as may be required by this Code, relevant laws, ordinances, rules and/or regulations.

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ELECTRICAL CODE shall mean the Los Angeles County Code Title 27 as adopted and amended by the City of Huntington Park.

ENERGY CODE shall mean California Code of Regulations Title 24, Part 6.

EXISTING BUILDING CODE shall mean the Los Angeles County Code Title 33 as adopted and amended by the City of Huntington Park.

FACTORY-BUILT STRUCTURE shall mean buildings or structures that meet all of the following criteria:

- (1) fabrication on an off-site location under the inspection of the State, for which the State inspection agency has attested to compliance with the applicable State laws and regulations by the issuance of an insignia;
- (2) the bearing of the State insignia and that have not been modified since fabrication in a manner that would void the State approval; and for which the City has been relieved by statute of the responsibility for the enforcement of laws and regulations of the State of California or the City.

FIRE CODE shall mean the California Code of Regulations Title 24, Part 9, as adopted and amended by the County of Los Angeles Fire Department.

GREEN BUILDING STANDARDS CODE shall mean California Code of Regulations Title 24, Part 11.

HEALTH CODE or LOS ANGELES COUNTY HEALTH CODE shall mean the County of Los Angeles Health Department.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT shall mean either the City of Huntington Park Public Works Department or the Los Angeles County Flood Control District.

MECHANICAL CODE shall mean the Los Angeles County Code Title 29 as adopted and amended by the City of Huntington Park.

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT shall mean a permit issued as required by the Federal Clean Water Act in order to protect receiving waters. The NPDES permit requires controls to reduce the discharge of pollutants into storm drains, channels or natural watercourses.

NONINSPECTED WORK shall mean any erection, construction, enlargement, alteration, repair, movement, improvement, removal, connection, conversion, demolition or equipping for which a permit was first obtained, pursuant to Section 107, but which has progressed beyond the point indicated in successive inspections, including but not limited to inspections set forth in Section 117, without first obtaining inspection by and approval of the building official.

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PLUMBING CODE shall mean the Los Angeles County Code Title 28 as adopted and amended by the City of Huntington Park.

RESIDENTIAL BUILDING CODE shall mean the Los Angeles County Code Title 30 as adopted and amended by the City of Huntington Park.

ROAD COMMISSIONER shall mean the City Engineer.

UNINCORPORATED PORTION OF THE COUNTY OF LOS ANGELES shall mean the City of Huntington Park.

UNPERMITTED STRUCTURE shall be defined as any structure, or portion thereof, that was erected, constructed, enlarged, altered, repaired, moved, improved, removed, connected, converted, demolished or equipped, at any point in time, without the required approval(s) and permit(s) having first been obtained from the building official.

SECTION 105 APPEALS BOARDS

105.1 Technical Interpretations Appeals Board. When a request for an alternate material has been proposed by an applicant and denied by the building official, the applicant may appeal the building official's decision to the Technical Interpretations Appeals Board no later than 60 calendar days from the date of the action being appealed.

The board shall consist of five members who are qualified by experience and training to pass upon matters pertaining to building construction. One member shall be a practicing architect, one a competent builder, one a lawyer and two shall be civil or structural engineers, each of whom shall have had at least ten years experience as an architect, builder, lawyer or structural designer. The building official shall be an ex officio member and shall act as secretary to the board. The members of the board of appeals shall be appointed by the City Council and shall hold office at its pleasure. The board shall adopt reasonable rules and regulations for conducting its investigations. The board shall establish that the approval for alternate materials and the modifications granted for individual cases are in conformity with the intent and purpose of this Code, relevant laws, ordinances, rules and regulations, and that such alternate material, modification or method of work offered is at least the equivalent of that prescribed in this Code, relevant laws, ordinances, rules and regulations in quality, strength, effectiveness, fire resistance, durability, safety and sanitation and does not lessen any fire-protection requirements or any degree of structural integrity. The board shall document all decisions and findings in writing to the building official with a duplicate copy to the applicant, and the board may recommend to the City Council such new legislation as is consistent therewith.

105.2 Accessibility Appeals Board. In order to conduct the hearings on written appeals regarding action taken by the building official concerning accessibility and to ratify certain exempting actions of the building official in enforcing the accessibility requirements of the California Code of Regulations, Title 24 (also

1 known as the California Building Standards Code), and to serve as an advisor to
2 the building official on disabled access matters, there shall be an accessibility
3 appeals board consisting of five members. Two members of the appeals board shall
4 be physically disabled persons, two members shall be persons experienced in
5 construction, and one member shall be a public member. The building official shall
6 be an ex officio member and shall act as secretary to the board. The members of
7 the accessibility appeals board shall be appointed by the City Council and shall
8 hold office at its pleasure. The board shall adopt reasonable rules and regulations
9 for conducting its actions. The board shall establish that the access matter under
10 review is in conformity with the intent and purpose of the California Code of
11 Regulations, Title 24, and this Code. The board shall document all decisions and
12 findings in writing to the building official with a duplicate copy to the applicant,
13 and the board may recommend to the City Council such new legislation as is
14 consistent therewith.

15 The appeals board may approve or disapprove interpretations and enforcement
16 actions taken by the building official. All such approvals or disapprovals for
17 privately funded construction shall be final and conclusive as to the building
18 official in the absence of fraud or prejudicial abuse of discretion.

19 **105.3 Limitations of Authority.** Neither the Technical Interpretations Appeals
20 Board nor the Accessibility Appeals Board shall have authority relative to
21 interpretation of the administrative portions of this Code, other than Section 102,
22 nor shall the board be empowered to waive requirements of this Code.

23 **105.4 Appeals Board Fees.** A filing fee established by separate fee resolution or
24 ordinance shall be paid to the building official whenever a person requests a
25 hearing or a rehearing before the appeals boards provided for in this section.
26 All requests to appeal determinations, orders or actions of the building official or
27 to seek modifications of previous orders of the appeals boards shall be presented
28 in writing.

SECTION 106 BUILDING PLAN REQUIREMENTS

29 **106.1 General.** When required by the building official to verify compliance with
30 this Code, relevant laws, ordinances, rules and regulations, plans, and when
31 deemed necessary by the building official, calculations, geological or engineering
32 reports and other required data shall be submitted for plan review. The building
33 official may require plans and calculations to be prepared by an engineer or
34 architect licensed or registered by the State to practice as such. Only after the plans
35 have been approved may the applicant apply for a building permit for such work.
36 The building official may also require such plans be reviewed by other
37 departments and/or divisions of the City to verify compliance with the laws and
38 ordinances under their jurisdiction.

When authorized by the building official, complete plans and calculations need
not be submitted for the following work when information sufficient to clearly
define the nature and scope of the work are submitted for review:

- 1 1. One-story buildings of Type V conventional wood-stud
2 construction with an area not exceeding 600 square feet;
- 3 2. Work deemed by the building official as minor, small and/or
4 unimportant work.

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6 Where applicable, submittals shall include special inspection requirements and
7 structural observation requirements as required by Chapter 17.

8 Plans, calculations, reports or documents for work regulated by this Code, relevant
9 laws, ordinances, rules and regulations shall bear the seal, signature and number
10 of a civil engineer, structural engineer, mechanical engineer, electrical engineer,
11 soils engineer or architect registered or certified to practice in the State of
12 California when required by the California Business and Professions Code. A seal
13 and number shall not be required for work authorized by the said article to be
14 performed by a person not registered or certified as an engineer or architect.
15 For buildings exceeding 160 feet (48.77 m) in height, the structural calculations
16 and each sheet of structural plans shall be prepared under the supervision of and
17 shall bear the signature or approved stamp of a person authorized by the State of
18 California to use the title structural engineer. In addition, all architectural sheets
19 shall bear the signature or approved stamp of an architect licensed by the State of
20 California.

21 All structures and devices installed for the protection of pedestrians, regardless of
22 location, are subject to the plan review requirements of this section.

23 For additional provisions applicable to grading, see Appendix J.

24 **106.2 Architect or Engineer of Record.** When it is required that documents be
25 prepared by an architect or engineer, the building official may require the owner
26 to designate on the permit application an architect or engineer who shall act as the
27 architect or engineer of record. If the circumstances require, the owner may
28 designate a substitute architect or engineer of record who shall perform all of the
duties required of the original architect or engineer of record. The building official
shall be notified in writing by the owner if the architect or engineer of record is
changed or is unable to continue to perform the duties.

The architect or engineer of record shall be responsible for reviewing and
coordinating all submittal documents prepared by others, including deferred
submittal items, for compatibility with the design of the building.

106.3 Information Required on Building Plans. Plans shall be drawn to scale
upon substantial paper or other material suitable to the building official, shall be
of sufficient clarity to indicate the nature and scope of the work proposed, and
shall show in detail that the proposed construction will conform to the provisions
of this Code and all relevant laws, ordinances, rules and regulations.

The first sheet of each set of plans shall give the street address of the proposed
work and the name, address and telephone number of the owner(s) and all persons
who were involved in the design and preparation of the plans.

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Plans shall include a plot plan showing the location of the proposed building and of every existing building on the premises. In lieu of specific details, the building official may approve references on the plans to a specific section or part of this Code, relevant laws, ordinances, rules and/or regulations. Computations, stress diagrams and other data sufficient to show the correctness of the plans shall be submitted when required by the Building Official.

When deemed necessary by the building official, the first sheet of each set of plans shall indicate the following information:

1. The building Type of Construction;
2. Whether fire sprinklers are installed in all or any portion of the building;
3. Existing building areas and areas of all additions;
4. The number of stories of the building;
5. The use of all new and existing rooms and/or areas;
6. The Occupancy Classifications of each occupancy;
7. The Code in effect on the date of plan check submittal.

The plans shall show all mitigation measures required under the National Pollution Discharge Elimination System (NPDES) permit issued to the City. For the application of NPDES permit requirements as they apply to grading plans and permits, see Appendix J of this code.

For additional provisions, applicable to grading, see Appendix J.

106.4 Drainage Review Requirement. Where proposed construction will affect site drainage, existing and proposed drainage patterns shall be shown on the plot plan.

A site inspection may be required prior to plan check of building plans for lots or parcels in areas having slopes of five horizontal to one vertical (5: 1) or steeper when the building official finds that a visual inspection of the site is necessary to establish drainage requirements for the protection of property, existing buildings or the proposed construction. The fee for such inspection shall be as set forth by ordinance or resolution. Such a preinspection shall not be required for a building pad graded under the provisions of Appendix J.

For additional provisions, applicable to grading, see Appendix J.

106.5 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the building official within a specified period.

Deferral of any submittal items shall have prior approval of the building official. The architect or engineer of record shall list the deferred submittals on the plans and shall submit the deferred submittal documents for review by the building official.

1 Submittal documents for deferred submittal items shall be submitted to the
2 architect or engineer of record who shall review them and forward them to the
3 building official with a notation indicating that the deferred submittal documents
4 have been reviewed and that they have been found to be in general conformance
5 with the design of the building. The deferred submittal items shall not be installed
6 until their design and submittal documents have been approved by the building
7 official.

8 **106.6 Standard Plans.** The building official may approve a set of plans for a
9 building or structure as a "standard plan," provided that the applicant has made
10 proper application and submitted complete sets of plans as required by this section.

11 Plans shall reflect laws and ordinances in effect at the time a permit is issued
12 except as provided in this section. Nothing in this section shall prohibit modifying
13 the permit set of plans to reflect changes in laws and ordinances that have become
14 effective since the approval of the standard plan. The standard plans shall become
15 null and void where the work required by such changes exceeds five percent of the
16 value of the building or structure.

17 Standard plans shall be valid for a period of one year from the date of approval.
18 This period may be extended by the building official when there is evidence that
19 the plans may be used again and the plans show compliance with this Code,
20 relevant laws, ordinances, rules and regulations.

21 **106.7 Expiration of Plan Check Applications.** Plan check applications for which
22 no permit is issued within one year following the date of application shall expire
23 by limitation and become null and void. Plans and calculations previously
24 submitted may thereafter be returned to the applicant or destroyed by the building
25 official.

26 When requested in writing by the applicant and prior the effective date of a more
27 current code, the Building Official within their discretion may grant extension(s)
28 not exceeding 1 year provided;

- 1- Circumstances beyond the control of the applicant have prevented action from being taken;
- 2- An extension fee is paid as determined by the Building Official, not to exceed 25 percent of the plan check fee.

Once an application and any extension thereof has expired, the applicant shall resubmit plans and calculations and pay a new application fee.

106.8 Retention of Plans. One set of approved plans, calculations and reports shall be retained by the building official. Except as required by Section 19850 of the Health and Safety Code, the building official shall retain such set of the approved plans, calculations and reports for a period of not less than 90 days from date of completion of the work covered therein.

SECTION 107 BUILDING PERMIT REQUIREMENTS

107.1 Building Permit Required. No person shall erect, construct, enlarge, alter, repair, move, improve, remove, connect, convert, demolish, or equip any building,

1 structure, or portion thereof, perform any grading, or cause the same to be done,
2 without first obtaining a separate permit for each such building, structure or
grading from the building official.

3 The issuance of a permit without first requiring a plan review shall not prevent the
4 building official from requesting plans deemed necessary to verify that the work
5 performed under said permit complies with this Code and all relevant laws,
ordinances, rules and regulations.

6 No person shall install, alter, repair, move, improve, remove, connect any
7 automatic fire-protection system regulated by this Code, or cause the same to be
8 done, without first obtaining a separate permit for each such building or structure
from the building official.

9 All structures and devices installed for the protection of pedestrians, regardless of
10 location, are subject to the permit requirements of this section.

11 For additional provisions, applicable to grading, see Appendix J.

12 **107.2 Work Exempted.** A building permit shall not be required for the following:

13 Exemption from permit requirements of this Code shall not be deemed to grant
14 authorization for any work to be done in any manner in violation of the provisions
of this Code or any other laws or ordinances.

15 Unless otherwise exempted by the City of Huntington Park Plumbing, Electrical
16 or Mechanical Codes, separate plumbing, electrical and mechanical permits will
17 be required for the below-exempted items.

18 A building permit shall not be required for the following:

- 19 1. Work not regulated by the Building Code, except where deemed necessary
20 by the building official to enforce other Federal and/or State Laws, State disabled
21 access requirements, or to enforce City ordinances or policies.
- 22 2. Painting; wallpapering; installing carpet, vinyl, tile and similar floor
23 coverings and repairing broken window glass not required by the Building Code
24 to be safety or security glazing.
- 25 3. Repairing broken window glass not required by the Building Code to be
26 safety or security glazing.
- 27 4. One-story detached accessory buildings used as tool and storage sheds,
28 playhouses, shade structures, and similar uses, provided the gross floor area does
not exceed 120 square feet, the height does not exceed 12 feet and the maximum
roof projection does not exceed 24 inches.
5. Retaining walls that retain not more than 4 feet (1219 mm) in height
measured from the bottom of the footing to the top of the wall, unless supporting
a surcharge or impounding a Class I, II, or III-A liquids.
6. Ground-mounted radio and television antenna towers that do not exceed
45 feet in height and ground-supported dish antennas not exceeding 15 feet in
height above finished grade in any position.

- 1 7. Light standards that do not exceed 30 feet in height.
- 2 8. Flagpoles not erected upon a building and not more than 15 feet high.
- 3 9. A tree house provided that:
 - 4 9.1 The tree house does not exceed 64 square feet in area or 8 feet in height from floor to roof.
 - 5 9.2 The ceiling height as established by door height or plate line does not exceed 6 feet.
- 6 10. Canopies or awnings, completely supported by the exterior wall, attached to a Group R-3 or U Occupancy and extending not more than 54 inches from the exterior wall of the building.
- 7 11. Sheds, office or storage buildings, and other structures that are less than 1,500 square feet and incidental to work authorized by a valid grading or building permit. Such structures must be removed upon expiration of the permit or completion of the work covered by the permit.
- 8 12. Decks, walks and driveways not more than 30 inches above grade and not over any basement or story below and that are not part of an accessible route.
- 9 13. Prefabricated swimming pools and other bodies of water accessory to a Group R-3 Occupancy that are fewer than 18 inches deep, do not exceed 5,000 gallons (18,927 L), and are installed entirely above adjacent grade.
- 10 14. Playground equipment.
- 11 15. Membrane structures not regulated by California Title 19, not exceeding 250 square feet in area, used exclusively for residential recreational purposes or as a cover for vehicles, and located in accordance with other City ordinances.
- 12 16. Steel tanks supported on a foundation not more than 2 feet (610 mm) above grade when the height does not exceed 1½ times the diameter.
- 13 17. Gantry cranes and similar equipment.
- 14 18. Bridges not involving buildings.
- 15 19. Motion picture, television and theater stage sets and scenery, except when used as a building.
- 16 20. Oil derricks.
- 17 21. Non fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches in height.

18 For additional provisions, applicable to grading, see Appendix J.

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21 **107.3 Application for Permit.** To obtain a permit, the applicant shall first file an application in writing on a form furnished by the City for that purpose. Each such application shall:

- 22 1. Identify and describe the work to be covered by the permit for which application is made.
- 23 2. Describe the land on which the proposed work is to be done by lot, block, tract, street address, or similar description that will readily identify and locate the proposed building or work.
- 24 3. For building plans, show the use and occupancy of all parts of the building.
- 25 4. Be accompanied by plans and calculations as required in Section 106.
- 26 5. State the valuation of the proposed work or, for grading, the volume of earth to be handled.
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6. Give such other information as reasonably may be required by the building official.

107.4 Issuance. The building official shall issue a permit to the applicant for the work described in the application and plans filed therewith when the building official is satisfied that all of the following items comply:

1. The work described conforms to the requirements of this Code, relevant laws, ordinances, rules and regulations.
2. The fees specified by resolution or ordinance have been paid.
3. The applicant has obtained a permit pursuant to Public Resources Code Section 30600 et seq., if such a permit is required.

When the building official issues the permit, the building official shall endorse in writing or stamp on both sets of plans "Reviewed for Substantial Compliance Only." Such stamped plans shall not be changed, modified or altered without authorization from the building official, and all work shall be done in accordance with the currently adopted Codes in effect at the time of permit issuance regardless of the information presented on the plans. The approval of the plans shall not be held to permit or to be an approval of any violation of any Federal, State, County or City laws or ordinances. The issuance of a permit shall not be deemed to certify that the site of the described work is safe.

One set of approved plans and reports shall be returned to the applicant to be kept on such building or work site at all times while the authorized work is in progress.

The building official may issue a permit for the construction of part of a building or structure before the entire plans and calculations for the whole building or structure have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this Code. The holder of such permit shall proceed at his or her own risk without assurance that the permit for the entire building or structure will be granted.

For additional provisions, applicable to grading, see Appendix J.

107.5 Permit Validity. The issuance or granting of a permit or approval of plans and calculations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code, relevant laws, ordinances, rules and regulations. No permit presuming to give authority to violate or cancel the provisions of this Code, relevant laws, ordinances, rules and regulations shall be valid, except insofar as the work or use which it authorizes is lawful.

The issuance of a permit based on plans and calculations shall not prevent the building official from thereafter requiring the correction of errors in said plans and calculations or from preventing building operations being carried on thereunder when in violation of this Code, relevant laws, ordinances, rules and regulations.

For additional provisions, applicable to grading, see Appendix J.

1 **107.6 Expiration of Permit.** Every permit issued by the building official under
2 the provisions of this Code shall expire automatically by limitation and become
3 null and void one year after the date of the last required building inspection
4 approval by the building official or if work authorized by such permit is not
5 commenced within one year from the issuance date of such permit. Before such
6 work can be commenced or recommenced, a new permit shall be first obtained.
7 For the purposes of this paragraph, "required building inspection" shall mean those
8 inspections listed in Section 117.4.2, and those inspections specifically identified
9 on the Job Record issued with the building permit. No partial inspection shall meet
10 the definition of "required building inspection."

11 Supplementary permits for electrical, grading, mechanical, plumbing, and reroof
12 shall not expire so long as the associated building permit remains active. No
13 electrical, grading, mechanical, plumbing or reroof inspection shall satisfy the
14 requirement to have a required building inspection as defined in this Section.

15 Where a new building permit is issued to complete work previously started under
16 an expired permit, a permit fee and or plan review fee shall be collected in an
17 amount determined by the Building Official, not to exceed 25 percent of the permit
18 fee provided;

- 19 1) Applicant request in writing prior the effective date of a more current code
- 20 2) that the duration of time from the date of expiration has not exceeded one
21 year
- 22 3) that no changes have been made or will be made in the original plans and
23 calculations for such work;

24 Applicable Plan review fees and Permit fees, in addition to issuance fees, for the
25 remaining work based on the remaining work valuation shall be collected for all
26 permits which do not meet the preceding criteria.

27 All work to be performed under the new permit must be done in accordance with
28 the Building Code in effect on the date of issuance of the new permit.

107.7 Permit Suspension or Revocation. The building official may, in writing,
suspend or revoke a permit issued under the provisions of this Code, relevant laws,
ordinances, rules and regulations whenever the permit was issued in error or on
the basis of incorrect information supplied, or in violation of any other laws,
ordinances or regulations or any of the provisions of this Code.

The building official may also, in writing, withhold inspections, suspend or revoke
a permit where work is being done in violation of this Code, where work is being
done in violation of the approved plans, where work is being concealed without
approval from the building official, or where work is not in accordance with the
direction of the building official.

For additional provisions, applicable to grading, see Appendix J.

107.8 Cancellation of Permit by Applicant. If no portion of the work or
construction covered by a permit issued by the building official under the
provisions of this Code, relevant laws, ordinances, rules and regulations has been

1 commenced, the person to whom such permit has been issued may deliver such
2 permit to the building official with a request that such permit be cancelled. Only
3 the person to whom such permit was issued may request cancellation of the permit.
4 The building official shall thereupon stamp or write on the face of such permit the
5 words, "Cancelled at the request of the applicant." Thereupon such permit shall be
6 null and void and of no effect. All fees except for issuance fees shall be returned
7 to the applicant.

8 For additional provisions applicable to grading, see Appendix J.

9 **107.9 Transfer of Permit by Applicant.**

10 **107.9.1 No Inspection Performed.** When requested in writing by the person to
11 whom the permit was issued, a permit may be transferred from the person to whom
12 the permit was issued to a new individual. Fee credit shall be given where deemed
13 appropriate by the building official and new fees shall be paid as required by
14 ordinance or resolution.

15 **107.9.2 One or More Inspection Performed.** Permits may be transferred to any
16 individual upon completion of a new application. Fee credit shall be given where
17 deemed appropriate by the building official and new fees shall be paid as required
18 by ordinance or resolution.

19 **107.9.3 Permit Duration Remains Unchanged.** Transfer of a permit shall be
20 considered a continuation of the previous permit when determining the permit's
21 duration, and shall in no way extend the duration of the preceding permit.

22 **108 RESERVED**

23 **SECTION 109 USE AND OCCUPANCY**

24 **109.1 General.** No building, structure or premises, or portion thereof, shall be used
25 or occupied, and no change in the existing occupancy classification of a building,
26 structure or premises, or portion thereof, shall be made until the building official
27 has approved the building, structure or premises or portion thereof for such use or
28 occupancy and until all permits have been approved or a temporary certificate of
completed construction has been issued.

Upon final of a building permit and at the request of the applicant, a certificate of
completed construction shall be issued by the building official for any structure
that is ready to occupy.

Approval of a building, structure or premises, or portion thereof, for use or
occupancy (including, but not limited to, final inspection approval and/or issuance
of a certificate of completed construction or issuance of a temporary certificate of
completed construction) shall not be construed as approval of a violation of the
provisions of this Code, relevant laws, ordinances, rules and/or regulations.
Approvals presuming to give authority to violate or cancel the provisions of this
Code, relevant laws, ordinances, rules and/or regulations are not valid.

1 The building official may, in writing, suspend or revoke any such approvals or
2 certificates whenever the building official determines that the approval or
3 certificate was issued in error, or on the basis of incorrect information supplied, or
4 when it is determined that the building, structure or premises, or portion thereof,
5 is in violation of any provision of this Code, relevant laws, ordinances, rules and/or
6 regulations. Any certificate of completed construction or temporary certificate of
7 completed construction so issued shall be surrendered upon request of the building
8 official.

6 **109.2 Unpermitted Structures.** No person shall own, use, occupy or maintain
7 any unpermitted structure.

8 **109.3 Change in Use.** Changes in the character or use of a building shall not be
9 made except as specified in Existing Building Code.

10 **109.4 Issuance of a Certificate of Completed Construction.** When the building,
11 structure or premises, or portion thereof, has passed final inspection, and when the
12 building, structure or premises complies with this Code, relevant laws, ordinances,
13 rules and regulations, and the required fees have been paid, the building official,
14 upon request of the applicant, shall issue a certificate of completed construction,
15 which shall contain the following:

- 13 1. The building permit number.
- 14 2. The address of the building or structure.
- 15 3. A description of that portion of the building for which the certificate is
16 issued.
- 17 4. A statement that the described portion of the building was inspected and
18 found to comply with the requirements of this Code, relevant laws, ordinances,
19 rules and regulations for the group and division of occupancy and the use for which
20 the proposed occupancy is classified.
- 21 5. The date the permit was approved.
- 22 6. Any other information deemed necessary by the building official.

19 For additional provisions, applicable to grading, see Appendix J.

21 **109.5 Issuance of a Temporary Certificate of Completed Construction.** If the
22 building official finds that no substantial hazard will result from occupancy of any
23 building or portion thereof before the same is completed, the building official may
24 issue a temporary certificate of completed construction for the use of a portion or
25 portions of a building, structure or premises, prior to the completion of the entire
26 building, structure or premises, or portion thereof.

25 Such temporary certificate of completed construction shall be valid for a period of
26 time to be specified by the building official. Upon request of the owner or
27 permittee, the building official may, in writing, extend the temporary certificate of
28 completed construction when it is determined that the circumstances so warrant.
After the expiration of a temporary certificate of completed construction and any
extension(s) thereof, the building, structure or premises, or portion thereof, shall

1 not be used or occupied until the building official has approved the building for
2 such use or occupancy.

3 **109.6 Live Load Posted.** In new construction, a durable sign that indicates the
4 "live load" shall be required in commercial or industrial buildings where the floor
5 or roof or portion thereof is or has been designed with a live load that exceeds 50
6 psf. The live load sign shall be posted on that part of each story or roof to which it
7 applies, in a conspicuous place. The live load sign shall be posted as a condition
8 precedent to the issuance of a certificate of completed construction certificate. It
9 shall be unlawful to remove or deface any such sign

10 **109.7 Continued Use of Unpermitted and/or Noncomplying Conditions.** When
11 deemed appropriate by the building official, a certificate of continued use of
12 unpermitted and/or noncomplying condition(s) may be issued. The certificate shall
13 not be issued until documentation, satisfactory to the building official, has been
14 provided indicating that 1) the unpermitted and/or noncomplying condition(s)
15 were not created by the current owner, and 2) that the current owner had no
16 knowledge that the conditions were unpermitted and/or noncomplying at the time
17 of purchase.

18 An application shall be completed that states 1) that the continued use of the
19 existing unpermitted construction and/or noncomplying conditions is permitted by
20 the City only with the owner's understanding that the City in no way assumes
21 responsibility for the method of construction or the materials used; and 2) that it is
22 further understood that this application for continued use is not to be construed as
23 being equivalent in any way to a building permit.

24 An inspection shall then be made by the building official. Where necessary,
25 permits shall be issued to correct any conditions deemed to pose a potential threat
26 to life, limb or property. Once the inspection(s) have been made; all necessary
27 permits have been obtained, inspected and approved; and all obvious potential
28 threats to life, limb or property have been corrected, the building official may
approve the application for unpermitted construction and or noncomplying
condition(s). When approved by the building official, conditions deemed not to
pose a potential threat to life, limb or property may be permitted to remain.

22 **110 - PROHIBITED USES OF BUILDING SITES**

23 **110.1 Flood Hazard.**

24 Buildings are not permitted in an area determined by the Building Official to be
25 subject to flood hazard by reason of inundation, overflow or erosion.

26 The placement of the building and other structures (including walls and fences) on
27 the building site shall be such that water or mud flow will not be a hazard to the
28 building or adjacent property. This prohibition shall not apply when provision is
made to eliminate such hazard to the satisfaction of the Building Official by
providing adequate drainage facilities by protective walls, suitable fill, raising the
floor level of the building, a combination of these methods, or by other means. The
Building Official, in the application of this Section for buildings, structures, and
grading located in whole or in part in flood hazard areas, shall enforce, as a

1 minimum, the current Federal Flood Plain Management Regulations defined in
2 Title 44, Code of Federal Regulations, Section 60.3, and may require the applicant
3 or property owner to provide the following information and/or comply with the
4 following provisions:

- 5 1. Delineation of flood hazard areas, floodway boundaries and flood zones,
6 and the design flood elevation, as appropriate;
- 7 2. The elevation of the proposed lowest floor, including basement, in flood
8 hazard areas (A Zones), and the height of the proposed lowest floor, including
9 basement, above the highest adjacent grade;
- 10 3. The elevation of the bottom of the lowest horizontal structural member in
11 coastal high hazard areas (V Zone);
- 12 4. If the design flood elevations are not included on the community's Flood
13 Insurance Rate Map (FIRM), then the applicant shall obtain and reasonably utilize
14 any design flood elevation and floodway data available from other sources, as
15 approved by the Building Official; and
- 16 5. During construction, upon placement of the lowest floor, including
17 basement, and prior to further vertical construction, the permittee shall provide to
18 the Building Official documentation, prepared and sealed by a registered design
19 professional, certifying the elevation of the lowest floor, including basement.

12 **110.2 Geotechnical Hazards.**

13 **110.2.1** No building or grading permit shall be issued under the provisions of this
14 section when the Building Official finds that property outside the site of the
15 proposed work could be damaged by activation or acceleration of a geotechnically
16 hazardous condition and such activation or acceleration could be attributed to the
17 proposed work on, or change in use of, the site for which the permit is requested.
18 For the purpose of this section, a geotechnically hazardous condition does not
19 include surface displacement due to earthquake faults.

20 **110.2.2** Except as provided in Section 110.2.3, work requiring a building or
21 grading permit by this Code is not permitted in an area determined by the Building
22 Official to be subject to hazard from landslide, settlement, or slippage. For the
23 purpose of this Section, landslide, settlement, or slippage does not include surface
24 displacement due to the earthquake faults.

25 **110.2.3** Subject to the conditions of Subsection 110.2.1, permits may be issued in
26 the following cases.

27 **110.2.3.1** When the applicant has submitted an engineering geology and/or soils
28 engineering report or reports complying with the provisions of Section 111 such
that said reports show to the satisfaction of the Building Official that the hazard
will be eliminated prior to the use or occupancy of the land or structures.

110.2.3.2 When the applicant has submitted an engineering geology and/or soils
engineering report or reports that comply with the provisions of Section 111, and
that demonstrate, to the satisfaction of the Building Official, that the site is safe
for the intended use.

110.2.3.3 When the proposed work involves the alteration or minor repair of
existing structures and the cost of such alteration or repair does not exceed 25
percent of the current valuation of the existing structure, such value to be based on
assumed continuation of the established legal use. Before a permit may be issued
pursuant to this section, the owner shall do all of the following:

1 1. If required by the Building Official, submit an engineering geology and/or
2 soils engineering report or reports that contain(s), at a minimum, a qualitative
3 and/or conditional finding that the proposed work complies with the provisions of
4 Section 110.2.1 of this Code.

5 2. Record in the office of the Department of Registrar-Recorder, a statement
6 that the owner is aware that the records of the Building Official indicate that the
7 property is potentially subject to hazard from landslide, settlement, or slippage.

8 3. Record in the office of the Department of Registrar-Recorder, an
9 agreement relieving the City and all officers and employees thereof of any liability
10 for any damage or loss which may result from issuance of such a permit. This
11 agreement shall provide that it is binding on all successors in interest of the owner
12 and shall continue in effect until the Building Official records in the office of the
13 Department of Registrar-Recorder a statement that the Building Official has
14 determined that such hazard from landslide, settlement or slippage no longer
15 exists. The repair work shall consist of restoring the original construction. The
16 Building Official may require that provisions be made in anticipation of future
17 settlement. For the purposes of this Section 110.2.3.3, "alteration" does not include
18 an addition or additions.

19 **110.2.3.4** When the proposed work involves an addition or additions to an existing
20 structure but is not a change in use or occupancy and such work does not increase
21 the gross floor area of the structure by more than 25 percent of the area of the
22 structure as it existed on July 6, 1968, and the Building Official determines that
23 the proposed work will not impact a historically active landslide. Before a permit
24 may be issued pursuant to this Section, the owner shall do all of the following:

25 1. Submit an engineering geology and/or soils engineering report or reports
26 that contain(s), at a minimum, a qualitative and/or a conditional finding that the
27 proposed work complies with the provisions of Section 110.2.1.

28 2. Record in the office of the Department of Registrar-Recorder the finding
of such report or reports.

3. Record in the office of the Department of Registrar-Recorder an agreement
relieving the City and all officers and employees thereof of any liability for any
damage or loss which may result from the issuance of such a permit. This
agreement shall provide that it is binding on all successors in interest of the owner
and shall continue in effect until the Building Official records in the office of the
Department of Registrar-Recorder a statement that the Building Official has
determined that a hazard from landslide, settlement, or slippage no longer exists.

110.2.3.5 When the proposed work involves the repair of a single-family residence
or accessory structures where the cost of such repair exceeds 25 percent of the
current valuation of the existing building.

The scope of the repair work shall be subject to the approval of the Building
Official. Before a permit may be issued pursuant to this Section, the owner shall
do all of the following:

1. Submit an engineering geology and/or soils engineering report or reports
that contain(s), at a minimum, a qualitative and/or conditional finding that the
proposed work complies with the provisions of Section 110.2.1 of this Code.

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2. Record in the office of the Department of Registrar-Recorder a statement by the owner acknowledging that the records of the Building Official indicate that the property is potentially subject to hazard from landslide, settlement, or slippage.

3. Record in the office of the Department of Registrar-Recorder an agreement relieving the County and all officers and employees thereof of any liability for any damage or loss which may result from issuance of such a permit. This agreement shall provide that it is binding on all successors in interest of the owner and shall continue in effect until the Building Official records in the office of the Department of Registrar-Recorder a statement that the Building Official has determined that such hazard from landslide, settlement, or slippage no longer exists.

110.2.3.6 When the proposed work involves the replacement of structures destroyed by causes other than landslide, settlement, or slippage, and the permit applicant was the owner of the property at the time of the loss, their immediate heir(s), or their authorized representative, and the application for a permit under this Section is filed no later than ten (10) years following the date of the loss.

The replacement structure(s) shall not exceed the area, number of stories, load, or number of fixtures and bedrooms of the structure that was destroyed. No change in occupancy type shall be permitted. Before a permit may be issued pursuant to this Section, the owner shall do all of the following:

1. Demonstrate, to the satisfaction of the Building Official, that the replacement structure and/or the associated private sewage disposal system (if any) and/or the replacement landscaping (if any) will not result in a greater amount of groundwater infiltration than occurred under the original condition.

2. Submit an engineering geology and/or soils engineering report or reports that contain, at a minimum, a qualitative and/or conditional finding that the proposed work complies with the provisions of Section 110.2.1 of this Code and that contain recommendations for enhancing the stability of the site.

3. Record in the office of the Department of Registrar-Recorder a statement by the owner acknowledging that the owner is aware that the records of the Building Official indicate that the property is potentially subject to a hazard from landslide, settlement, or slippage.

4. Record in the office of the Department of Registrar-Recorder an agreement relieving the City and all officers and employees thereof of any liability for any damage or loss which may result from issuance of such a permit. This agreement shall provide that it is binding on all successors in interest of the owner and shall continue in effect until the Building Official records in the office of the Department of Registrar-Recorder a statement that the Building Official has determined that such hazard from landslide, settlement, or slippage no longer exists.

110.2.3.7 When the proposed work involves a one-story, detached, light-frame accessory structure not intended or used for human occupancy and not exceeding 400 square feet in gross floor area nor 12 feet in height. Before a permit may be issued pursuant to this Section, the owner shall do all of the following:

1. When required by the Building Official, submit an engineering geology and/or soils engineering report or reports that contain, at a minimum, a qualitative

1 and/or conditional finding that the proposed work complies with the provisions of
2 Section 110.2.1.

3 2. Record in the office of the Department of Registrar-Recorder a statement
4 by the owner acknowledging that the owner is aware that the records of the
5 Building Official indicate that the property is potentially subject to hazard from
6 landslide, settlement, or slippage.

7 3. Record in the office of the Department of Registrar-Recorder an agreement
8 relieving the City and all officers and employees thereof of any liability for any
9 damage or loss which may result from issuance of such a permit. This agreement
10 shall provide that it is binding on all successors in interest of the owner and shall
11 continue in effect until the Building Official records in the office of the
12 Department of Registrar-Recorder a statement that the Building Official has
13 determined that such hazard from landslide, settlement, or slippage no longer
14 exists.

15 **110.2.3.8** When the Building Official determines that the hazard from landslide,
16 settlement, or slippage is based solely on the fact that the area has been identified
17 as a potentially liquefiable area in a seismic hazard zone (pursuant to Public
18 Resources Code section 2690 et seq.) and a foundation investigation is performed
19 in connection with the work in accordance with Section 1803 of this Code.

20 **110.2.3.9** Notwithstanding any other provisions of this Section, the Building
21 Official may, at his or her discretion, deny a permit for any building, structure, or
22 grading subject to hazard from landslide, settlement, or slippage, which cannot be
23 mitigated and may endanger the health or safety of the occupants, adjoining
24 property, or the public.

25 **110.2.3.10** When the proposed work involves the repair and restoration of a slope.
26 Before a permit may be issued pursuant to this Section, the owner shall submit an
27 engineering geology and/or soils engineering report or reports that contain(s) the
28 following:

1. A description and analysis of the existing conditions, including the cause or causes of the failed slope.
2. Recommendations for the repair of the failed slope.
3. A qualitative and/or conditional finding that the proposed work complies with the provisions of Section 110.2.1 of this Code.
4. An analysis demonstrating that future failures originating from the repaired portion of the slope will not impact previously permitted structures.
5. An analysis demonstrating that the proposed work will improve existing slope stability.

25 **111 - ENGINEERING GEOLOGY AND SOILS ENGINEERING REPORTS**

26 The Building Official may require an engineering geology or soils engineering
27 report, or both, where in the Building Official's opinion, such reports are essential
28 for the evaluation of the safety of the site. The engineering geology or soils
engineering report or both shall contain a finding regarding the safety of the site
of the proposed work against hazard from landslide, settlement or slippage and a

1 finding regarding the effect that the proposed work will have on the geotechnical
2 stability of the area outside of the proposed work. Any engineering geology report
3 shall be prepared by a certified engineering geologist licensed in the State of
4 California. Any soils engineering report shall be prepared by a civil engineer
5 licensed in the State of California, experienced in the field of soil mechanics, or a
6 geotechnical engineer licensed in the State of California. When both an
7 engineering geology and soils engineering report are required for the evaluation
8 of the safety of a building site, the two reports shall be coordinated before
9 submission to the Building Official.

10 **112 - EARTHQUAKE FAULT MAPS**

11 Earthquake fault zone maps within the City prepared under Sections 2622 and
12 2623 of the California Resources Code which show traces of earthquake faults are
13 hereby declared to be, on the date of official issue, a part of this Code, and may be
14 referred to elsewhere in this Code. Earthquake fault zone maps revised under the
15 above sections of the California Resources Code shall, on the date of their official
16 issue, supersede previously issued maps which they replace.

17 **SECTION 113 - EARTHQUAKE FAULTS**

18 **113.1 General.** The construction of a building or structure near a known active
19 earthquake fault and regulated by this Code shall be permitted as set forth in this
20 Section.

21 **113.2 Scope.** The provisions of this Section shall apply only to permits for
22 buildings or structures on individual lots or parcels and are not intended to be
23 supplementary to geologic investigations required to qualify divisions of land as
24 set forth in Title 10 (Subdivisions) the City of Huntington Park Municipal Code.

25 **113.3 Definition.** For the purpose of this Section, a geologist shall be a
26 professional geologist, licensed by the California State Board for Geologists and
27 Geophysicists to practice geology in California.

28 **113.4 Known Active Earthquake Faults.** For the purpose of this Section,
known active earthquake faults are those faults which have had displacement
within Holocene time (approximately the last 11,000 years) as defined in the most
current issue of Special Publication 42 of the California Geological Survey.

113.5 Construction Limitations. No building or structure shall be constructed
over or upon the trace of a known active earthquake fault which is shown on maps
maintained by the Building Official. These maps include, but are not limited to,
earthquake fault zone maps prepared under Sections 2622 and 2623 of the
California Public Resources Code.

The absence of a known active earthquake fault trace at the proposed building
location shall be determined by a professional geologist licensed in the State of
California in the following cases:

1. When the proposed building is within (50) feet (15.24 m) of that line
designated by the Building Official as the assumed location of a known
active earthquake fault on the aforementioned maps.
2. When the proposed building is within 50 feet (15.24 m) of the most
probable ground location of the trace of a known active earthquake fault
shown on the aforementioned maps.

In these cases, the Building Official may require the excavation of a trench, for the
purpose of determining the existence of an active earthquake fault. Such a trench

1 will be required if a lack of distinguishable fault features in the vicinity prevents
2 the Building Official from determining by a site examination, review of available
3 aerial photographs, or by other means that the fault trace does not underlie the
4 proposed building. The trench shall be approximately perpendicular to the most
probable direction of the fault trace, at least 1-1/2 feet (0.15 m) wide, and at least
five feet in depth measured from natural grade, or to a depth satisfactory to the
Building Official.

5 The trench must be accessible for mapping and inspection by the Building Official,
6 when requested, and meet the requirements of Title 8 of the California Code of
7 Regulations, Construction Safety Orders. The trench need not extend further than
8 the full width of the proposed structure plus 5 feet (1.52 m) beyond the traversed
exterior walls. A known active earthquake fault shall be presumed nonexistent if
an exposure is not found by the professional geologist in the walls or floor of the
trench.

9 The Building Official may require a more extensive investigation by a professional
10 geologist as evidence to the absence of a known active earthquake fault prior to
11 the issuance of a permit for Groups A, E, I, H and R, Division 1 Occupancies and
B, F, M and S Occupancies over one story in height.

12 The results of the investigation, conclusions and recommendations shall be
13 presented in a geology report prepared by a professional geologist as defined by
Section 113.3. The report shall comply with the guidelines presented in Note 49
prepared by the California Department of Conservation, Geological Survey.

14 **EXCEPTION:** The provisions of this Section do not apply to:

- 15 1. One-story, detached light-frame buildings not intended or used for human
occupancy and not exceeding 1,000 square feet (92.9 m²) in gross floor
area or 12 feet (3.66 m) in building height.
- 16 2. Alterations or repairs to an existing building provided that the aggregate
17 value of such work within any 12-month period does not exceed 50 percent
18 of the current market value of the existing building. For the purposes of
this Section 113.5, "alteration" does not include an addition or additions.
- 19 3. Swimming pools, retaining walls, fences and minor work of a similar
nature.

20 **SECTION 114 FACTORY-BUILT HOUSING**

21 **114.1.** Plans shall be submitted for plan review for all field-built portions of
22 factory-built structures that clearly describe all work to be done at the site,
including connection and/or anchorage of the factory-built structure to the field-
23 built foundation and connection of utilities. Plans shall indicate compliance with
this Code, relevant laws, ordinances, rules and regulations for all work that is to
be done at the site.

24 **SECTION 115 FEES**

25 **115.1** Plan review fees shall be as adopted by a separate resolution and/or
26 ordinance.

27 Plan checking fees shall be paid at the time of plan review submittal. In addition
28 to the aforementioned fees, the building official may require additional charges for
review required by changes, additions or revisions of approved plans or reports,

1 and for services beyond the first and second check due to changes, omissions or
2 errors the part of the applicant.

3 **115.2** Permit fees shall be as adopted by separate resolution and/or ordinance.
4 Permit fees shall be paid at the time of permit issuance.

5 **115.3** The determination of value or valuation under any of the provisions of this
6 code shall be made by the building official. The valuation to be used in computing
7 the permit and plan check fees shall be the total value of all construction work for
8 which the permit is issued, as well as all finish work, painting, roofing, electrical,
9 plumbing, heating, air conditioning, elevators, fire protection systems and any
10 other permanent work or permanent equipment.

11 **116 REFUNDS**

12 **116.1 Permit Refunds.** In the event that any person shall have obtained a permit
13 and no portion of the work or construction covered by such permit shall have been
14 commenced, and such permit shall have been cancelled as provided for in Section
15 107.8, the permittee may submit a written request to the building official
16 requesting a refund of permit fees. Permit fees in an amount equal to 80 percent
17 may be refunded to the permit applicant, but permit issuance fees shall not. The
18 building official shall satisfy himself or herself as to the right of such applicant to
19 such refund, and each such refund shall be paid to the permit applicant, provided
20 the request has been submitted within one year from the date of cancellation or
21 expiration of the permit.

22 **116.2 Plan Check Refunds.** No portion of the plan checking fee shall be refunded,
23 unless no review has been performed, in which case 80 percent of the plan
24 checking fee shall be refunded. The building official shall satisfy himself or herself
25 as to the right of such applicant to such refund, and each such refund shall be paid
26 to the plan check applicant, provided the request has been submitted within one
27 year from the date of cancellation or expiration of the permit.

28 **SECTION 117 INSPECTIONS.**

117.1 General. All construction or work for which a permit is required shall be
subject to inspection by the building official, and all such construction or work
shall remain accessible and exposed for inspection purposes until approved by the
building official.

In addition to the inspections required to be made by the building official, certain
types of construction shall have continuous inspection as specified in Chapter 17.
Special inspections made in accordance with Chapter 17 shall not relieve the
permit applicant of the responsibility to have the work inspected and approved by
the building official.

Approval as a result of an inspection shall not be construed to be an approval of a
violation of any provision of this Code, relevant laws, ordinances, rules or
regulations. Inspections presuming to give authority to violate or cancel the

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provisions of this Code, relevant laws, ordinances, rules and regulations shall not be valid.

It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

It shall be the duty of the permit applicant to provide access for the inspector to the area of work. Access may include, but shall not be limited to, ladders, scaffolding, catwalks and lifts. It shall be the duty of the permit applicant to maintain a safe access path for the inspector to the area of work. Safety precautions may include, but shall not be limited to, handrails, guardrails and safety harnesses. All components of the access path shall be securely anchored in place. The building inspector shall have the right to refuse to make any inspection in an area that does not have an access path deemed safe for use by said building inspector. It shall be the duty of the permit applicant to make any necessary improvements to the access path to allow inspection by the building inspector.

It shall be the duty of the permit applicant to protect all existing construction from damage caused during inspection. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material damaged during the course of inspection.

For additional provisions, applicable to grading, see Appendix J.

117.2 Inspection Requests. It shall be the duty of the permit holder to notify the building official that work authorized by a permit is ready for inspection. The building official may require that every request for inspection be filed at least one working day before such inspection is desired. Such request may be in writing or by telephone at the option of the building official.

It shall be the duty of the person requesting any inspection required by this Code, relevant laws, ordinances, rules and regulations to provide access to and means for inspection of such work.

For additional provisions, applicable to grading, see Appendix J.

117.3 Inspection Record Card. When deemed necessary by the building official, work requiring a permit shall not be commenced until the applicant has posted or otherwise made available an inspection record card so as to allow the building official to conveniently make the required entries thereon regarding inspection of the work. This card shall continue to be posted or otherwise made available by the permit holder until final approval of the permit has been granted by the building official.

For additional provisions, applicable to grading, see Appendix J.

1 **117.4 Work Ready For Inspection.**

2 **117.4.1 General.** Upon notification from the applicant that the work for which
3 there is a valid permit is ready for inspection, the building official shall be allowed
4 to make all applicable inspections specified in this Code, on the inspection record
5 card and any additional inspections required by the building official.

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7 No work shall be approved by the building official that was not completely
8 verified. Partial or spot inspections shall not be performed by the building official,
9 nor shall partial or spot inspection be used as a justification for approving any
10 required inspection.

11 Inspection by a special inspector shall not be made in-lieu of any inspections
12 required to be made by the building official.

13 For additional provisions, applicable to grading, see Appendix J.

14 **117.4.2 Minimum Inspection Requirements.** The following inspections shall not
15 be requested until the associated requirements have been satisfied.

- 16 1. Foundation inspection: Shall not be requested until all trenches are
17 excavated and forms erected, any required reinforcing steel is in place, and
18 when all materials for the foundation are delivered to the job. All holdown
19 hardware shall be securely installed in place. Where concrete from a
20 central mixing plant (commonly termed "transit mixed") is to be used,
21 materials need not be on the job.

22 Where any fill more than 8 inches in depth is placed, and/or where required by
23 the building official or the soils engineer, compaction tests shall be
24 submitted to the building official prior to requesting inspection.

25 Where required by the soils engineer, foundation trenching shall be reviewed
26 and approved by the soils engineer prior to requesting inspection.

- 27 2. Concrete slab or under-floor inspection: Shall not be requested until all in-
28 slab or under-floor building service equipment, conduit, piping accessories
and other ancillary equipment items are in place, but before any concrete
is poured and/or floor sheathing installed, including the subfloor.
3. Floor sheathing inspection: Floor sheathing inspection shall not be
requested until all sheathing is in place; all diaphragm nailing is complete;
and all diaphragm ties, chords and/or drag struts have been installed. No
walls shall be erected above the floor sheathing.
4. Roof sheathing inspection: Roof sheathing inspection shall not be
requested until all sheathing is in place; all diaphragm nailing is complete;
and all diaphragm ties, chords and/or drag struts have been installed. No
portion of the roof sheathing shall be covered by crickets or similar
construction.
5. Frame inspection: Shall not be requested until after the roof, all framing,
fire blocking and bracing are in place and all pipes, chimneys, vents and
all rough electrical, plumbing and mechanical work are complete. Roof
coverings shall not be installed.

- 1 6. Lath inspection and/or wallboard: Shall not be requested until after all
2 lathing and/or wallboard, interior and exterior, is in place, but before any
3 plastering is applied or before wallboard joints and fasteners are taped and
4 finished.
- 5 7. Final inspection: Shall not be requested until after finish grading and the
6 building is completed and is ready for occupancy.
- 7 8. Other Inspections: In addition to the inspections specified above, the
8 building official shall be allowed to make all applicable inspections
9 specified on the Inspection Record card. The building official may also
10 make or require any other inspections of any construction work to ascertain
11 compliance with the provisions of this Code, relevant laws, ordinances,
12 rules and regulations that are enforced by the building official.

13 For additional provisions, applicable to grading, see Appendix J.

14 **117.4.3 Reinspections.** An inspection fee may be assessed for reinspection, as
15 determined by the Building Official, for any of the following reasons:

- 16 1. The portion of work for which inspection is requested is not complete;
- 17 2. Corrections given are not completed;
- 18 3. There is inadequate work site access preventing inspection;
- 19 4. The inspection record card is not posted or otherwise available on the work
20 site;
- 21 5. The approved plans are not available for the inspector;
- 22 6. Work has deviated from the approved plans and has not been approved by
23 the Building Official.

24 This Section is not to be interpreted as requiring additional inspection fees the first
25 time a job is rejected for failure to comply with the requirements of this Code.

26 To obtain re-inspection, the applicant shall pay the re-inspection fee in advance,
27 as determined per the fee resolution.

28 **117.5 Provisions for Special Inspection.**

29 **117.5.1 When Required.** In addition to the inspections required elsewhere in this
30 section, the owner shall employ one or more special inspectors who shall provide
31 inspections during construction on the types of work listed under Chapter 17 The
32 special inspector may be employed either directly or through the architect or
33 engineering firm in charge of the design of the structure, or through an independent
34 inspection test firm approved by the building official.

35 **Exception:** The building official may waive the requirement for the employment
36 of a special inspector if the construction is of a minor nature.

37 **117.5.2 Identification of Work.** When special inspection is required by Section
38 117.5.1, the architect or engineer of record shall identify on the plans all work that
39 is required to have special inspection.

1 Where the special inspection method(s) to be employed are not specified
2 elsewhere in this Code, relevant laws, ordinances, rules and/or regulations, the
3 architect or engineer of record shall prepare an inspection program that shall be
4 submitted to and approved by the building official prior to building permit
5 issuance.

6 The special inspector(s) may be employed by the owner, the engineer or architect
7 of record, or an agent of the owner, but shall not be employed by the contractor,
8 the contractor's employees, representatives or agents of the contractor, or any other
9 person performing the work.

10 The architect or engineer of record shall identify, on forms provided by the City,
11 the individual(s) and/or firm(s) who are to perform any required special inspection,
12 and where an inspection program is required by this section, shall specify the
13 special inspection duties of the special inspector(s).

14 **117.5.3 Qualifications, Requirements and Duties of the Special Inspector.** The
15 special inspector shall be approved by the building official prior to performing any
16 inspection duties. The special inspector shall complete an application form
17 provided by the City and shall submit documentation satisfactory to the building
18 official that the special inspector is qualified to make the special inspection(s) for
19 which application is made. The building official shall have the right to administer
20 a written or verbal examination as deemed appropriate by the building official to
21 verify that the special inspector is qualified to perform the inspection duties for
22 which application is made. A special inspector who fails to pass the examination
23 administered by the building official shall be required to wait a minimum of seven
24 (7) days before submitting a new application to provide special inspection within
25 the City.

26 The building official shall not be required to accept any documentation provided
27 by a special inspector who was not approved by the building official prior to
28 performing inspection duties. Neither the building official nor the jurisdiction shall
be liable for expense entailed in the removal or replacement of any material(s) or
work installed, constructed or placed under the review of a special inspector who
was not approved by the building official.

Failure to be approved by the building official prior to performing any special
inspection duties may be considered by the building official as a failure to perform
properly and shall allow the building official to refuse to allow the special
inspector to perform inspection within the City.

The special inspector shall observe the work assigned for conformance with the
approved design drawings.

The special inspector shall furnish inspection reports to the building official. All
observed discrepancies shall be brought to the immediate attention of the
contractor for correction, then if uncorrected, to the proper design authority and to
the building official.

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The special inspector shall submit a final signed report stating that the work requiring special inspection was, to the best of the inspector's knowledge, in conformance with the approved plans and the applicable workmanship provisions of this Code.

The building official shall have the right to reject any work performed under the review of a special inspector where the work performed fails to meet the minimum requirements of this Code, relevant laws, ordinances, rules and regulations. Regardless of the information communicated between the permit applicant and the special inspector, all work shall comply with the approved plans and this Code, relevant laws, ordinances, rules and regulations.

Upon evidence, satisfactory to the building official, of the failure of a special inspector to perform properly and effectively the duties of said office, the building official may revoke, suspend or refuse to allow the special inspector to perform inspection on sites within the City. Prior to such action, the holder shall be given an opportunity to appear before the building official and be heard.

117.6 Provisions for Structural Observation. When structural observation is required in accordance with the requirements of Chapter 17, the engineer or architect of record shall indicate on the plans what work is required to be observed by the engineer or architect responsible for the structural design, or the engineer or architect responsible for the structural design shall prepare an inspection program and shall name the individuals or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur. The inspection program shall include samples of inspection reports and provide time limits for the submission of observation reports. The program shall be submitted to and approved by the building official prior to building permit issuance.

When required by the engineer or architect responsible for the structural design or the building official, the owner shall employ the engineer or architect responsible for the structural design, or another engineer or architect designated by the engineer or architect responsible for the structural design, to perform structural observation as defined in Section 202.

When deemed appropriate by the engineer or architect responsible for the structural design, the owner or owner's representative shall coordinate and call a preconstruction meeting between the engineer or architect responsible for the structural design, the structural observer, the contractor, the affected subcontractors and the special inspector(s). The structural observer shall preside over the meeting. The purpose of the meeting shall be to identify the major structural elements and connections that affect the vertical and lateral load systems of the structure and to review scheduling of the required observations. A record of the meeting shall be submitted to the building official.

1 All observed discrepancies shall be brought to the immediate attention of the
2 engineer or architect responsible for the structural design and the contractor for
3 correction; then if unresolved, to the building official. The structural observer shall
4 submit to the building official a written statement at each significant construction
5 stage stating that the required site visits have been made and identifying any
6 reported deficiencies which, to the best of the structural observer's knowledge,
7 have not been resolved.

8
9 The structural observer shall submit a final signed report stating that the work
10 requiring structural observation was, to the best of the observer's knowledge, in
11 conformance with the approved plans and the applicable workmanship provisions
12 of this Code.

13
14 **117.7 Required Approvals.** No work shall be done on any part of the building
15 structure or premises beyond the point indicated in each successive inspection
16 without first obtaining the written approval of the building official. The building
17 official, upon notification, shall make the requested inspections and shall either
18 indicate in writing that the work appears to comply as completed, or shall notify
19 the applicant in writing which portion of the work fails to comply with this Code,
20 relevant laws, ordinances, rules and/or regulations. Any work that does not comply
21 shall be corrected and such work shall not be covered or concealed until authorized
22 by the building official.

23
24 There shall be a final inspection and approval of all work when completed and
25 ready for occupancy.

26 For additional provisions applicable to grading, see Appendix J.

27
28 **117.8 Site Requirements.** A survey of the lot may be required by the building
official to verify compliance of the structure with the approved plans.

117.9 Noninspected Work. No person shall own, use, occupy or maintain any
structure on which noninspected work has been performed.

117.10 Utility Release. When deemed appropriate by the building official, gas and
electric utilities may be released. Release of either utility may be done prior to
building final for testing and inspection purposes. The building official shall retain
the right to revoke the release of either utility for just cause, and may have either
utility disconnected at the earliest availability of the utility purveyor.

Attempting to occupy prior to issuance of a certificate of completed construction,
whether temporary or final, may be considered as just cause by the building
official, and may result in disconnection of the utilities.

117.11 Authority to Disconnect Electric Utility. The building official is hereby
empowered to disconnect or to order in writing the discontinuance of electric
utility service to buildings, structures or premises, or portions thereof, or wiring,

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devices or materials installed without permit or found to be a hazard to life, health and/or property.

The building official shall have the power to disconnect or to order in writing the discontinuance of electric utility service as a means of preventing, restraining, correcting or abating any violation of this Code, relevant laws, ordinances, rules or regulations.

The electrical service shall remain disconnected or electrical utility service shall remain discontinued until the Code violation has been abated to the satisfaction of the building official, or until the installation of such wiring, devices or materials have been made safe as directed by the building official; or until a permit has been issued and the work has been inspected and approved by the building official.

117.12 Authority to Disconnect Gas Utility. The building official is hereby empowered to disconnect or to order in writing the discontinuance of gas utility service to buildings, structures, premises, appliances, devices or materials installed without permit or found to be a hazard to life, health and/or property.

The building official shall have the power to disconnect or to order in writing the discontinuance of gas utility service as a means of preventing, restraining, correcting or abating any violation of this Code, relevant laws, ordinances, rules or regulations

The gas service shall remain disconnected or gas utility service shall remain discontinued until the Code violation has been abated to the satisfaction of the building official, or until the installation of such appliances, devices or materials has been made safe as directed by the building official; or until a permit has been issued and the work has been inspected and approved by the building official.

8-1.02 ADOPTION OF LOS ANGELES COUNTY CODE, TITLE 26, BUILDING CODE

Chapters 2 through 35, 66, 67, 96, 98, 99 and Appendices I and J of Title 26, Los Angeles County Building Code, as amended and in effect on or before January 1, 2017, adopting the 2016 California Building Code, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein, and made a part of the Huntington Park Municipal Code with the same force and effect as though set out herein in full, including all of the regulations, revisions, conditions and terms contained therein except that those certain sections thereof which are necessary to meet local conditions, as hereinafter set forth in 8-1.03 of this code, are hereby repealed, added or amended to read as set forth therein.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said Title 26 of the Los Angeles County Code together with any and all amendments thereto proposed by the City of Huntington Park, has been and is now filed

1 in the office of the Building and Safety Division, shall be remain on file with the Building
2 Official, shall collectively be known as the *City of Huntington Park Building Code* and
3 may be cited as Title 8 Chapter 1 of the Huntington Park Municipal Code.

4 **8-1.03 BUILDING CODE MODIFIED**

5 Chapters 33, and Appendix J of Title 26 of the Los Angeles County Code (the 2016 Los
6 Angeles County Building Code), adopted by reference as the Building Code of the City
7 of Huntington Park, are hereby amended, deleted or added as follows:

8 a. A new Section 3301.3 is added to read:

9 **3301.3 On-Site Fencing During Construction.**

10 **3301.3.1 General.** A fence shall be provided any time grading, demolition, or
11 construction work requiring a grading or building permit is performed. The fence
12 shall totally enclose the perimeter of all property. Locking gates may be provided
13 at any location.

14 Exceptions:

15 1) When approved by the building official, a fence need not enclose
16 residential property when at least one dwelling is continuously occupied. Approval
17 not to fence the property may be revoked in writing by the building official if the
18 property is found to be unoccupied for any length of time. For the purposes of this
19 exception, continuously occupied is not intended to imply that the occupants must
20 be continuously present.

21 2) When approved by the building official, the fence may enclose areas other
22 than the perimeter of the property.

23 **3301.3.2 Fence Construction.** The fence shall be 6 feet in height measured from
24 adjacent grade on the exterior side of the fence, and constructed from chain link,
25 lumber, masonry or other approved materials. The fence shall be self-supporting
26 and shall not incorporate structures or fencing on adjacent property without written
27 approval of the adjacent property owner.

28 **3301.3.3 Duration of Fencing.** The fence shall be erected prior to the start of any
grading, demolition, or construction work and shall remain in place until the work
for which a grading or building permit is required has been completed.

Exceptions:

1) All or portions of the fence may be removed daily during construction so
long as the property is continuously occupied, and all portions of the removed
fence are replaced prior to the property being unoccupied.

2) When approved by the building official, the fence may be removed prior
to completion of the grading, demolition, or construction work, if the property is
determined by the building official to no longer provide an unsafe or hazardous
condition.

1 **3301.3.4 Failure to Comply.** If the property is found unfenced and the building
2 official determines that an unsafe or hazardous condition exists, the City may take
3 action to correct the noncomplying condition by providing the required fence. The
4 building official may then issue a notice to stop work until all fees incurred by the
5 City to properly fence the property have been recovered. If such fees have not been
6 recovered by the City within 30 days, the City may take action to recover the costs
7 in accordance with the requirements of this Code.

8
9 b. Section J103.5 is amended in its entirety to read:

10 **J 103.5 Grading Fees.** Fees shall be assessed in accordance with the provisions
11 of this section. The amount of the fees shall be as specified in Section 115 of this
12 code.

13 **J 103.5.1 Plan Review Fees.** When a plan or other data are required to be
14 submitted, a plan review fee shall be paid at the time of submitting plans and
15 specifications for review. Separate plan review fees shall apply to retaining walls
16 or major drainage structures as required elsewhere in this code. For excavation and
17 fill on the same site, the fee shall be based on the total volume of excavation and
18 fill.

19 **J 103.5.2 Permit Fees.** A fee for each grading permit shall be paid to the Building
20 Official at the time of issuance of the permit. Separate permits and fees shall apply
21 to retaining walls or major drainage structures as required elsewhere in this code.

22 c. Section J 103.6 is amended in its entirety to read:

23 **J 103.6 Compliance with Zoning Code.** The building official may refuse to issue
24 a grading permit for work on a site if either the proposed grading or the proposed
25 land use for the site shown on the grading plan application does not comply with
26 the provisions of "Planning and Zoning" of the City of Huntington Park Municipal
27 Code.

28 d. Section J105.12 is amended in its entirety to read:

J105.12 Completion of work. Upon completion of the rough grading work and at
the final completion of the work, the following reports and drawings and
supplements thereto are required for engineered grading or when professional
inspection is otherwise required by the Building Official:

1. A certification by the Field Engineer that to the best of his or her
knowledge, the work within the Field Engineer's area of responsibility was done
in accordance with the final approved grading plan.

2. A report prepared by the Soils Engineer retained to provide such
services in accordance with Section J105.4, including locations and elevations of
field density tests, summaries of field and laboratory tests, other substantiating
data, and comments on any changes made during grading and their effect on the
recommendations made in the approved soils engineering investigation report. The

1 report shall include a certification by the Soils Engineer that to the best of his or
2 her knowledge, the work
3 within the Soils Engineer's area of responsibility is in accordance with the
4 approved Soils Engineering report and applicable provisions of this chapter. The
5 report shall contain a finding regarding the safety of the completed grading and
6 any proposed structures against hazard from landslide, settlement, or slippage.

7 3. A report prepared by the Engineering Geologist retained to provide
8 such services in accordance with Section J105.5, including a final description of
9 the geology of the site and any new information disclosed during the grading and
10 the effect of such new information, if any, on the recommendations incorporated
11 in the approved grading plan. The report shall contain a certification by the
12 Engineering Geologist that, to the best of his or her knowledge, the work within
13 the Engineering Geologist's area of responsibility is in accordance with the
14 approved engineering geology report and applicable provisions of this Chapter.
15 The report shall contain a finding regarding the safety of the completed grading
16 and any proposed structures against hazard from landslide, settlement or slippage.
17 The report shall contain a final as-built geologic map and cross-sections depicting
18 all the information collected prior to and during grading.

19 4. The grading contractor shall certify, on a form prescribed by the
20 building official that the grading conforms to the approved plans and
21 specifications.

22 **8-1.04 EFFECT OF ADOPTION**

23 The adoption of the city Building Code and the repeal, addition or amendment of
24 ordinances by this code shall not affect the following matters:

- 25 (A) Actions and proceedings which began the effective date of this code.
- 26 (B) Prosecution for ordinance violations committed before the effective date of
27 this code.
- 28 (C) Licenses and penalties due and unpaid at the effective date of this code, and
the collection of these licenses and penalties.
- (D) Bonds and cash deposits required to be posted, filed or deposited pursuant
to any ordinance.
- (E) Matters of record which refer to or are connected with ordinances the
substances of which are included in this code; these references shall be construed
to apply to the corresponding provisions of the code.

29 **8-1-05 PENALTY; VIOLATIONS.**

30 (A) **General penalty; continuing violations.** Every act prohibited or declared
31 unlawful and every failure to perform an act required by this code is a
32 misdemeanor or an infraction as set forth in the said respective pertinent sections
33 of this code and any person causing or permitting a violation of any such section
34 of said code shall be subject to the penalties ascribed to each such section as set
35 forth herein. Where silent as to whether a violation is a misdemeanor or infraction,
36 the City Attorney may prosecute such violation as either a misdemeanor or
37 infraction in his/her discretion.

1 (B) *Violations including aiding, abetting, and concealing.* Every person who
2 causes, aids, abets or conceals the fact of a violation of this code is guilty of
3 violating this code.

4 (C) *Enforcement by civil action.* In addition to the penalties provided herein,
5 the said code may be enforced by civil action. Any condition existing in violation
6 of this code is a public nuisance and may be summarily abated by the city.

7 **TITLE 8**
8 **BUILDING REGULATIONS**
9 **CHAPTER 4**
10 **RESIDENTIAL CODE**

11 **8-4.01 RESIDENTIAL CODE ADMINISTRATION**

12 Except as hereinafter changed or modified, the administration of the Residential Code
13 shall be as set forth in 8-1.01 Building Code Administration of this Code.

14 **SECTION 101 – TITLE, PURPOSE, INTENT AND SCOPE**

15 **101.1 Title.** Title 8 Building Regulations, Chapter 4 of the City of Huntington Park
16 Municipal Code shall be known as the Residential Code of the City of Huntington Park,
17 may be cited as such, and will be referred to herein as “these regulations” or “these
18 building standards “or “this Code.”

19 **8-4.02 LOS ANGELES COUNTY CODE, TITLE 30, RESIDENTIAL CODE**
20 **ADOPTED**

21 Section 1207 of Chapter 12, Chapters 67, 68, 69, 96, 98, 99, and appendix J of Title 26 of
22 the Los Angeles County Code are adopted by reference as amended by City of Huntington
23 Park Building Code (8-1.03) and incorporated in to this Section 8-4.02 as if fully set forth
24 below and shall be known as Section 1207 of Chapter 12, Chapters 67, 68, 69, 96, 98, 99,
25 and appendix J of the City of Huntington Residential Code.

26 Chapters 2 through 10, 44 and Appendix H of Title 30, Los Angeles County Residential
27 Code, as amended and in effect on or before January 1, 2017, adopting the 2016 California
28 Residential Code, is hereby adopted by reference pursuant to the provisions of Sections
50022.1 through 50022.10 of the Government Code of the State of California as though
fully set forth herein, and made a part of the Huntington Park Municipal Code with the
same force and effect as though set out herein in full, including all of the regulations,
revisions, conditions and terms contained therein.

Not less than one copy of said Title 30 of the Los Angeles County Residential Code
together with any and all amendments thereto proposed by the City of Huntington Park,
has been and is now filed in the office of the Building and Safety Division and shall be
remain on file with Building Official, and shall collectively be known as the *City of
Huntington Park Residential Code* and may be cited as Title 8 Chapter 4 of the City of
Huntington Park Municipal Code.

8-4.03 EFFECT OF ADOPTION

1 The adoption of this Code and the repeal, addition or amendment of ordinances by this
2 code shall not affect the following matters:

- 3 (A) Actions and proceedings which began the effective date of this code.
4 (B) Prosecution for ordinance violations committed before the effective date of
5 this code.
6 (C) Licenses and penalties due and unpaid at the effective date of this code, and
7 the collection of these licenses and penalties.
8 (D) Bonds and cash deposits required to be posted, filed or deposited pursuant
9 to any ordinance.
10 (E) Matters of record which refer to or are connected with ordinances the
11 substances of which are included in this code; these references shall be construed
12 to apply to the corresponding provisions of the code.
13

14 **8-4.05 PENALTY; VIOLATIONS.**

15 (A) **General penalty; continuing violations.** Every act prohibited or declared unlawful
16 and every failure to perform an act required by this code is a misdemeanor or an infraction
17 as set forth in the said respective pertinent sections of this code and any person causing or
18 permitting a violation of any such section of said code shall be subject to the penalties
19 ascribed to each such section as set forth herein. Where silent as to whether a violation is
20 a misdemeanor or infraction, the City Attorney may prosecute such violation as either a
21 misdemeanor or infraction in his/her discretion.

22 (B) **Violations including aiding, abetting, and concealing.** Every person who causes,
23 aids, abets or conceals the fact of a violation of this code is guilty of violating this code.

24 (C) **Enforcement by civil action.** In addition to the penalties provided herein, the said
25 code may be enforced by civil action. Any condition existing in violation of this code is a
26 public nuisance and may be summarily abated by the city.

27 **TITLE 8**

28 **BUILDING REGULATIONS**

CHAPTER 5

PLUMBING CODE

8-5.01 PLUMBING CODE ADMINISTRATION

Except as hereinafter changed or modified, the administration of the Plumbing Code shall
be as set forth in 8-1.01 Building Code Administration of this Code.

SECTION 101 – TITLE, PURPOSE, INTENT AND SCOPE

101.1 Title. Title 8 Building Regulations, Chapter 5 of the City of Huntington Park
Municipal Code shall be known as the Plumbing Code of the City of Huntington Park,
may be cited as such, and will be referred to herein as “these regulations” or “these
building standards “or “this Code.”

1 **101.3 SCOPE.** The provisions of this Code shall apply to the erection, alteration,
2 installation, repair, movement, improvement, removal connection or conversion of any
3 plumbing equipment and/or appliances or any other plumbing work regulated by this Code
4 within the City.

5 Where, in any specific case, different sections of this Code specify different materials,
6 methods of construction or other requirements, the most restrictive shall govern. Where
7 there is a conflict between a general requirement and a specific requirement, the specific
8 requirement shall be applicable.

9 In the event any differences in requirements exist between the accessibility requirements
10 of this Code and the accessibility requirements of the California Code of Regulations,
11 Title 24 (also referred to as the California Building Standards Code), then the California
12 Code of Regulations shall govern.

13 Where the requirements of this Code conflict with the requirements of Mechanical
14 Code, this Code shall prevail.

15 **106.1 Plan Check Requirements.** When required by the building official to verify
16 compliance with this Code, relevant laws, ordinances, rules and regulations; plans and,
17 when deemed necessary by the building official, calculations, and other required data shall
18 be submitted for plan review. The building official may require plans and calculations to
19 be prepared by an engineer registered by the State to practice as such. Only after the plans
20 have been approved may the applicant apply for a plumbing permit for such work. The
21 building official may also require such plans be reviewed by other departments and/or
22 divisions of the City to verify compliance with the laws and ordinances under their
23 jurisdiction.

24 Separate Plumbing Code plan review is required for any of the following:

- 25 (a) For any restaurant which requires a grease trap or a grease interceptor;
- 26 (b) Any facility which requires a sand/grease clarifier;
- 27 (c) Plumbing Systems with more than 216 waste fixture units;
- 28 (d) Potable water supply piping required to be 2" or larger;
- (e) Fuel gas piping required to be 2" or larger;
- (f) Fuel gas piping containing medium- or high-pressure gas;
- (g) Combination waste and vent systems;
- (h) Plumbing fixtures located below the next upstream manhole or below the sewer
main;
- (i) Chemical waste systems;
- (j) Rainwater system employing a sump pump;
- (k) Grey water systems;
- (l) Any type of sewer ejection system or lift station;

1 (m) Any installation in a building of Type I-A, Type II-A, Type III-A, Type IV or Type
2 V-A fire-resistive construction where penetrations are required of fire-resistive walls,
3 floors or ceilings.

4 Plans, calculations, reports or documents for work regulated by this Code, relevant laws,
5 ordinances, rules and regulations shall bear the seal, signature and number of a plumbing
6 engineer when required by the California Business and Professions Code. A seal and
7 number shall not be required for work authorized by the said article to be performed by a
8 person not registered or certified as an engineer or architect.

9 **106.3 Information Required on Plumbing plans.** Plans shall be drawn to scale upon
10 substantial paper or other material suitable to the building official shall be of sufficient
11 clarity to indicate the nature and scope of the work proposed, and shall show in detail that
12 the proposed construction will conform to the provisions of this Code and all relevant
13 laws, ordinances, rules and regulations.

14 The first sheet of each set of plans shall give the street address of the proposed work and
15 the name, address and telephone number of the owner and all persons who were involved
16 in the design and preparation of the plans.

17 Where the scope of the proposed work involves the following, unless otherwise approved
18 by the building official, the plumbing plans shall indicate the following:

- 19 (a) A complete floor plan showing the location of all proposed plumbing fixtures;
- 20 (b) A complete plan showing the layout, diameter and material of all proposed piping;
- 21 (c) A legend of all symbols used and a list of all abbreviations used;
- 22 (d) Any other information requested by the building official.

23 Plans for buildings more than two stories in height of other than Group R-3 and Group U
24 Occupancies shall indicate how required fire-resistive integrity will be maintained where
25 a penetration will be made for plumbing piping and similar systems.

26 When deemed necessary by the building official, the first sheet of each set of plans shall
27 indicate the building Type of Construction as defined in the Building Code and the
28 Plumbing Code in effect on the date of plan check submittal.

107.1 Plumbing permit Required. No person shall erect, alter, install, repair, move,
improve, remove, connect or convert, or cause the same to be done, to any plumbing
equipment or fixtures without first obtaining a plumbing permit from the building official.
A Plumbing Permit is required for any installation, alteration, reconstruction or repair of
any plumbing (including fixtures, traps, tailpieces and valves), drainage piping, vent
piping, waste piping, soil piping, water piping (potable or nonpotable but which is
connected to a potable water source) or gas piping located within or on any building,
structure or premises.

107.2 Work Exempted from Plumbing Permit. A Plumbing Permit shall not be required
for the following:

1 (a) Clearing of stoppages and stopping of leaks which do not involve the replacement
2 of any plumbing (including fixtures, traps, tailpieces and valves), drainage piping, vent
piping, waste piping, soil piping, water piping or gas piping.

3 (b) Change of residential plumbing fixtures which do not involve the replacement of
4 the existing waste and vent piping excluding the trap, to include, residential toilets,
5 residential bathroom hand sinks, bathtub and residential kitchen sinks.

6 (c) Connection of any appliance approved for and intended to be connected by flexible
7 gas piping to a gas shutoff valve which was previously permitted and inspected under a
valid Plumbing permit.

8 Exemption from the permit requirements of this Code shall not be deemed to grant
9 authorization for any work to be done in any manner in violation of the provisions of other
laws or ordinances.

10 The issuance of a permit without first requiring a plan review shall not prevent the building
11 official from requesting plans deemed necessary to verify that the work performed under
12 said permit complies with this Code and all relevant laws, ordinances, rules and
regulations.

13 **8-5.02 LOS ANGELES COUNTY CODE, TITLE 28, PLUMBING CODE**
14 **ADOPTED**

15 Los Angeles County Plumbing Code Chapter 2 through Chapter 17, and Appendices A,B,
16 D, H, I and J, Title 28, the 2017 Los Angeles County Plumbing Code, as amended and in
17 effect on or before January 1, 2017, adopting the 2016 California Plumbing Code, is
18 hereby adopted by reference pursuant to the provisions of Sections 50022.1 through
19 50022.10 of the Government Code of the State of California as though fully set forth
and terms contained therein.

20 Not less than one copy of said Title 28 of the Los Angeles County Plumbing Code together
21 with any and all amendments thereto proposed by the City of Huntington Park, has been
22 and is now filed in the office of the Building and Safety Division and shall be remain on
23 file with Building Official, and shall collectively be known as the *City of Huntington Park
Plumbing Code* and may be cited as Title 8 Chapter 5 of the City of Huntington Park
Municipal Code.

24 **8-5.03 EFFECT OF ADOPTION**

25 The adoption of this code and the repeal, addition or amendment of ordinances by this
code shall not affect the following matters:

- 26 (A) Actions and proceedings which began the effective date of this code.
27 (B) Prosecution for ordinance violations committed before the effective date of
this code.
28 (C) Licenses and penalties due and unpaid at the effective date of this code, and
the collection of these licenses and penalties.

1 (D) Bonds and cash deposits required to be posted, filed or deposited pursuant
2 to any ordinance.

3 (E) Matters of record which refer to or are connected with ordinances the
4 substances of which are included in this code; these references shall be construed
5 to apply to the corresponding provisions of the code.

6 **8-5.04 PENALTY; VIOLATIONS.**

7 (A) **General penalty; continuing violations.** Every act prohibited or declared unlawful
8 and every failure to perform an act required by this code is a misdemeanor or an infraction
9 as set forth in the said respective pertinent sections of this code and any person causing or
10 permitting a violation of any such section of said code shall be subject to the penalties
11 ascribed to each such section as set forth herein. Where silent as to whether a violation is
12 a misdemeanor or infraction, the City Attorney may prosecute such violation as either a
13 misdemeanor or infraction in his/her discretion.

14 (B) **Violations including aiding, abetting, and concealing.** Every person who causes,
15 aids, abets or conceals the fact of a violation of this code is guilty of violating this code.

16 (C) **Enforcement by civil action.** In addition to the penalties provided herein, the said
17 code may be enforced by civil action. Any condition existing in violation of this code is a
18 public nuisance and may be summarily abated by the city.

19 **TITLE 8**

20 **BUILDING REGULATIONS**

21 **CHAPTER 7**

22 **EXISTING BUILDING CODE**

23 **8-7.01 EXISTING BUILDING CODE ADMINISTRATION**

24 Except as hereinafter changed or modified, the administration of the Existing Building
25 Code shall be as set forth in 8-1.01 Building Code Administration of this Code.

26 **SECTION 101 – TITLE, PURPOSE, INTENT AND SCOPE**

27 **101.1 Title.** Title 8 Building Regulations, Chapter 7 of the City of Huntington Park
28 Municipal Code shall be known as the Existing Building Code of the City of Huntington
Park, may be cited as such, and will be referred to herein as “these regulations” or “these
building standards “or “this Code.”

101.3 – SCOPE. The provisions of this Code shall apply to the repair, alteration, change
of occupancy, addition to and relocation of any existing building or structure or any
other work regulated by this Code within the City, subject to the criteria of Sections
101.3.1 and 101.3.2

Where, in any specific case, different sections of this Code specify different materials,
methods of construction or other requirements, the most restrictive shall govern. Where
there is a conflict between a general requirement and a specific requirement, the specific
requirement shall be applicable.

1 In the event, any differences in requirements exist between the accessibility
2 requirements of this Code and the accessibility requirements of the California Code of
3 Regulations, Title 24 (also referred to as the California Building Standards Code), then
4 the California Code of Regulations shall govern.

5 **101.3.1 Buildings not previously occupied.** A building or portion of a building that
6 has not been previously occupied or used for its intended purpose in accordance with
7 the laws in existence at the time of its completion shall be permitted to comply with the
8 provisions of the laws in existence at the time of its original permit unless such permit
9 has expired. Subsequent permits shall comply with the Building Code or Residential
10 Code, as applicable, for new construction.

11 **101.3.2 Buildings previously occupied.** The legal occupancy of any building existing
12 on the date of adoption of this Code shall be permitted to continue without change,
13 except as is specifically covered in this Code, the Fire Code, or as is deemed necessary
14 by the Building Official for the general safety and welfare of the occupants and the
15 public.

16 **8-7.02 LOS ANGELES COUNTY CODE, TITLE 33, EXISTING CODE** 17 **ADOPTED**

18 Los Angeles County Existing Building Code Chapter 2 through 4, 15, 16 and Appendix
19 Chapter A1, A3, A4 and A6 of the Title 33, the 2017 Los Angeles County Existing
20 Building Code, as amended and in effect on or before January 1, 2017, adopting the
21 2016 California Existing Building Code, is hereby adopted by reference pursuant to the
22 provisions of Sections 50022.1 through 50022.10 of the Government Code of the State
23 of California as though fully set forth herein, and made a part of the Huntington Park
24 Municipal Code with the same force and effect as though set out herein in full, including
25 all of the regulations, revisions, conditions and terms contained therein.

26 Not less than one copy of said Title 33 of the Los Angeles County Existing Building
27 Code together with any and all amendments thereto proposed by the City of Huntington
28 Park, has been and is now filed in the office of the Building and Safety Division and
shall be remain on file with Building Official, and shall collectively be known as the
City of Huntington Park Existing Building Code and may be cited as Title 8 Chapter 7
of the City of Huntington Park Municipal Code.

29 **8-7.03 EFFECT OF ADOPTION**

The adoption of this Code and the repeal, addition or amendment of ordinances by this
code shall not affect the following matters:

- 30 (A) Actions and proceedings which began the effective date of this code.
- 31 (B) Prosecution for ordinance violations committed before the effective date
32 of this code.
- 33 (C) Licenses and penalties due and unpaid at the effective date of this code,
34 and the collection of these licenses and penalties.
- 35 (D) Bonds and cash deposits required to be posted, filed or deposited pursuant
36 to any ordinance.

1 (E) Matters of record which refer to or are connected with ordinances the
2 substances of which are included in this code; these references shall be construed
3 to apply to the corresponding provisions of the code.

4 **8-7.04 PENALTY; VIOLATIONS.**

5 (A) **General penalty; continuing violations.** Every act prohibited or declared
6 unlawful and every failure to perform an act required by this code is a misdemeanor or
7 an infraction as set forth in the said respective pertinent sections of this code and any
8 person causing or permitting a violation of any such section of said code shall be subject
9 to the penalties ascribed to each such section as set forth herein. Where silent as to
10 whether a violation is a misdemeanor or infraction, the City Attorney may prosecute
11 such violation as either a misdemeanor or infraction in his/her discretion.

12 (B) **Violations including aiding, abetting, and concealing.** Every person who
13 causes, aids, abets or conceals the fact of a violation of this code is guilty of violating
14 this code.

15 (C) **Enforcement by civil action.** In addition to the penalties provided herein, the
16 said code may be enforced by civil action. Any condition existing in violation of this
17 code is a public nuisance and may be summarily abated by the city.

18 **TITLE 8**
19 **BUILDING REGULATIONS**
20 **CHAPTER 10**
21 **ELECTRICAL CODE**

22 **8-10.01 ELECTRICAL CODE ADMINISTRATION**

23 Except as hereinafter changed or modified, the administration of the Electrical Code shall
24 be as set forth in 8-1.01 Building Code Administration of this Code.

25 **SECTION 101 – TITLE, PURPOSE, INTENT AND SCOPE**

26 **101.1 Title.** Title 8 Building Regulations, Chapter 10 of the City of Huntington Park
27 Municipal Code shall be known as the Electrical Code of the City of Huntington Park,
28 may be cited as such, and will be referred to herein as “these regulations” or “these
building standards “or “this Code.”

101.3 Scope and Applicability The provisions of this Code shall apply to the erection,
alteration, installation, repair, movement, improvement, removal connection or
conversion of any electrical equipment and/or appliances or any other electrical work
regulated by this Code within the City.

Exception: The provisions of this Code shall not apply to public utilities; or to electrical
wiring for street lighting or traffic signals located primarily in a public way; or to
mechanical equipment not specifically regulated in this Code. The provisions of this Code
shall not apply to any electrical work performed by or for any electrical corporation,
telephone corporation, telegraph corporation, railroad corporation or street railroad
corporation on or with any electrical equipment owned or controlled and operated, or used

1 by and for the exclusive benefit of, such corporation in the conduit of its business as a
2 public utility, or to any other work which any such corporation may be entitled by law to
3 perform without payment of any local tax; but all provisions of this Code shall apply
4 insofar as they may consistently with the above be applicable to all other electrical work
5 performed by or for any such corporation.

6 The terms "electrical corporation", "telephone corporation", "railroad corporation", and
7 "street railroad corporation" are herein used as said terms are respectively defined in the
8 Public Utility Code of the State of California; and such terms shall also be deemed to
9 include similar utilities which are municipally or governmentally owned and operated.

10 Where, in any specific case, different sections of this Code specify different materials,
11 methods of construction or other requirements, the most restrictive shall govern. Where
12 there is a conflict between a general requirement and a specific requirement, the specific
13 requirement shall be applicable.

14 In the event any differences in requirements exist between the accessibility requirements
15 of this Code and the accessibility requirements of the California Code of Regulations,
16 Title 24 (also referred to as the California Building Standards Code), then the California
17 Code of Regulations shall govern.

18 **106.1 Plan Check Requirements.** When required by the building official to verify
19 compliance with this Code, relevant laws, ordinances, rules and regulations; plans and,
20 when deemed necessary by the building official, calculations, and other required data shall
21 be submitted for plan review. The building official may require plans and calculations to
22 be prepared by an engineer registered by the State to practice as such. Only after the plans
23 have been approved may the applicant apply for an electrical permit for such work. The
24 building official may also require such plans be reviewed by other departments and/or
25 divisions of the City to verify compliance with the laws and ordinances under their
26 jurisdiction.

27 Separate Electrical Code plan review is required for any of the following:

- 28 1- To verify compliance with State energy requirements when such information is not shown completely on the building plans;
- 2- Any installation of any equipment rated at 400 amperes or larger;
- 3- Any installation of a subpanel, switchboard or motor control center having a rating of 400 amperes or larger;
- 4- Any installation of a motor rated more than 10 HP;
- 5- Any installation of a transformer, generator, uninterruptable power supply (UPS), phase converter, capacitor, rectifier or other separately derived system;
- 6- Any installation of a storage batteries;
- 7- Any installation of equipment rated above 600V;
- 8- All motion picture theaters;
- 9- Assembly rooms having an occupant load exceeding 500 occupants;
- 10- All gas stations, repair garages and similar locations classified as Hazardous in Chapter 5 of this Code;
- 11- Spray booths;
- 12- Installation of lighting fixtures weighing more than 300 pounds;

1 13- Installation of any illuminated sign.

2 14- Any installation in a building of Type I-A, Type II-A, Type III-A, Type IV or Type
3 V-A fire-resistive construction where penetrations are required of fire-resistive walls,
4 floors or ceilings.

5 Plans, calculations, reports or documents for work regulated by this Code, relevant laws,
6 ordinances, rules and regulations shall bear the seal, signature and number of an electrical
7 engineer when required by the California Business and Professions Code. A seal and
8 number shall not be required for work authorized by the said article to be performed by a
9 person not registered or certified as an engineer or architect.

10 **106.3 Information Required on Electrical Plans.** Plans shall be drawn to scale upon
11 substantial paper or other material suitable to the building official shall be of sufficient
12 clarity to indicate the nature and scope of the work proposed, and shall show in detail that
13 the proposed construction will conform to the provisions of this Code and all relevant
14 laws, ordinances, rules and regulations.

15 The first sheet of each set of plans shall give the street address of the proposed work and
16 the name, address and telephone number of the owner and all persons who were involved
17 in the design and preparation of the plans.

18 Where the scope of the proposed work involves the following, unless otherwise approved
19 by the building official, the electrical plans shall indicate the following:

- 20 (1) A complete floor plan showing the location of the proposed service and all
21 proposed subpanels, switchboards, panelboards and/or motor control centers. All required
22 working space dimensions shall also be indicated where required by the building official;
- 23 (2) A complete plan showing the layout, conductor size and insulation type for all
24 proposed electric wiring in all parts of the building or structure;
- 25 (3) A legend of all symbols used and a list of all abbreviations used;
- 26 (4) A complete single line diagram with complete system grounding, water pipe
27 bonding and other metal pipe bonding as required by the building official;
- 28 (5) The location of all proposed outlet boxes for switches, lights, receptacles and
similar devices in all parts of the building or structure;
- (6) The location, voltage and wattage or ampere rating for each noninductive piece of
equipment;
- (7) The location, voltage and wattage or ampere rating for each transformers,
capacitor, ballast, converter, frequency changer and/or similar equipment;
- (8) The location, voltage and horsepower rating for all motors, generators and similar
equipment;
- (9) The horsepower rating for all disconnects protecting more than one motor or
protecting any piece of HVAC equipment containing more than one motor;
- (10) Panel schedules for all proposed subpanels and similar equipment;
- (11) Lighting fixture schedule;
- (12) Any other information requested by the building official.

Plans for buildings more than two stories in height of other than Group R-3 and Group U
Occupancies shall indicate how required fire-resistive integrity will be maintained where

1 a penetration will be made for electrical and communication conduits, pipes and similar
2 systems.

3 When deemed necessary by the building official, the first sheet of each set of plans shall
4 indicate the building Type of Construction as defined in the City Building Code and the
Electrical Code in effect on the date of plan check submittal.

5 **107.1 Electrical Permit Required.** No person shall erect, alter, install, repair, move,
6 improve, remove, connect or convert, or cause the same to be done, any electrical
equipment without first obtaining an electrical permit from the building official.

7 The issuance of a permit without first requiring a plan review shall not prevent the building
8 official from requesting plans deemed necessary to verify that the work performed under
9 said permit complies with this Code and all relevant laws, ordinances, rules and
regulations.

10 **107.2 Work Exempted from Electrical Permit.** An Electrical Permit shall not be
11 required for the following:

- 12 (1) Minor repair work such as the replacement of lamps, switches, receptacle devices
and sockets which were previously permitted and inspected under a valid electrical permit;
- 13 (2) Connection of portable generators, portable motors, appliances, tools, power
14 outlets and other portable equipment connected by means of a cord or cable having an
attachment plug to a permanently installed receptacle which was previously permitted
and inspected under a valid electrical permit;
- 15 (3) Repair or replacement of overcurrent devices;
- 16 (4) The wiring for temporary theater, motion picture or television stage sets;
- 17 (5) The repair or replacement of ground, slab, floor or roof mounted fixed motors or
18 appliances of the same type and rating in the same location and which were previously
permitted and inspected under a valid electrical permit. Note: Suspended or wall mounted
19 equipment may be exempted from electrical permit requirements only after
documentation has been submitted to and reviewed by the building official for adequate
20 seismic anchorage. Separate building permit(s) may be required;
- 21 (6) That portion of electrical wiring, devices, appliances, apparatus, or equipment
operating at less than 25 volts and not capable of supplying more than 50 watts of energy;
- 22 (7) That portion of telephone, intercom, sound, alarm, control, communication and/or
23 signal wiring that is not an integral part of an appliance, and which operates at 30 volts or
less. Note: Separate permit may be required from the Fire Department;
- 24 (8) Temporary decorative lighting which is not installed for more than 90 days;
- 25 (9) The installation of temporary wiring for testing or experimental purposes within
suitable facilities specifically approved by the building official for such use.

26 Exemption from the permit requirements of this Code shall not be deemed to grant
27 authorization for any work to be done in any manner in violation of the provisions of other
28 laws or ordinances.

**8-10.02 LOS ANGELES COUNTY CODE, TITLE 27, ELECTRICAL CODE
ADOPTED**

1 Los Angeles County Electrical Code Article 90, Chapter 1 through 9, and Appendices A,
2 B, C, D, E, F, G, H, I and J, Title 27, The 2017 Los Angeles County Electrical Code, as
3 amended and in effect on or before January 1, 2017, adopting the 2016 California
4 Electrical Code, except as otherwise provided in said Title 27, is hereby adopted by
5 reference pursuant to the provisions of Sections 50022.1 through 50022. 10 of the
6 Government Code of the State of California as though fully set forth herein, and made a
7 part of the Huntington Park Municipal Code with the same force and effect as though set
8 out herein in full, including all of the regulations, revisions, conditions and terms
9 contained therein .

10 Not less than one copy of said Title 27 of the Los Angeles County Electrical Code together
11 with any and all amendments thereto proposed by the City of Huntington Park, has been
12 and is now filed in the office of the Building and Safety Division and shall be remain on
13 file with Building Official, and shall collectively be known as the *City of Huntington Park*
14 *Electrical Code* and may be cited as Title 8 Chapter 10 of the City of Huntington Park
15 Municipal Code.

11 **8-10.03 EFFECT OF ADOPTION**

12 The adoption of this Code and the repeal, addition or amendment of ordinances by this
13 code shall not affect the following matters:

- 14 (A) Actions and proceedings which began the effective date of this code.
- 15 (B) Prosecution for ordinance violations committed before the effective date of
16 this code.
- 17 (C) Licenses and penalties due and unpaid at the effective date of this code, and
18 the collection of these licenses and penalties.
- 19 (D) Bonds and cash deposits required to be posted, filed or deposited pursuant
20 to any ordinance.
- 21 (E) Matters of record which refer to or are connected with ordinances the
22 substances of which are included in this code; these references shall be construed
23 to apply to the corresponding provisions of the code.

24 **8-10.04 PENALTY; VIOLATIONS.**

25 (A) ***General penalty; continuing violations.*** Every act prohibited or declared unlawful
26 and every failure to perform an act required by this code is a misdemeanor or an infraction
27 as set forth in the said respective pertinent sections of this code and any person causing or
28 permitting a violation of any such section of said code shall be subject to the penalties
ascribed to each such section as set forth herein. Where silent as to whether a violation is
a misdemeanor or infraction, the City Attorney may prosecute such violation as either a
misdemeanor or infraction in his/her discretion.

(B) ***Violations including aiding, abetting, and concealing.*** Every person who causes,
aids, abets or conceals the fact of a violation of this code is guilty of violating this code.

(C) ***Enforcement by civil action.*** In addition to the penalties provided herein, the said
code may be enforced by civil action. Any condition existing in violation of this code is a
public nuisance and may be summarily abated by the city.

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**TITLE 8
BUILDING REGULATIONS
CHAPTER 11
MECHANICAL CODE**

8-11.01 MECHANICAL CODE ADMINISTRATION

Except as hereinafter changed or modified, the administration of the Mechanical Code shall be as set forth in 8-1.01 Building Code Administration of this Code.

SECTION 101 – TITLE, PURPOSE, INTENT AND SCOPE

101.1 Title. Title 8 Building Regulations, Chapter 11 of the City of Huntington Park Municipal Code shall be known as the Mechanical Code of the City of Huntington Park, may be cited as such, and will be referred to herein as “these regulations” or “these building standards “or “this Code.”

101.3 – SCOPE. The provisions of this Code shall apply to the erection, alteration, installation, repair, relocation, movement, improvement, removal connection or conversion, use or maintenance of any heating, ventilating, cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances mechanical equipment and/or appliances or any other mechanical work regulated by this Code within the City.

Where, in any specific case, different sections of this Code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

In the event, any differences in requirements exist between the accessibility requirements of this Code and the accessibility requirements of the California Code of Regulations, Title 24 (also referred to as the California Building Standards Code), then the California Code of Regulations shall govern.

106.1 Plan Check Requirements. When required by the building official to verify compliance with this Code, relevant laws, ordinances, rules and regulations; plans and, when deemed necessary by the building official, calculations, and other required data shall be submitted for plan review. The building official may require plans and calculations to be prepared by an engineer registered by the State to practice as such. Only after the plans have been approved may the applicant apply for a mechanical permit for such work. The building official may also require such plans be reviewed by other departments and/or divisions of the City to verify compliance with the laws and ordinances under their jurisdiction.

Separate Mechanical Code plan review is required for any of the following:

- (a) To verify compliance with State energy requirements when such information is not shown completely on the building plans;
- (b) Installations where the aggregate BTU input capacity for either comfort heating or comfort cooling is more than 500,000 BTU;
- (c) Type I or Type II commercial hoods;
- (d) Parking garage exhaust ventilation systems;
- (e) Product conveying duct system;
- (f) Spray booths;

- 1 (g) Stair pressurization systems;
2 (h) Installation of fire dampers, smoke dampers and/or combination smoke/fire
3 dampers;
4 (i) Air moving systems supplying air in excess of 2000 cfm and where smoke
5 detectors are required in the duct work;
6 (j) Any installation in a building of Type I-A, Type II-A, Type III-A, Type IV or Type
7 V-A fire-resistive construction where penetrations are required of fire-resistive walls,
8 floors or ceilings.

Plans, calculations, reports or documents for work regulated by this Code, relevant laws,
6 ordinances, rules and regulations shall bear the seal, signature and number of a mechanical
7 engineer when required by the California Business and Professions Code. A seal and
8 number shall not be required for work authorized by the said article to be performed by a
9 person not registered or certified as an engineer or architect.

9 **106.3 Information Required on Mechanical plans.** Plans shall be drawn to scale upon
10 substantial paper or other material suitable to the building official shall be of sufficient
11 clarity to indicate the nature and scope of the work proposed, and shall show in detail that
12 the proposed construction will conform to the provisions of this Code and all relevant
13 laws, ordinances, rules and regulations.

The first sheet of each set of plans shall give the street address of the proposed work and
14 the name, address and telephone number of the owner and all persons who were involved
15 in the design and preparation of the plans.

Where the scope of the proposed work involves the following, unless otherwise approved
16 by the building official, the mechanical plans shall indicate the following:

- 17 (a) A complete floor plan showing the location of all proposed mechanical equipment,
18 duct work, vents, etc.;
- 19 (b) A complete plan showing the layout, diameter and material of all proposed piping;
- 20 (c) A legend of all symbols used and a list of all abbreviations used;
- 21 (d) The location of all proposed inlets, outlets, diffusers, etc.;
- 22 (e) The btu/Hr and/or cfm rating of all equipment;
- 23 (f) Any other information requested by the building official.

Plans for buildings more than two stories in height of other than Group R-3 and Group U
24 Occupancies shall indicate how required fire-resistive integrity will be maintained where
25 a penetration will be made for mechanical piping and similar systems.

When deemed necessary by the building official, the first sheet of each set of plans shall
26 indicate the building Type of Construction as defined in the Building Code and the
27 Mechanical Code in effect on the date of plan check submittal.

28 **107.1 Mechanical permit Required.** No person shall erect, alter, install, repair, move,
improve, remove, connect or convert, or cause the same to be done, any mechanical
equipment without first obtaining a mechanical permit from the building official.

The issuance of a permit without first requiring a plan review shall not prevent the building
official from requesting plans deemed necessary to verify that the work performed under
said permit complies with this Code and all relevant laws, ordinances, rules and
regulations.

107.2 Work Exempted from Mechanical permit. A mechanical permit shall not be
required for the following:

- 1 (a) Installation of portable appliances or equipment used for heating ventilating, or
2 cooling (refrigeration or evaporative) which does not require either a Building Permit or
3 an Electrical Permit to install;
- 4 (b) Repair or replacement of steam, hot, or chilled water piping, and refrigeration
5 piping which were previously permitted and inspected under a valid mechanical permit;
- 6 (c) Repair or replacement of components to a refrigeration system which were
7 previously permitted and inspected under a valid Mechanical permit.
- 8 (d) Repair or replacement of any component, part or assembly of an appliance which
9 does not alter its original approval and complies with the other applicable requirements of
10 this Code;
- 11 (e) Any unit refrigerating system.
- 12 Exemption from the permit requirements of this Code shall not be deemed to grant
13 authorization for any work to be done in any manner in violation of the provisions of other
14 laws or ordinances.

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**8-11.02 LOS ANGELES COUNTY CODE, TITLE 29, MECHANICAL
CODE ADOPTED**

Los Angeles County Mechanical Code Chapter 2 through Chapter 17 and Appendices B, C and D, Title 29, the 2017 Los Angeles County Mechanical Code, as amended and in effect on or before January 1, 2017, adopting the 2016 California Mechanical Code, is hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein, and made a part of the Huntington Park Municipal Code with the same force and effect as though set out herein in full, including all of the regulations, revisions, conditions and terms contained therein.

Not less than one copy of said Title 29 of the Los Angeles County Mechanical Code together with any and all amendments thereto proposed by the City of Huntington Park, has been and is now filed in the office of the Building and Safety Division and shall be remain on file with Building Official, and shall collectively be known as the *City of Huntington Park Mechanical Code* and may be cited as Title 8 Chapter 11 of the City of Huntington Park Municipal Code.

8-11.03 EFFECT OF ADOPTION

The adoption of this code and the repeal, addition or amendment of ordinances by this code shall not affect the following matters:

- (A) Actions and proceedings which began the effective date of this code.
- (B) Prosecution for ordinance violations committed before the effective date of this code.
- (C) Licenses and penalties due and unpaid at the effective date of this code, and the collection of these licenses and penalties.
- (D) Bonds and cash deposits required to be posted, filed or deposited pursuant to any ordinance.
- (E) Matters of record which refer to or are connected with ordinances the substances of which are included in this code; these references shall be construed to apply to the corresponding provisions of the code.

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2 **8-11.04 PENALTY; VIOLATIONS.**

3 **(A) General penalty; continuing violations.** Every act prohibited or declared unlawful
4 and every failure to perform an act required by this code is a misdemeanor or an infraction
5 as set forth in the said respective pertinent sections of this code and any person causing or
6 permitting a violation of any such section of said code shall be subject to the penalties
7 ascribed to each such section as set forth herein. Where silent as to whether a violation is
8 a misdemeanor or infraction, the City Attorney may prosecute such violation as either a
9 misdemeanor or infraction in his/her discretion.

10 **(B) Violations including aiding, abetting, and concealing.** Every person who causes,
11 aids, abets or conceals the fact of a violation of this code is guilty of violating this code.

12 **(C) Enforcement by civil action.** In addition to the penalties provided herein, the said
13 code may be enforced by civil action. Any condition existing in violation of this code is a
14 public nuisance and may be summarily abated by the city.

15 **SECTION 3: Findings of local conditions.** The Huntington Park City Council hereby
16 finds, determines and declares that those certain amendments to the State Building Code made by
17 the County of Los Angeles are appropriate and necessary to meet local conditions existing in the
18 City of Huntington Park, and this Council hereby further finds, determines and declares that each
19 such change is required for the protection of the public safety and is reasonably necessary because
20 of local climatic, geological conditions.

21 **SECTION 4: Continuation of existing law.** Where they are substantially the same as
22 existing law, the provisions of the City of Huntington Park Building Code shall be considered
23 continuations of existing law and shall not be considered new enactments.

24 **SECTION 5: Maintenance and distribution of code.** Not less than one copy of the
25 City of Huntington Park Building Code, duly certified by the City Clerk, shall be kept on file in
26 the office of the City Clerk for 15 days for the examination and use by the public. Amendments
27 to this code shall be noted by ordinance number on the appropriate pages of such code of this
28 code and one complete file of amendatory ordinances, indexed for ready reference, shall be
maintained in the office of the City Clerk for use and examination by the public. Distribution or
sale of additional copies of this code shall be made as directed by the City Council. In addition,
one copy of said City of Huntington Park Building Code may likewise be maintained by the
Community Development Department for examination and use by the public.

SECTION 6: Catchlines of sections. The catchlines of the several sections of this code
printed in boldface type are intended as mere catchwords to indicate the contents of the section
and shall not be deemed or taken to be titles of such sections; nor as any part of the section, nor,
unless expressly so provided, shall they be so deemed when any of such sections, including the
catchlines, are amended or reenacted.

SECTION 7: If any section, subsection, subdivision, paragraph, sentence, clause or
phrase in this Chapter, or any part thereof is for any reason, held to be unconstitutional or invalid

1 or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
2 effectiveness or the remaining portions of this chapter or any part thereof. The City Council
3 hereby declares that it would have passed each section, subsection, subdivision, paragraph,
4 sentence, clause or phrase thereof irrespective of the fact that any one or more subsections,
subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid or
ineffective.

5 **SECTION 8:** This Ordinance shall take effect thirty (30) days after its final passage by
6 the City Council.

7 **SECTION 9:** The City Clerk shall certify to the passage of this ordinance and shall cause
8 it to be published according to legal requirements.

9 **SECTION 10:** The Building Official shall file this ordinance with the California Building
10 Standards Commission at 2525 Natomas Park Drive, Suite 130, Sacramento, CA 95833.

11 **PASSED, APPROVED AND ADOPTED** this 7th day of February, 2017.

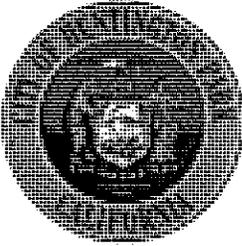
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Graciela Ortiz, Mayor

15 ATTEST:

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Donna Schwartz, City Clerk

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ATTACHMENT "B"



CITY OF HUNTINGTON PARK

Community Development
City Council Agenda Report

December 6, 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:

ORDINANCE AND URGENCY ORDINANCE ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING, RESIDENTIAL, ELECTRICAL, PLUMBING, MECHANICAL AND EXISTING BUILDING CODES WITH CERTAIN AMENDMENTS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Waive further reading, and introduce Ordinance No. 2016-954, Adopting by reference and amend the 2017 Los Angeles County Building, Residential, Electrical, Mechanical, Plumbing Code and Existing Building Codes;
2. Set a Public Hearing for consideration and adoption of said Ordinance for the December 20, 2016, City Council Meeting; and
3. Waive further reading and adopt Urgency Ordinance No. 2016-955, Adopting by reference and amending the 2017 Los Angeles County Building, Residential, Electrical, Mechanical, Plumbing Code and Existing Building Codes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

It is recommended that the City Council adopt an urgency ordinance by reference of the Los Angeles County construction codes, in order to help preserve the public peace, health, safety and welfare of the City of Huntington Park.

State law requires a public hearing to be conducted and a 30-day waiting period prior to an ordinance becoming effective but an urgency ordinance may become effective immediately without such requirement. If the City has not adopted its own Construction codes by January 1, 2017, the state Construction codes will automatically become the governing codes for the City of Huntington Park without the necessary amendments and will result in a gap in the implementation of the more stringent Code of regulations due

ORDINANCE AND URGENCY ORDINANCE ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING, RESIDENTIAL, ELECTRICAL, PLUMBING, MECHANICAL AND EXISTING BUILDING CODES WITH CERTAIN AMENDMENTS

December 6, 2016

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to the City of Huntington Park's unique climatic, geological and topographical characteristics.

It is also recommended that the regular ordinance also be adopted, as a good practice measure, in case the urgency ordinance is challenged for any reason.

Background

The Model Codes for Building, Residential, Electrical, Mechanical, Plumbing and Existing Building Codes are periodically published in new and updated editions. The California Building Standards Commission ('CBSC') adopts and amends each of these Codes to create California Title 24, which, in addition to other Parts, also includes the California Energy Code (Part 6), the California Historical Building Code (Part 8), and the California Green Building Standards Code (Part 11).

The 2016 California Construction Codes (California Code of Regulations, Title 24) were published on July 1, 2016 and will become effective on January 1, 2017.

The various parts of Title 24 are published by the following three (3) entities:

1. International Code Council (ICC) publishes Parts 1, 2 (includes 8 and 10), 2.5, 6, 9, 11 and 12 of Title 24, the Administrative, Building with Historical and Existing Buildings, Residential, Energy, Fire, Green and Referenced Standards Codes respectively.
2. International Association of Plumbing and Mechanical Officials (IAPMO) publishes Parts 4 and 5 of Title 24, the California Mechanical and Plumbing Codes.
3. BNI Building News publishes Part 3 of Title 24, the California Electrical Code.

Title 24, also known as the California Building Standards Code, is a compilation of three (3) types of building criteria from three (3) different origins:

1. Building standards that have been adopted by state agencies without change from building standards contained in national model codes;
2. Building standards that have been adopted and adapted from the national model code standards to meet California conditions; and
3. Building standards, authorized by the California legislature, that constitute extensive additions not covered by the model codes that have been adopted to address particular California concerns.

Starting in 1989, CBSC has published updated editions of Title 24 that apply to all occupancies in California except for modifications adopted by state agencies and local governing bodies.

ORDINANCE AND URGENCY ORDINANCE ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING, RESIDENTIAL, ELECTRICAL, PLUMBING, MECHANICAL AND EXISTING BUILDING CODES WITH CERTAIN AMENDMENTS

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While state law requires local governments to enforce California Title 24, the law allows local governments to enact local amendments to Title 24, but only where these amendments are based on local climatic, geological, or topographical conditions. When a city, county, or city and county enacts local amendments, a copy of the local amendment along with an express finding that such amendments are reasonably necessary because of local climatic, geological, or topographical conditions, must be filed with the California Building Standards Commission.

While jurisdictions can establish their own administration of the codes, jurisdictions are only allowed to amend the technical requirements of the State Codes based on local climatic, topographical, or geological conditions, and only if the requirement is more restrictive than the current State Code. Findings must be made for each amendment to the State Codes, and a copy of these findings must be filed with the Building Standards Commission.

No local amendment is enforceable unless filed with the California Building Standards Commission.

Los Angeles County, on November 1st, 2016 had introduced and established a public hearing to adopt and amend the 2016 California Codes at their Board Meeting on November 22, 2016, creating the 2017 Los Angeles County Codes. Consistent with past practice, staff is recommending that the City adopt the 2017 Los Angeles County Codes.

The major benefits realized by adopting the County Codes are:

1. The County Codes are common and well known to contractors.
2. The County Codes contain well-reasoned local amendments that are supported by findings and which are consistently applied through the County of Los Angeles.
3. The County Codes are virtually identical to the Codes adopted by the City of Los Angeles and many other Cities.
4. The County Codes are readily available for purchase by architects, engineers, and contractors.
5. Users can purchase the amendments to the California Codes direct from ICC (the publisher of the California Building Code), and insert those sheets directly into the California Codes, making it much easier for users to understand the context and to achieve compliance.
6. Because of the wide spread use, the County Codes are close to being a standard. Many of the architects and general contractors the City does business with have already purchased the County amendments to the California Codes because they work in areas where the County Codes are enforced.
7. A challenge to an amendment is unlikely because the challenge would actually be against the County of Los Angeles and all of its resources.

ORDINANCE AND URGENCY ORDINANCE ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING, RESIDENTIAL, ELECTRICAL, PLUMBING, MECHANICAL AND EXISTING BUILDING CODES WITH CERTAIN AMENDMENTS

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8. Far less language must be codified into the Municipal Code, thereby reducing the City's codifying costs.
9. The County administrative provisions (as modified by the City) are already consistent with the County Plan Check and Permit Fee Schedule which has also been adopted by the City.

New City Specific Code Administration

The text and substance of the proposed administrative sections of the Code remain virtually the same as the current municipal code, but are adopted in a completely different manner this code cycle. Historically, the City has adopted the County administration of the current County Codes by reference, and then modified the administrative language each adoption cycle to fit the specific needs of the City. This is a process that results in a consistent administration, but is very time intensive during the code adoption process.

Since the City's administrative requirements rarely require modification, a different approach was used for this code adoption cycle. Rather than adopting and amending the County administration, this Ordinance creates a City specific administration for permanent codification into the City's Municipal Code. From this point on, only the technical portions of future codes will be adopted. In the event that the City needs to modify an administrative requirement, the City can simply amend its own Municipal Code without regard to the existing County administrative language.

This approach created a lengthy Building Code Ordinance for this code cycle simplifying the ordinances for Residential, Plumbing, Mechanical, Electrical and Existing Building Code, future code adoption ordinances will be much, much shorter because only the technical requirements of the future codes will need to be adopted rather than the whole code including administration with City modifications.

Ordinance and Urgency Ordinance

It is recommended that the City Council adopt two identical ordinances adopting the Los Angeles County Codes.

The first ordinance which was introduced today and set for the next Council Meeting for a 2nd reading and Public Hearing, if adopted, will take effect thirty days after adoption.

The second ordinance, which is the urgency ordinance, adopting the same Los Angeles County Codes, will take effect on January 1, 2017.

Los Angeles County, on November 1st, 2016 had introduced and established a public hearing to adopt and amend the 2016 California Codes at their Board Meeting on November 22, 2016, creating the 2017 Los Angeles County Codes.

ORDINANCE AND URGENCY ORDINANCE ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING, RESIDENTIAL, ELECTRICAL, PLUMBING, MECHANICAL AND EXISTING BUILDING CODES WITH CERTAIN AMENDMENTS

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FISCAL IMPACT

There is no fiscal impact associated with adoption of this ordinance.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The California Codes will take effect on January 1st, 2017 regardless of City amendments unless an ordinance to adopt and amend them is enacted by January 1st, 2017. This will ensure City amendments are enforceable.

ENVIRONMENTAL REVIEW

These ordinances are exempt from the California Environmental Quality Act (CEQA) under CEQA Guideline 15061(b)(3) in that it does not have a potential for causing a significant effect on environment.

CONCLUSION

Upon City Council approval and adoption of Ordinance No. 2016-954, and Urgency Ordinance No. 2016-955. Staff will implement the new construction codes with City amendments effective January 1, 2017.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



MANUEL ACOSTA
Community Development Department

ATTACHMENT(S)

- A. Proposed Ordinance No. 2016-954, adopting by reference and amend the 2017 Los Angeles County Building, Residential, Electrical, Plumbing, Mechanical and Existing Building Codes
- B. Proposed Urgency Ordinance No. 2016-955, adopting by reference and amend the 2017 Los Angeles County Building, Residential, Electrical, Plumbing, Mechanical and Existing Building Codes

ORDINANCE AND URGENCY ORDINANCE ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING, RESIDENTIAL, ELECTRICAL, PLUMBING, MECHANICAL AND EXISTING BUILDING CODES WITH CERTAIN AMENDMENTS

December 6, 2016

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Findings and Los Angeles County Ordinance adopting and amending the 2016 California Codes and creating the 2017 Los Angeles County Codes, due to volume of the LACO Ordinance, one copy filed with the Office of City Clerk for review and can be viewed at the following links:

Building Code <http://file.lacounty.gov/SDSInter/bos/supdocs/108564.pdf>

Residential Code <http://file.lacounty.gov/SDSInter/bos/supdocs/108600.pdf>

Electrical Code <http://file.lacounty.gov/SDSInter/bos/supdocs/108567.pdf>

Plumbing Code <http://file.lacounty.gov/SDSInter/bos/supdocs/108597.pdf>

Mechanical Code <http://file.lacounty.gov/SDSInter/bos/supdocs/108599.pdf>

Existing Building Code <http://file.lacounty.gov/SDSInter/bos/supdocs/108603.pdf>

California Codes can be viewed at <http://www.bsc.ca.gov/codes.aspx>

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